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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE KOREAN RAMEN ANTITRUST
LITIGATION,

THIS DOCUMENT RELATES TO:

All Actions

Case No. 3:13-cv-04115-WHO
**STIPULATED CONFIDENTIALITY
PROTECTIVE ORDER**

United States District Court
Northern District of California

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in the consolidated actions styled as In Re Korean Ramen
3 Direct Purchaser Antitrust Litigation, United States District Court, Northern District of California,
4 Case No. 13-cv-04148 WHO and In Re Korean Ramen Indirect Purchaser Antitrust Litigation,
5 United States District Court, Northern District of California, Case No. 13-cv-04115 WHO
6 (collectively the “action”) are likely to involve production of confidential, proprietary, or private
7 information for which special protection from public disclosure and from use for any purpose other
8 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and
9 petition the Court to enter the following Stipulated Confidentiality Protective Order (“Order”). The
10 parties acknowledge that this Order does not confer blanket protections on all disclosures or
11 responses to discovery and that the protection it affords from public disclosure and use extends only
12 to the limited information or items that are entitled to confidential treatment under the applicable
13 legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Order
14 does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
15 procedures that must be followed and the standards that will be applied when a party seeks
16 permission from the Court to file material under seal.

17 2. DEFINITIONS

18 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.2 “CONFIDENTIAL” Information or Items: Information or Items the Producing
21 Party in good faith considers to be, reflect or reveal a trade secret or other confidential research,
22 development, or commercial information subject to protection under Fed. R. Civ. P. 26(c)(1), or
23 other information required by law or agreement to be kept confidential. CONFIDENTIAL
24 Information includes personal information protected by law including, but not limited to, the
25 Personal Information Protection Act of Korea.

26 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
27 as their support staff).

28 2.4 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
3 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
4 transcripts, and tangible things), that are produced or generated in disclosures or responses to
5 discovery in this matter.

6 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
7 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
8 consultant in this action.

9 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
10 Items: Information or Items which are “CONFIDENTIAL” within the meaning of the definition
11 in Section 2.2 above which are extremely sensitive such that the disclosure of which to another
12 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
13 less restrictive means, including but not limited to Information or Items the disclosure of which
14 the Producing Party believes in good faith will cause harm to its competitive position.

15 2.8 House Counsel: attorneys who are employees of a Party to this action. House
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
18 entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this action
20 but are retained to represent or advise a Party to this action and have appeared in this action on
21 behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

22 2.11 Party: any party to this action, including all of its officers, directors, employees,
23 consultants, retained Experts, House Counsel, and Outside Counsel of Record (and their support
24 staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material in this action.

27 2.13 Professional Vendors: persons or entities that provide litigation support services
28 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,

1 storing, or retrieving data in any form or medium) and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected Material (as
8 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
9 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
10 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
11 However, the protections conferred by this Stipulation and Order do not cover the following
12 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
14 publication not involving a violation of this Order, including becoming part of the public record
15 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
16 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
17 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
18 Protected Material at trial shall be governed by a separate agreement or order.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations imposed by this
21 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
22 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
23 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
24 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
25 time limits for filing any motions or applications for extension of time pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
28 Non-Party that designates information or items for protection under this Order must take care to

1 limit any such designation to material that qualifies under the appropriate standards.

2 5.2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must promptly notify
4 all other Parties that it is withdrawing the mistaken designation.

5 5.3 Manner and Timing of Designations. Except as otherwise provided in this Order
6 (see, e.g., second paragraph of section 5.3(a) below), or as otherwise stipulated or ordered,
7 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
8 designated before the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 a. for information in documentary form (e.g., paper or electronic documents, but excluding
11 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
12 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to
13 each page that contains protected material.

14 A Party or Non-Party that makes original documents or materials available for inspection
15 need not designate them for protection until after the inspecting Party has indicated which material it
16 would like copied and produced. During the inspection and before the designation, all of the material
17 made available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS'
18 EYES ONLY". After the inspecting Party has identified the documents it wants copied and
19 produced, the Producing Party must determine which documents, or portions thereof, qualify for
20 protection under this Order. Then, before producing the specified documents, the Producing Party
21 must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY" legend to each page that contains Protected Material.

23 b. A Party or Non-Party must designate as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" any and all Information that it received from
25 another Party or Non-Party that it reasonably believes that other Party or Non-Party considers to be
26 confidential (such as, by way of example, wholesale price lists or terms of sale). In the event that
27 any documents or materials that should be subject to a "CONFIDENTIAL" or "HIGHLY
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation are produced by a Party or Non-

1 Party without such designation, any other Party or Non-Party (the “Noticing Party”) may give
2 written notice of such defective production to all Parties within twenty (20) days of discovery of the
3 failure by the producing Party or Non-Party to properly designate the documents or materials,
4 together with a copy of the subject documents or materials with the appropriate confidentiality
5 designation. Upon receipt of such notice, all Parties that received the original version of the
6 documents or materials shall promptly destroy them and all copies thereof, or, at the expense of the
7 Producing Party, return such together with all copies of such documents or materials to counsel for
8 the Noticing Party. If a Receiving Party chooses to destroy such documents or materials, the
9 Receiving Party shall notify the Noticing Party in writing of such destruction within ten (10) days of
10 receipt of the notice.

11 c. for testimony given in deposition or in other pretrial or trial proceedings, that the
12 Designating Party identify on the record, before the close of the deposition, hearing, or other
13 proceeding, all protected testimony. When it is impractical to identify separately each portion of
14 testimony that is entitled to protection and it appears that substantial portions of the testimony may
15 qualify for protection, the Designating Party may invoke on the record (before the deposition,
16 hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific
17 portions of the testimony as to which protection is sought and to specify the level of protection being
18 asserted. Only those portions of the testimony that are appropriately designated for protection within
19 the 21 days shall be covered by the provisions of this Order. Alternatively, a Designating Party may
20 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the
21 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
24 other proceeding to include Protected Material so that the other Parties can ensure that only
25 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
27 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

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

9 d. for information produced in some form other than documentary and for any other tangible
10 items, that the Producing Party affix in a prominent place on the exterior of the container or
11 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

13 6. INADVERTENT FAILURE TO DESIGNATE. If timely corrected, an inadvertent failure to
14 designate qualified information or items does not, standing alone, waive the Designating Party’s
15 right to secure protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
17 accordance with the provisions of this Order.

18 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
22 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
23 confidentiality designation by electing not to mount a challenge promptly after the original
24 designation is disclosed.

25 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process by providing written notice of each designation it is challenging and describing the basis
27 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
28 notice must recite that the challenge to confidentiality is being made in accordance with this

1 specific paragraph of the Order. The Parties shall attempt to resolve each challenge in good faith
2 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
3 communication are not sufficient) within 14 days of the date of service of notice. In conferring, the
4 Challenging Party must explain the basis for its belief that the confidentiality designation was not
5 proper and must give the Designating Party an opportunity to review the designated material, to
6 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for
7 the chosen designation. A Challenging Party may proceed to the next stage of the challenge
8 process only if it has engaged in this meet and confer process first or establishes that the
9 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

10 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
11 intervention, a Party or Non-Party that elects to press a challenge to a confidentiality designation
12 after considering the justification offered by the Designating Party may initiate the discovery dispute
13 submission process outlined at paragraph 10 of the Standing Order for Magistrate Judge Donna M.
14 Ryu (revised Aug. 6, 2014), and in compliance with Local Rule 79-5, if applicable, that identifies the
15 challenged material and sets forth in detail the basis for the challenge. The burden of persuasion in
16 any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those
17 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. All Parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing Party's
20 designation until the court rules on the challenge.

21 8. ACCESS TO AND USE OF PROTECTED MATERIAL

22 8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
23 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
24 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
25 the categories of persons and under the conditions described in this Order. When the litigation has
26 been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL
27 DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a location and in a

1 secure manner that ensures that access is limited to the persons authorized under this Order.

2 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
3 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
4 information or item designated “CONFIDENTIAL” only to:

5 a. the Receiving Party’s Outside Counsel of Record in this action, as well as employees
6 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
7 this litigation;

8 b. the officers, directors, and employees (including House Counsel) of the Receiving
9 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

11 c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
13 to Be Bound” that is attached hereto as Exhibit A;

14 d. the Court and its personnel;

15 e. court reporters and their staff and who have signed the “Acknowledgment and
16 Agreement to Be Bound” that is attached hereto as Exhibit A;

17 f. professional jury or trial consultants, mock jurors, Professional Vendors, and each of
18 their employees or subcontractors to whom disclosure is reasonably necessary for this litigation and
19 who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
20 Exhibit A;

21 g. during their depositions, witnesses who (a) are or at any time were from the party that
22 produced the Information, (b) are shown on the document as a person that sent or received it, or (c)
23 notice is provided to the Designating Party in advance of the deposition and, if the Designating Party
24 does not agree to use of the document, the Parties have a chance to obtain a ruling from the
25 magistrate judge before the document is shown to the witness. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the
27 court reporter and may not be disclosed to anyone except as permitted under this Order;

28 h. the author or intended recipient (e.g., persons “cc’d” or “bcc’d”) of a document

1 containing the information or the original source of the information, or a person mentioned in the
2 document.

3 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

7 a. the Receiving Party’s Outside Counsel of Record in this action, as well as employees
8 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
9 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 b. Experts (as defined in this Order) of the Receiving Party to whom disclosure is
11 reasonably necessary for this litigation;

12 c. the Court and its personnel;

13 d. court reporters and their staff and who have signed the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A;

15 e. professional jury or trial consultants, mock jurors, Professional Vendors, and each of
16 their employees or subcontractors to whom disclosure is reasonably necessary for this litigation and
17 who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
18 Exhibit A;

19 f. during their depositions, witnesses who (a) are or at any time were from the party that
20 produced the Information, (b) are shown on the document as a person that sent or received it, or (c)
21 notice is provided to the Designating Party in advance of the deposition and, if the Designating Party
22 does not agree to use of the document, the Parties have a chance to obtain a ruling from the
23 magistrate judge before the document is shown to the witness. Pages of transcribed deposition
24 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the
25 court reporter and may not be disclosed to anyone except as permitted under this Order.

26 g. the author or intended recipient (e.g., person “cc’d” or “bcc’d”) of a document
27 containing the information or the original source of the information, or a person mentioned in the
28 document.

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 9.1 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL,” that Party must:

6 a. promptly notify in writing the Designating Party. Such notification shall include a
7 copy of the subpoena or court order;

8 b. promptly notify in writing the Party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Order. Such notification shall include a copy of this Order; and

11 c. cooperate with respect to all reasonable procedures sought to be pursued by the
12 Designating Party whose Protected Material may be affected.

13 9.2 If the Designating Party timely seeks a protective order, the Party served with the
14 subpoena or court order shall not produce any information designated in this action as
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
16 determination by the court from which the subpoena or order issued, unless the Party has obtained
17 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
18 seeking protection in that court of its confidential material – and nothing in these provisions should
19 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
20 directive from another court.

21 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
22 LITIGATION

23 10.1 The terms of this Order are applicable to information produced by a Non-Party in
24 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Such
25 information produced by Non-Parties in connection with this litigation is protected by the remedies
26 and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a
27 Non-Party from seeking additional protections.

28 10.2 In the event that a Party is required, by a valid discovery request, to produce a Non-

1 Party's confidential information in its possession, and the Party is subject to an agreement with the
2 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

3 a. promptly notify in writing the Requesting Party and the Non-Party that some
4 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

5 b. promptly provide the Non-Party with a copy of this Order, the relevant
6 discovery request(s), and a reasonably specific description of the information requested; and

7 c. make the information requested available for inspection by the Non-Party.

8 10.3 If the Non-Party fails to object or seek a protective order from this court within 14
9 days of receiving the notice and accompanying information, the Receiving Party may produce the
10 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
11 seeks a protective order, the Receiving Party shall not produce any information in its possession or
12 control that is subject to the confidentiality agreement with the Non-Party before a determination by
13 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
14 seeking protection in this court of its Protected Material.

15 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
17 Material to any person or in any circumstance not authorized under this Order, the Receiving Party
18 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
19 its best efforts to retrieve all unauthorized copies of the Protected Material, and (c) inform the person
20 or persons to whom unauthorized disclosures were made of all the terms of this Order.

21 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
22 MATERIAL

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

28 13. MISCELLANEOUS

1 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
2 its modification by the court in the future.

3 13.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party
4 waives any right it otherwise would have to object to disclosing or producing any information or
5 item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Order.

7 13.3 Filing Protected Material. Without written permission from the Designating Party or a
8 court order secured after appropriate notice to all interested persons, a Party may not file in the
9 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
10 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
11 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
12 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
13 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
14 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
15 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
16 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

17 14. FINAL DISPOSITION

18 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
19 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
20 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
21 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
22 the Protected Material is returned or destroyed, the Receiving Party must submit a written
23 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
24 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
25 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
27 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
28 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Confidentiality Protective Order that was issued by the United States District Court for the Northern District of California on _____ [date] in the cases of In Re Korean Ramen Direct Purchaser Antitrust Litigation, United States District Court, Northern District of California, Case No. 13-cv-04148 WHO and In Re Korean Ramen Indirect Purchaser Antitrust Litigation, United States District Court, Northern District of California, Case No. 13-cv-04115 WHO. I agree to comply with and to be bound by all the terms of this Stipulated Confidentiality Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Confidentiality Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Confidentiality Protective Order including this Acknowledgement and Agreement to be Bound, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Confidentiality Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____