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[COMPLETE LIST OF COUNSEL
IDENTIFIED ON SIGNATURE PAGES]

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

HUNTER DOUGLAS, INC. and
ANDREW J. TOTI TESTAMENTARY
TRUST,

Plaintiffs,

v.

CHING FENG HOME FASHIONS CO.,
LTD.,

Defendant.

CASE NO. 3:17-CV-01069-RS

**STIPULATED ~~[PROPOSED]~~
PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS**

STIPULATED [PROPOSED] PROTECTIVE ORDER FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE CONFIDENTIAL INFORMATION AND/OR TRADE
SECRETS

CASE NO. 3:17-CV-01069-RS

1 WHEREAS, Hunter Douglas, Inc. and the Andrew J. Toti Testamentary Trust
2 (collectively, “Plaintiffs”), and Ching Feng Home Fashions Co., Ltd. (“Ching Feng”), have
3 stipulated to certain modifications to the Court’s Stipulated Protective Order for Litigation
4 Involving Patents, Highly Sensitive Confidential Information and/or Trade Secrets, and for good
5 cause shown and upon the stipulation of the parties, the Court ORDERS as follows:

6 1. PURPOSES AND LIMITATIONS

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

18 2. DEFINITIONS

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

21 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
22 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
23 of Civil Procedure 26(c).

24 2.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
25 well as their support staff).

26 2.4. Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 2.5. Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
7 a consultant in this action, (2) is not a past or current employee of a Party or of a Party's
8 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or
9 of a Party's competitor.

10 2.7. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
11 Items: extremely sensitive "Confidential Information or Items," 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.

14 2.8. House Counsel: attorneys who are employees of a party to this action. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.9. Non-Party: any natural person, partnership, corporation, association, or other legal
17 entity not named as a Party to this action.

18 2.10. Outside Counsel of Record: attorneys who are not employees of a party to this
19 action but are retained to represent or advise a party to this action and have appeared in this action
20 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

21 2.11. Party: any party to this action, including all of its officers, directors, employees,
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

25 2.13. Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
27 organizing, storing, or retrieving data in any form or medium) and their employees and
28 subcontractors.

1 2.14. Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

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

18 4. DURATION

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

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party
28 or Non-Party that designates information or items for protection under this Order must take care to
STIPULATED [PROPOSED] PROTECTIVE ORDER FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE CONFIDENTIAL INFORMATION AND/OR TRADE
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1 limit any such designation to specific material that qualifies under the appropriate standards. To
2 the extent it is practical to do so, the Designating Party must designate for protection only those
3 parts of material, documents, items, or oral or written communications that qualify – so that other
4 portions of the material, documents, items, or communications for which protection is not
5 warranted are not swept unjustifiably within the ambit of this Order.

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

10 If it comes to a Designating Party’s attention that information or items that it designated
11 for protection do not qualify for protection at all or do not qualify for the level of protection
12 initially asserted, that Designating Party must promptly notify all other parties that it is
13 withdrawing the mistaken designation.

14 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order
15 (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,
16 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
17 designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents,
20 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
21 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” to each page that contains protected material. If only a portion or portions of the
23 material on a page qualifies for protection, the Producing Party also must clearly identify the
24 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
25 each portion, the level of protection being asserted.

26 A Party or Non-Party that makes original documents or materials available for inspection
27 need not designate them for protection until after the inspecting Party has indicated which material
28 it would like copied and produced. During the inspection and before the designation, all of the

1 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions thereof,
4 qualify for protection under this Order. Then, before producing the specified documents, the
5 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected
7 Material. If only a portion or portions of the material on a page qualifies for protection, the
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
9 markings in the margins) and must specify, for each portion, the level of protection being asserted.

10 (b) for testimony given in deposition or in other pretrial or trial proceedings,
11 that the Designating Party identify on the record, before the close of the deposition, hearing, or
12 other proceeding, all protected testimony and specify the level of protection being asserted. When
13 it is impractical to identify separately each portion of testimony that is entitled to protection and it
14 appears that substantial portions of the testimony may qualify for protection, the Designating Party
15 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
16 to have up to 21 days to identify the specific portions of the testimony as to which protection is
17 sought and to specify the level of protection being asserted. Only those portions of the testimony
18 that are appropriately designated for protection within the 21 days shall be covered by the
19 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
20 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire
21 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
2 that the transcript contains Protected Material, and the title page shall be followed by a list of all
3 pages (including line numbers as appropriate) that have been designated as Protected Material and
4 the level of protection being asserted by the Designating Party. The Designating Party shall inform
5 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
6 21-day period for designation shall be treated during that period as if it had been designated
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
8 agreed. After the expiration of that period, the transcript shall be treated only as actually
9 designated.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
12 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
13 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
14 the information or item warrant protection, the Producing Party, to the extent practicable, shall
15 identify the protected portion(s) and specify the level of protection being asserted.

16 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
17 designate qualified information or items does not, standing alone, waive the Designating Party’s
18 right to secure protection under this Order for such material. Upon timely correction of a
19 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
20 in accordance with the provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
23 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
25 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
26 challenge a confidentiality designation by electing not to mount a challenge promptly after the
27 original designation is disclosed.

28 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process

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

13 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court
14 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
15 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of
16 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
17 process will not resolve their dispute, whichever is earlier. Each such motion must be
18 accompanied by a competent declaration affirming that the movant has complied with the meet
19 and confer requirements imposed in the preceding Section. Failure by the Designating Party to
20 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
21 shall automatically waive the confidentiality designation for each challenged designation. In
22 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
23 time if there is good cause for doing so, including a challenge to the designation of a deposition
24 transcript or any portions thereof. Any motion brought pursuant to this provision must be
25 accompanied by a competent declaration affirming that the movant has complied with the meet
26 and confer requirements imposed by the preceding Section.

27 The burden of persuasion in any such challenge proceeding shall be on the Designating
28 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose

1 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
2 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
3 file a motion to retain confidentiality as described above, all parties shall continue to afford the
4 material in question the level of protection to which it is entitled under the Producing Party's
5 designation until the court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
8 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
9 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
10 the categories of persons and under the conditions described in this Order. When the litigation has
11 been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL
12 DISPOSITION).

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

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

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

21 (b) No more than three (3) officers, directors, and employees (including House
22 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and
23 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
26 and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff, outside mediators, professional jury or trial

1 consultants and mock jurors used by the same, and Professional Vendors to whom disclosure is
2 reasonably necessary for this litigation and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

4 (f) during their depositions, witnesses in the action to whom disclosure is
5 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
7 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
8 separately bound by the court reporter and may not be disclosed to anyone except as permitted
9 under this Stipulated Protective Order.

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information.

12 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
18 information for this litigation;

19 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
20 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be
21 Bound” (Exhibit A), and (3) as to whom the procedures set forth in Section 7.4(a), below, have
22 been followed;

23 (c) the court and its personnel;

24 (d) court reporters and their staff, outside mediators, professional jury or trial
25 consultants and mock jurors used by the same, and Professional Vendors to whom disclosure is
26 reasonably necessary for this litigation and who have signed the “Acknowledgment and
27 Agreement to Be Bound” (Exhibit A); and

28 (e) the author or recipient of a document containing the information or a
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1 custodian or other person who otherwise possessed or knew the information.

2 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

4 (a) Unless otherwise ordered by the court or agreed to in writing by the
5 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
6 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” pursuant to Section 7.3(b) first must make a written request to the Designating
8 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2)
10 sets forth the full name of the Expert and the city and state of his or her primary residence, (3)
11 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)
12 identifies each person or entity from whom the Expert has received compensation or funding for
13 work in his or her areas of expertise or to whom the expert has provided professional services,
14 including in connection with a litigation, at any time during the preceding five years, and (6)
15 identifies (by name and number of the case, filing date, and location of court) any litigation in
16 connection with which the Expert has offered expert testimony, including through a declaration,
17 report, or testimony at a deposition or trial, during the preceding five years.

18 (b) A Party that makes a request and provides the information specified in the
19 preceding respective Section may disclose the subject Protected Material to the identified Expert
20 unless, within seven days of delivering the request, the Party receives a written objection from the
21 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

22 (c) A Party that receives a timely written objection must meet and confer with
23 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
24 agreement within seven days of the written objection. If no agreement is reached, the Party
25 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7
26 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to
27 do so. Any such motion must describe the circumstances with specificity, set forth in detail the
28 reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the

1 disclosure would entail, and suggest any additional means that could be used to reduce that risk. In
2 addition, any such motion must be accompanied by a competent declaration describing the parties'
3 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
4 discussions) and setting forth the reasons advanced by the Designating Party for its refusal to
5 approve the disclosure.

6 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden
7 of proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
8 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

9 8. PROSECUTION BAR

10 Absent written consent from the Producing Party, any individual who receives access to
11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information shall not be involved
12 in the prosecution of patents or patent applications relating to the technology claimed in the
13 patents asserted in this action and any patent or application claiming priority to or otherwise
14 related to the patents asserted in this action, before any foreign or domestic agency, including the
15 United States Patent and Trademark Office ("the Patent Office"). For purposes of this paragraph,
16 "prosecution" includes directly or indirectly drafting, amending, advising, or otherwise affecting
17 the scope or maintenance of patent claims. To avoid any doubt, "prosecution" as used in this
18 paragraph does not include representing a party challenging a patent before a domestic or foreign
19 agency (including, but not limited to, a reissue protest, ex parte reexamination or inter partes
20 reexamination). This Prosecution Bar shall begin when access to "HIGHLY CONFIDENTIAL –
21 ATTORNEYS' EYES ONLY" information is first received by the affected individual and shall
22 end two years after final termination of this action.

23 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
24 LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that compels
26 disclosure of any information or items designated in this action as "CONFIDENTIAL" or
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

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

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

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

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

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

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

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

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

1 2. promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
3 description of the information requested; and

4 3. make the information requested available for inspection by the Non-
5 Party.

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

13 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

1 502(d) and (e).

2 13. MISCELLANEOUS

3 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to
4 seek its modification by the court in the future.

5 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective
6 Order no Party waives any right it otherwise would have to object to disclosing or producing any
7 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
8 Party waives any right to object on any ground to use in evidence of any of the material covered
9 by this Protective Order.

10 12.3. Filing Protected Material. Without written permission from the Designating Party
11 or a court order secured after appropriate notice to all interested persons, a Party may not file in
12 the public record in this action any 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 only be filed
14 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
15 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
16 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
17 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
18 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving
19 Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2)
20 unless otherwise instructed by the court.

21 14. FINAL DISPOSITION

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

1 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
2 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other
3 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
4 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
5 and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
6 reports, attorney work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute Protected Material
8 remain subject to this Protective Order as set forth in Section 4 (DURATION).

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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 that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Northern District of California on _____ [date] in the case of *Hunter Douglas*
7 *Inc., et al., v. Ching Feng Home Fashions Co., Ltd.*, Case No. 3:17-CV-01069-RS. I agree to comply with
8 and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this Stipulated
11 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the
13 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
14 even if such enforcement proceedings occur after termination of this action.

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

19
20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24 [printed name]

25
26 Signature: _____

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IT IS SO STIPULATED, through Counsel of Record.

DATED: June 8, 2017

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

By: *s/ Frederick L. Whitmer*

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Dated: June 8, 2017

K&L GATES LLP

By: /s/ Peter E. Soskin (with permission)

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Ltd.

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PURSUANT TO STIPULATION, IT IS ORDERED that the forgoing Order is approved.

Dated: 6/12/17



UNITED STATES DISTRICT/~~MAGISTRATE~~ JUDGE

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