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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

Kolon Industries, Inc.,  
Plaintiff,

v.

Hyosung Advanced Materials Corp.  
and Hyosung USA, Inc.,  
Defendants.

Case No. 8:24-cv-00415-JVS-JDE  
STIPULATED PROTECTIVE ORDER

Based on the parties' Stipulation (Dkt. 78) and the Court's review of the docket and for good cause shown, the Court finds and orders as follows.

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from disclosure and from use for any purpose other than pursuing this litigation may be warranted. This Order does not confer blanket protections on all disclosures during discovery. Designations under this Order shall be made with care and with a good-faith belief that the designated material satisfies the criteria set forth below.

**2. DEFINITIONS**

2.1 Action: This pending federal lawsuit - *Kolon Indus., Inc. v. Hyosung Advanced Materials Corp. et al.*, Case No. 8-24-cv-00415-JVS-JDE (C.D. Cal.).

STIPULATED PROTECTIVE ORDER

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).

6           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
7 their support staff).

8           2.5    Designating Party: a Party or Non-Party that designates information or  
9 items that it produces in disclosures or responses to discovery as “CONFIDENTIAL”  
10 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11          2.6    Disclosure or Discovery Material: all items or information, regardless  
12 of the medium or manner in which it is generated, stored, or maintained (including,  
13 among other things, testimony, transcripts, and tangible things), that are produced  
14 or generated in disclosures or responses to discovery.

15          2.7    Expert: a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve  
17 as an expert witness or as a consultant in this Action.

18          2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19 Information or Items: extremely sensitive “Confidential Information or Items,”  
20 disclosure of which to another Party or Non-Party, even under the restricted terms  
21 and conditions applicable to material designated “CONFIDENTIAL,” would not  
22 adequately protect the interests of the Designating Party. Examples of HIGHLY  
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY material include, but are not  
24 limited to, the following:

25           A.    Confidential licenses, licensing terms, and communications regarding  
26 licensing;

27           B.    Confidential sales, pricing, profit, and other financial information;  
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- 1 C. Confidential business, marketing, and strategic plans and forecasts;  
2 D. Confidential technical information, including design, development,  
3 engineering, manufacturing, and testing documents;  
4 E. Employee personal information, to the extent such information is  
5 produced and not redacted;  
6 F. Trade Secrets;  
7 G. Confidential customer information; and  
8 H. Any other type or category of information which a Producing Party  
9 believes must be held in highest level of confidence because it could otherwise  
10 create a competitive disadvantage.

11 2.9 House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14 2.10 Non-Party: any natural person, partnership, corporation,  
15 association, or other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of  
17 a party to this Action but are retained to represent a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm that  
19 has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers,  
21 directors, employees, consultants, retained experts, and Outside Counsel of Record  
22 (and their support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure  
24 or Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
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3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.15 Protected Material: any Disclosure or Discovery Material  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY.”

8           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

10           **3.     SCOPE**

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

16           Any use of Protected Material at trial shall be governed by the orders of the  
17 trial judge and other applicable authorities. This Order does not govern the use of  
18 Protected Material at trial.

19           **4.     DURATION**

20           Even after the Final Disposition of this case, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Producing Party agrees  
22 otherwise in writing or a court order otherwise directs.

23           Once a case proceeds to trial, Protected Material under this order that is  
24 introduced as an exhibit at trial will be presumptively available to all members of  
25 the public, including the press, unless compelling reasons supported by specific  
26 factual findings to proceed otherwise are made to the trial judge in advance of the  
27 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th  
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1 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced  
2 in discovery from “compelling reasons” standard when merits-related documents  
3 are part of court record). Accordingly, the terms of this order do not extend beyond  
4 the commencement of the trial for material introduced at trial.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 Each Party or Non-Party that designates information or items for protection  
7 under this Order must take care to limit any such designation to specific material  
8 that qualifies under the appropriate standards. The Designating Party must  
9 designate for protection only those parts of material, documents, items or oral or  
10 written communications that qualify so that other portions of the material,  
11 documents, items or communications for which protection is not warranted are not  
12 swept 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  
16 impose unnecessary expenses and burdens on other parties) may expose the  
17 Designating 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 5.1 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order, or as otherwise stipulated or ordered, Disclosure of 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) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
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1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
4 protected material.

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and  
8 before the designation, all of the material made available for inspection shall be  
9 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY.” After the inspecting Party has identified the documents it wants  
11 copied and produced, the Producing Party must determine which documents, or  
12 portions thereof, qualify for protection under this Order. Then, before producing  
13 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
14 legend” to each page that contains Protected Material.

15 (b) for testimony given in depositions that the Designating Party  
16 identifies the Disclosure or Discovery Material on the record, before the close of  
17 the deposition all protected testimony. When it is impractical to identify separately  
18 each portion of testimony entitled to protection and it appears that substantial  
19 portions of the testimony may qualify for protection, the Designating Party may  
20 invoke on the record (before the deposition is concluded) a right to have up to 30  
21 days from the time the final transcript is received by the Designating Party to  
22 identify the specific portions of the testimony as to which protection is sought and  
23 to specify the level of protection being asserted. Only those portions of the  
24 testimony that are appropriately designated for protection within the 30 days shall  
25 be covered by the provisions of this Protective. Alternatively, a Designating Party  
26 may specify, at the deposition or up to 30 days afterwards if that period is properly  
27 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or  
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1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” In the event that  
2 the deposition is videotaped, the original and all copies of the videotape shall be  
3 marked by the video technician pursuant to the terms of this Order to indicate that  
4 the contents of the videotape are subject to this Order.

5 Parties shall give the other parties notice if they reasonably expect a  
6 deposition to include Protected Material so that the other parties can ensure that  
7 only authorized individuals including those who have signed the “Acknowledgment  
8 and Agreement to Be Bound” (Exhibit A) are present at those depositions. Counsel  
9 for the Producing Party has the right to exclude from oral depositions—other than  
10 the deponent, the deponent’s counsel, the reporter, and the videographer (if any)—  
11 any person who is not authorized by this Protective Order to receive or access  
12 Protected Material based on the designation of such Protected Material. Such right  
13 of exclusion shall be applicable only during periods of examination or testimony  
14 about such Protected Material. The use of a document as an exhibit at a deposition  
15 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17 Transcripts containing Protected Material shall have an obvious legend on  
18 the title page that the transcript contains Protected Material, and the title page shall  
19 be followed by a list of all pages (including line numbers as appropriate) that have  
20 been designated as Protected Material and the level of protection being asserted by  
21 the Designating Party. The Designating Party shall inform the court reporter of  
22 these requirements. Any transcript prepared before the expiration of the 30-day  
23 period for designation shall be treated during that period as if it had been  
24 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its  
25 entirety unless otherwise agreed. After the expiration of that period, the transcript  
26 shall be treated only as actually designated.

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1 (c) for information produced in some form other than documentary  
2 and for any other tangible items, that the Producing Party affix in a prominent  
3 place on the exterior of the container or containers in which the information is  
4 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.” If the information or tangible item cannot be  
6 conveniently labeled, it shall be designated by written notice to all Receiving  
7 Parties. If only a portion or portions of the information warrants protection, the  
8 Producing Party, to the extent practicable, shall identify the protected portion(s).

9 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
10 failure to designate qualified information or items does not, standing alone, waive  
11 the Designating Party’s right to secure protection under this Order for such  
12 material. Upon timely correction of a designation, the Receiving Party must make  
13 reasonable efforts to assure that the material is treated in accordance with the  
14 provisions of this Order.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court’s  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37-1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
22 joint stipulation pursuant to Local Rule 37-2.

23 6.4 The burden of persuasion in any such challenge proceeding shall be  
24 on the Designating Party. Frivolous challenges, and those made for an improper  
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
26 parties) may expose the Challenging Party to sanctions. Unless the Designating  
27 Party has waived or withdrawn the confidentiality designation, all parties shall  
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1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation until the Court rules on the  
3 challenge.

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

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action for prosecuting, defending or attempting to settle this Action only. Such  
8 Protected Material may be disclosed only to the categories of persons and under  
9 the conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 14 below (FINAL  
11 DISPOSITION).

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

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
20 as well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this Action;

22 (b) the House Counsel and foreign counsel of the Receiving Party  
23 to whom disclosure is reasonably necessary for this Action who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to  
26 whom disclosure is reasonably necessary for this Action and who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
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- 1 (d) the court and its personnel;  
2 (e) court reporters and their staff;  
3 (f) professional jury or trial consultants, mock jurors, and  
4 Professional Vendors to whom disclosure is reasonably necessary for this Action;  
5 (g) the author or recipient of a document containing the  
6 information or a custodian or other person who otherwise possessed or knew the  
7 information;  
8 (h) any mediators or settlement officers and their supporting  
9 personnel, mutually agreed upon by any of the parties engaged in settlement  
10 discussions.  
11 (i) Any other person with the prior written consent of the  
12 Producing Party.

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
15 in writing by the Designating Party, a Receiving Party may disclose any  
16 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
17 EYES ONLY” only to the persons identified in 7.2(a) and 7.2(d) through (i).

18 **8. NOTICE OF DISCLOSURE**

- 19 (a) Prior to disclosing any Protected Material to any person described in  
20 Paragraph 7.2(c) (referenced below as “Person”), the Party seeking to disclose such  
21 information shall provide the Producing Party with written notice that includes:  
22 (i) the name of the Person;  
23 (ii) an up-to-date curriculum vitae of the Person;  
24 (iii) the present employer and title of the Person;  
25 (iv) an identification of all of the Person's past and current  
26 employment and consulting relationships going back five (5) years;  
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1 (v) a list of the cases in which the Person has testified at deposition  
2 or trial within the last five (5) years.

3 (b) Within fourteen (14) days of receipt of the disclosure of the Person,  
4 the Producing Party or Parties may object in writing to the Person for good cause.  
5 In the absence of an objection at the end of the fourteen (14) day period, the Person  
6 shall be deemed approved under this Protective Order. There shall be no disclosure  
7 of Protected Material to the Person prior to expiration of this fourteen (14) day  
8 period. If the Producing Party objects to disclosure to the Person within such  
9 fourteen (14) day period, the Parties shall meet and confer via telephone or in  
10 person within seven (7) days following the objection and attempt in good faith to  
11 resolve the dispute on an informal basis. If the dispute is not resolved, the Party  
12 objecting to the disclosure will have fourteen (14) days from the date of the meet  
13 and confer to seek relief from the Court in accordance with Local Civil Rule 37-1,  
14 et seq. If relief is not sought from the Court within that time, the objection shall be  
15 deemed withdrawn. If relief is sought, designated materials shall not be disclosed  
16 to the Person in question until the Court resolves the objection.

17 (c) For purposes of this section, “good cause” shall include an objectively  
18 reasonable concern that the Person will, advertently or inadvertently, use or  
19 disclose Discovery Materials in a way or ways that are inconsistent with the  
20 provisions contained in this Order.

21 (d) Prior to receiving any Protected Material under this Order, the Person  
22 must execute a copy of the “Acknowledgement and Agreement to Be Bound”  
23 (Exhibit A hereto) and serve it on all Parties.

24 (e) An initial failure to object to a Person under this Section shall not  
25 preclude the nonobjecting Party from later objecting to continued access by that  
26 Person for good cause. If an objection is made, the Parties shall meet and confer  
27 via telephone or in person within seven (7) days following the objection and  
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1 attempt in good faith to resolve the dispute informally. If the dispute is not  
2 resolved, the Party objecting to the disclosure will have fourteen (14) days from  
3 the date of the meet and confer to seek relief from the Court in accordance with  
4 Local Rule 37-1, et seq. The designated Person may continue to have access to  
5 information that was provided to such Person prior to the date of the objection. If a  
6 later objection is made, no further Protected Material shall be disclosed to the  
7 Person until the Court resolves the matter or the Producing Party withdraws its  
8 objection. Notwithstanding the foregoing, if the Producing Party fails to move for a  
9 protective order within fourteen (14) business days after the meet and confer,  
10 further Protected Material may thereafter be provided to the Person.

11 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

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

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

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

23 (c) cooperate with respect to all reasonable procedures sought to be  
24 pursued by the Designating Party whose Protected Material may be affected. If the  
25 Designating Party timely seeks a protective order, the Party served with the  
26 subpoena or court order shall not produce any information designated as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
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1 ONLY” before a determination by the court from which the subpoena or order  
2 issued, unless the Party has obtained the Designating Party’s permission. The  
3 Designating Party shall bear the burden and expense of seeking protection in that  
4 court of its confidential material and nothing in these provisions should be  
5 construed as authorizing or encouraging a Receiving Party in this Action to  
6 disobey a lawful directive from another court.

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

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

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

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

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

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

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

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

20 **12. 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  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B).

26 Pursuant to Fed. R. Evid. 502(d), a Party's inadvertent or otherwise  
27 disclosure or production of any documents or information in this proceeding shall  
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1 not, for the purposes of this proceeding, constitute a waiver by that Party of the  
2 attorney-client privilege or work product protection as applicable to those  
3 documents.

4 Any party receiving any such inadvertently or otherwise produced  
5 documents or information shall return them to the producing party, upon request,  
6 shall promptly delete any versions of the documents it maintains, and make no use  
7 of the information contained therein, except as otherwise provided in this Order,  
8 regardless of whether the receiving party agrees with the claim of privilege and/or  
9 work product protection.

10 Nothing in this Order shall prevent a receiving party from challenging the  
11 privilege or protection asserted by the producing party by following the procedure  
12 outlined in this Order. Pursuant to Fed. R. Civ. P. 26, the producing party bears the  
13 burden of establishing the privilege or protection of all such challenged documents.  
14 The receiving party may not use information contained in the challenged  
15 documents when contesting the privilege claim.

16 Disclosure of information or documents by the receiving party before the  
17 producing party designates the information as protected shall not be deemed a  
18 violation of this Order.

19 **13. MISCELLANEOUS**

20 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order, no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.  
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1           13.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Civil Rule 79-5, et seq. Protected  
3 Material may only be filed under seal pursuant to a court order authorizing the  
4 sealing of the specific Protected Material. Designation of material as protected  
5 under this Order does not, of itself, show good cause or compelling reasons  
6 warranting sealing

7           **14. PROSECUTION BAR**

8           Any Outside Counsel of Record or any Expert who receives Protected  
9 Material designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY” shall not prepare, prosecute, supervise, or assist in the preparation or  
11 prosecution of any patent application pertaining to the fields of invention of the  
12 patents in suit on behalf of the Receiving Party or its acquirer, successor,  
13 predecessor, or other affiliate during the pendency of this Action and for one year  
14 after its conclusion, including any appeals.

15           For purposes of this Section, “prosecution” includes any activity related to  
16 (i) the preparation or prosecution (for any person or entity) of patent applications,  
17 including among others reissue applications or (ii) directly or indirectly  
18 participating, drafting, amending, advising, or otherwise affecting the scope or  
19 maintenance of patent claims. To ensure compliance with the purpose of this  
20 provision, each Party shall create an “Ethical Wall” between those persons with  
21 access to materials designated HIGHLY CONFIDENTIAL – ATTORNEYS’  
22 EYES ONLY and any individuals who, on behalf of the Party or its acquirer,  
23 successor, predecessor, or other affiliate, prepare, prosecute, supervise or assist in  
24 the preparation or prosecution of any patent application pertaining to the  
25 technologies at issue.

26           To avoid any doubt, “prosecution,” as used in this Section, does not include  
27 representing a Party or Non-Party in *inter partes reviews* or other post-grant  
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1 proceedings before the United States Patent and Trademark Office or any foreign  
2 patent agency. This Prosecution Bar shall begin when access to “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first received  
4 by the affected individual.

5 **15. FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request  
7 by the Designating Party, each Receiving Party must return all Protected Material  
8 to the Producing Party or destroy such material. For purposes of this Order, “Final  
9 Disposition” occurs after an order, mandate, or dismissal finally terminating the  
10 above-captioned action with prejudice, including all appeals. As used in this  
11 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the  
15 same person or entity, to the Designating Party) by the 60-day deadline that (1)  
16 identifies (by category, where appropriate) all the Protected Material that was  
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
18 copies, abstracts, compilations, summaries, or any other format reproducing or  
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
20 can retain an archival copy of all pleadings, motion papers, trial, deposition, and  
21 hearing transcripts, legal memoranda, correspondence, deposition, and trial  
22 exhibits, expert reports, attorney work product, and consultant and expert work  
23 product, even if such materials contain Protected Material. Any such archival  
24 copies that contain or constitute Protected Material remain subject to this  
25 Protective Order as set forth in Section 4 (DURATION).

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**16. VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: September 26, 2024

  
\_\_\_\_\_  
JOHN D. EARLY  
United States Magistrate Judge

1  
2 **EXHIBIT A**

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Protective Order that was issued  
7 by the United States District Court for the Central District of California on  
8 September 26, 2024, in *Kolon Indus., Inc. v. Hyosung Advanced Materials Corp. et*  
9 *al.*, Case No. 8-24-cv-00415 (C.D. Cal.). I agree to comply with and to be bound  
10 by all the terms of this Protective Order, and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any  
13 information or item that is subject to this Protective Order to any person or entity  
14 except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for enforcing the terms of this  
17 Protective Order, even if those enforcement proceedings occur after termination of  
18 this action.

19  
20  
21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25 [printed name]

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

27 [signature]  
28