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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DANIEL KIM, an individual, and THE )	Case No.: 8:19-cv-00755 JVS (FFM)
LAW OFFICES OF DANIEL KIM, )	<b>Honorable James V. Selna</b>
CORPORATION, a California )	
corporation, )	<b>PROTECTIVE ORDER PURSUANT</b>
Plaintiffs, )	<b>TO STIPULATION</b>
vs. )	
DANIEL Y. KIM dba THE LAW )	[Discovery Document:
OFFICES OF DANIEL KIM, an )	<b>Referred to Magistrate Judge</b>
individual, )	<b>Frederick F. Mumm]</b>
Defendant. )	
DANIEL Y. KIM, an individual, )	
Counterclaimant, )	
v. )	
DANIEL KIM, an individual; THE )	
LAW OFFICES OF DANIEL KIM, a )	
California corporation, )	
Counter-Defendants. )	

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a party  
14 seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 In discovery in this case, the parties will be required to exchange  
17 competitively sensitive information about the opposing parties' business activities  
18 to which they and third parties would not otherwise have access, including, but not  
19 limited to, the parties' business proprietary and/or confidential business or financial  
20 information, information regarding confidential business practices, or other  
21 confidential research, development, or commercial information (including  
22 information implicating privacy rights of third parties), customer and pricing lists  
23 and other valuable research, information otherwise generally unavailable to the  
24 public, or which may be privileged or otherwise protected from disclosure under  
25 state or federal statutes, court rules, case decisions, or common law. Allowing the  
26 parties or third parties to use such competitively sensitive information would cause  
27 harm to the competitive position of the disclosing party. The parties seek the entry

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1 of this Protective Order to prevent the unauthorized use or dissemination of  
2 confidential information produced in discovery during this action by competitors.

3 a. No document, information, or thing shall be designated  
4 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
5 unless good cause exists for such designation under the standards set forth in  
6 *Phillips v. G.M. Corp.*, 307 F.2d 1206, 1209 (9th Cir. 2002) and other relevant  
7 authority. Good cause exists for the designation of information as  
8 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” when the information has not  
9 been made public and falls into one of the categories identified in paragraph 5.2(b)  
10 hereof.

11 b. Good cause exists for the designation of information as  
12 “CONFIDENTIAL” when the information has not been revealed to the public and  
13 the information falls into one of the categories identified in paragraph 5.2(a) hereof.

14 c. The Parties shall use reasonable efforts to minimize the amount  
15 of material designated as “CONFIDENTIAL” or “CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY.”

17 d. This Protective Order applies to such “CONFIDENTIAL” and  
18 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information furnished in this  
19 litigation regardless of the form in which it is transmitted and regardless whether  
20 the information is furnished by a party or third party. Such information may be  
21 contained in documents, written discovery responses, declarations, deposition  
22 testimony, exhibits, and other materials or deposition testimony provided by any  
23 Party.

24 **2. DEFINITIONS**

25 2.1 Action: This above-captioned federal law suit, entitled *Daniel Kim, et*  
26 *al. v. Daniel Y. Kim, et al.*, U.S. District Court for the Central District of California,  
27 Case No. 8:19-cv-00755-JVS-FFM, including any counterclaims, cross-claims,  
28 consolidated actions, or related actions.

1           2.2 Challenging Party: a Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
6 the Good Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12           2.6 Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced  
15 or generated in disclosures or responses to discovery in this matter.

16           2.7 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19           2.8 House Counsel: attorneys who are employees of a party to this Action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22           2.9 Non-Party: any natural person, partnership, corporation, association,  
23 or other legal entity not named as a Party to this action.

24           2.10 Outside Counsel of Record: attorneys who are not employees of a  
25 party to this Action but are retained to represent or advise a party to this Action and  
26 have appeared in this Action on behalf of that party or are affiliated with a law firm  
27 which has appeared on behalf of that party, and includes support staff.

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1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation  
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

13          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

15 **3. SCOPE**

16          The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21          Any use of Protected Material at trial shall be governed by the orders of the  
22 trial judge. This Order does not govern the use of Protected Material at trial.

23 **4. DURATION**

24          Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
28 with or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 **5. DESIGNATING PROTECTED MATERIAL**

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items, or oral or written  
10 communications that qualify so that other portions of the material, documents,  
11 items, or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) may expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
23 that qualifies for protection under this Order must be clearly so designated before  
24 the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 a. Any Producing Party may designate any material as  
27 "CONFIDENTIAL" if such producing party in good faith believes that such  
28 Protected Material contains confidential or proprietary information, including

1 information in written, oral, electronic, graphic, pictorial, audiovisual, or other  
2 form, whether it is a document, information contained in a document, item produced  
3 for inspection, information revealed during a deposition, information revealed in an  
4 interrogatory answer, or otherwise.

5       b. Any Producing Party may designate any material as  
6 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” if such producing party in  
7 good faith believes that such Protected Material contains confidential,  
8 commercially sensitive, or proprietary information related to any of the following:  
9 technical data, research and development information, marketing or other business  
10 plans, product or service information, customer information, trade secrets,  
11 competitive information, or financial information of the Producing Party, including,  
12 without limitation, sales and cost information or any other information of such  
13 sensitivity to warrant “Confidential—Attorneys’ Eyes Only” treatment, including,  
14 information in written, oral, electronic, graphic, pictorial, audiovisual, or other  
15 form, whether it is a document, information contained in a document, item produced  
16 for inspection, information revealed during a deposition, information revealed in an  
17 interrogatory answer, or otherwise.

18       c. A Producing Party may designate any document or other tangible  
19 information or thing as “Confidential” or “Confidential—Attorneys’ Eyes Only” by  
20 stamping a conspicuous place thereof with the legend CONFIDENTIAL or  
21 CONFIDENTIAL—ATTORNEYS’ EYES ONLY, respectively. For example, in  
22 the case of a document, a producing party may so mark the first page of a multipage  
23 document and each page thereafter that actually contains Protected Material. In the  
24 case of other tangible items, a producing party may so mark any appropriate  
25 location. For example, in the case of a computer disk, a producing party may so  
26 mark the disk cover.

27       d. The terms of this Protective Order are applicable to Protected Material  
28 produced by a non-party and designated “CONFIDENTIAL” or

1 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only when the producing  
2 non-party has a proprietary interest or other right in such Protected Material, or  
3 where the producing non-party is contractually obligated to maintain the  
4 confidentiality of such Protected Material. A producing party may designate  
5 documents, information, or things disclosed at a deposition of a producing party or  
6 one of its present or former officers, directors, employees, agents, or independent  
7 experts retained for purposes of this litigation as “Confidential” or “Confidential—  
8 Attorneys’ Eyes Only” on the record during the deposition; or by notifying all  
9 parties in writing of the specific item so designated, within twenty one (21) days  
10 of receiving a copy of the deposition transcript, of the specific exhibits or lines and  
11 pages of the transcript that are believed in good faith to contain Protected Material.

12 i. If a producing party designates such materials as “Confidential”  
13 or “Confidential—Attorneys’ Eyes Only” on the record, the court reporter  
14 shall indicate on the cover page of the transcript that the transcript includes  
15 Confidential or Confidential—Attorneys’ Eyes Only information, shall list  
16 the pages and lines numbers and/or exhibits of the transcript on or in which  
17 such information is contained, and shall bind the transcript in separate  
18 portions containing Confidential, Confidential—Attorneys’ Eyes Only, and  
19 non-Confidential material. Further, during the period in which such  
20 Confidential or Confidential—Attorneys’ Eyes Only information is  
21 discussed during the deposition, any person present during the deposition  
22 who is not a Qualified Person, as defined below, or the court reporter, shall  
23 be excluded from that portion of the deposition.

24 ii. A deposition transcript and the exhibits thereto shall be  
25 presumed Confidential—Attorneys’ Eyes Only in their entirety until twenty  
26 one (21) days after receipt of the transcript by the producing party. If, after  
27 the deposition is taken, the producing party designates any portion of the  
28 deposition transcript or exhibits as “Confidential” or “Confidential—



1 Attorneys' Eyes Only" by giving written notice as described above, all  
2 persons receiving notice of such designation shall affix the same to the face  
3 of their copy or copies of the transcript. At the expiration of the twenty one  
4 (21) day period, the transcript and exhibits shall automatically revert to non-  
5 Confidential status, except those portions that have been designated on the  
6 record or in writing as "Confidential" or "Confidential—Attorneys' Eyes  
7 Only." Nothing in this paragraph is intended to restrict any Party's right to  
8 attend depositions in this action.

9 iii. A non-producing party may designate documents, information,  
10 or things disclosed at a deposition as "Confidential" or "Confidential—  
11 Attorneys' Eyes Only" in the same manner as a producing party if it has a  
12 good faith basis for claiming a proprietary interest or other right in the  
13 Confidential Material.

14 e. Material designated as confidential under this Protective Order, the  
15 information contained therein, and any summaries, copies, abstracts, or other  
16 documents derived in whole or in part from material designated as Protected  
17 Material shall be used only for the purpose of the prosecution, defense, or settlement  
18 of this action, and for no other purpose, except that a Party may seek permission  
19 from another court to use Protected Material produced under this Protective Order  
20 provided said Party gives advance notice to the parties whose materials are sought  
21 to be used and provided no disclosure of such Protected Material is made until such  
22 other court grants the request for permission. The restrictions contained in this  
23 paragraph may be modified by written agreement of the parties, but such  
24 modifications will not be considered part of this order unless approved by the Court.  
25 Nothing in this paragraph shall operate to bar motions in limine or similar motion  
26 to exclude the use of any document in any action between the Parties on any  
27 appropriate and available basis.

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1           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time that is consistent with the Court's  
10 Scheduling Order.

11           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37.1 et seq.

13           6.3 The burden of persuasion in any such challenge proceeding shall be on  
14 the Designating Party. Frivolous challenges, and those made for an improper  
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
17 Party has waived or withdrawn the confidentiality designation, all parties shall  
18 continue to afford the material in question the level of protection to which it is  
19 entitled under the Producing Party's designation until the Court rules on the  
20 challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 below (FINAL  
28 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to “qualified persons” below:

8 (a) any Party, including any officers, directors, and employees (including  
9 House Counsel) to whom disclosure is reasonably necessary for this Action;

10 (b) the Receiving Party’s Outside Counsel of Record in this Action, as well  
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
12 to disclose the information for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
26 will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone except  
3 as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
7 Information or Items. Unless otherwise ordered by the court or permitted in writing  
8 by the Designating Party, a Receiving Party may disclose any information or item  
9 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the “qualified  
10 persons” listed in sub-paragraphs 7.2(b) through (i) above, but shall not be disclosed  
11 to a Party, or to an officer, director or employee of a Party, except as provided above  
12 or unless otherwise agreed in writing or ordered by the Court. If disclosure of  
13 Attorneys’ Eyes Only Material is made pursuant to this paragraph, all other  
14 provisions in this order with respect to confidentiality shall also apply.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that  
20 Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall  
22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to  
24 issue in the other litigation that some or all of the material covered by the subpoena  
25 or order is subject to this Protective Order. Such notification shall include a copy of  
26 this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued  
28 by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY,” before a determination by the court from which the subpoena or order  
5 issued, unless the Party has obtained the Designating Party’s permission. The  
6 Designating Party shall bear the burden and expense of seeking protection in that  
7 court of its confidential material and nothing in these provisions should be  
8 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
9 a lawful directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-  
13 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL  
14 – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in  
15 connection with this litigation is protected by the remedies and relief provided by  
16 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
17 Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and

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1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14  
4 days of receiving the notice and accompanying information, the Receiving Party  
5 may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
7 not produce any information in its possession or control that is subject to the  
8 confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and  
10 expense of seeking protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
17 or persons to whom unauthorized disclosures were made of all the terms of this  
18 Order, and (d) request such person or persons to execute the "Acknowledgment and  
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
21 **OTHERWISE PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
26 procedure may be established in an e-discovery order that provides for production  
27 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
28 (e), insofar as the parties reach an agreement on the effect of disclosure of a

1 communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the court.

4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the information  
17 in the public record unless otherwise instructed by the court.

18 **13. FINAL DISPOSITION**

19 After the final disposition of this Action, as defined in paragraph 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in  
22 this subdivision, "all Protected Material" includes all copies, abstracts,  
23 compilations, summaries, and any other format reproducing or capturing any of the  
24 Protected Material. Whether the Protected Material is returned or destroyed, the  
25 Receiving Party must submit a written certification to the Producing Party (and, if  
26 not the same person or entity, to the Designating Party) by the 60 day deadline that  
27 (1) identifies (by category, where appropriate) all the Protected Material that was  
28 returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or  
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
5 and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain Protected Material. Any such archival  
7 copies that contain or constitute Protected Material remain subject to this Protective  
8 Order as set forth in Section 4 (DURATION).

9  
10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED,**

11  
12 DATED: October 4, 2019

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15 **FREDERICK F. MUMM**  
16 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Daniel Kim, et al. v. Daniel Y. Kim, et al.*, U.S. District Court  
8 for the Central District of California, Case No. 8:19-cv-00755-JVS-FFM. I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order  
10 and I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23 Date: \_\_\_\_\_ City and State where executed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_