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 11 Specially Appearing Defendant YAHOO!  
 12 HOLDINGS (HONG KONG), LTD.

9 **UNITED STATES DISTRICT COURT**  
 10 **NORTHERN DISTRICT OF CALIFORNIA**  
 11 **OAKLAND DIVISION**

11 WANG XIAONING, YU LING, SHI TAO,  
 12 and ADDITIONAL PRESENTLY  
 13 UNNAMED AND TO BE IDENTIFIED  
 14 INDIVIDUALS,

15 Plaintiff,

16 v.

17 YAHOO, INC., a Delaware Corporation,  
 18 YAHOO! HONG KONG, LTD., a Foreign  
 19 Subsidiary of Yahoo!, AND OTHER  
 20 PRESENTLY UNNAMED AND TO BE  
 21 IDENTIFIED INDIVIDUAL EMPLOYEES  
 22 OF SAID CORPORATIONS,

23 Defendant.

Case No. C07-02151 CW

**[PROPOSED] PROTECTIVE ORDER**

Judge: Hon. Claudia Wilken

24 1. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve production of  
 26 confidential, proprietary, or private information for which special protection from public  
 27 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.  
 28 Accordingly, the Court hereby enters following Protective Order. This Order does not confer  
 blanket protections on all disclosures or responses to discovery and that the protection it affords  
 extends only to the limited information or items that are entitled under the applicable legal  
 principles to treatment as confidential. This Protective Order creates no entitlement to file

[PROPOSED] PROTECTIVE ORDER

1 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
2 followed and reflects the standards that will be applied when a party seeks permission from the  
3 court to file material under seal.

4 2. DEFINITIONS

5 2.1 Party: any party to this action, including all of its officers, directors,  
6 employees, consultants, retained experts, and outside counsel (and their support staff).

7 2.2 Disclosure or Discovery Material: all items, documents or information,  
8 regardless of the medium or manner generated, stored, or maintained (including, among other  
9 things, testimony, transcripts, or tangible things) that are produced, filed, exchanged or disclosed  
10 in this matter.

11 2.3 “Confidential” Information or Items: information (regardless of how  
12 generated, stored or maintained) or tangible things that qualify for protection under standards  
13 developed under F.R.Civ.P. 26(c) or any other applicable rule or law.

14 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
15 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or  
16 nonparty would create a substantial risk of serious injury that could not be avoided by less  
17 restrictive means.

18 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20 2.6 Producing Party: a Party or non-party that produces Disclosure or  
21 Discovery Material in this action.

22 2.7 Designating Party: a Party or non-party that designates information or  
23 items that it produces as “Confidential” or “Highly Confidential — Attorneys’ Eyes Only.”

24 2.8 Protected Material: any Disclosure or Discovery Material that is designated  
25 as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

26 2.9 Outside Counsel: attorneys who are not employees of a Party but who are  
27 retained to represent or advise a Party in this action.

28 2.10 House Counsel: attorneys who are employees of a Party.

1                   2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well  
2 as their support staffs).

3                   2.12 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
5 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
6 of a competitor of a Party's and who, at the time of retention, is not anticipated to become an  
7 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
8 trial consultant retained in connection with this litigation.

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

13                   3.       SCOPE

14                   The protections conferred by this Stipulation and Order cover not only Protected  
15 Material (as defined above), but also any information copied or extracted therefrom, as well as all  
16 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or  
17 presentations by parties or counsel to or in court or in other settings that might reveal Protected  
18 Material. Protected Material and information derived solely therefrom shall not be used by the  
19 parties or their counsel except as expressly permitted herein.

20                   4.       DURATION

21                   Even after the termination of this litigation, the confidentiality obligations imposed  
22 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
23 court order otherwise directs.

24                   5.       DESIGNATING PROTECTED MATERIAL

25                   5.1     Exercise of Restraint and Care in Designating Material for Protection. Each  
26 Party or non-party that designates information or items for protection under this Order must take  
27 care to limit any such designation to specific material that qualifies under the appropriate  
28 standards. A Designating Party must take care to designate for protection only those parts of

1 material, documents, items, or oral or written communications that qualify – so that other portions  
2 of the material, documents, items, or communications for which protection is not warranted are  
3 not swept unjustifiably within the ambit of this Order.

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

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
13 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
14 material that qualifies for protection under this Order must be clearly so designated before the  
15 material is disclosed or produced.

16 Designation in conformity with this Order requires:

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

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

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

11 (b) for testimony given in deposition or in other pretrial or trial  
12 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
13 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
14 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of  
16 testimony that is entitled to protection, and when it appears that substantial portions of the  
17 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the  
18 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
19 have up to 20 days to identify the specific portions of the testimony as to which protection is  
20 sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that  
22 are appropriately designated for protection within the 20 days shall be covered by the provisions  
23 of this Protective Order.

24 Transcript pages containing Protected Material must be separately bound by the  
25 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or  
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or  
27 nonparty offering or sponsoring the witness or presenting the testimony.  
28

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 place on the  
3 exterior of the container or containers in which the information or item is stored the legend  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only  
5 portions of the information or item warrant protection, the Producing Party, to the extent  
6 practicable, shall identify the protected portions, specifying whether they qualify as  
7 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
9 to designate qualified information or items as “Confidential” or “Highly Confidential –  
10 Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to secure  
11 protection under this Order for such material. If material is appropriately designated as  
12 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after the material was initially  
13 produced, the Receiving Party, on timely notification of the designation, must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s  
17 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
18 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
19 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
20 promptly after the original designation is disclosed.

21 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
22 Party’s confidentiality designation must do so in good faith and must begin the process by  
23 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)  
24 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis  
25 for its belief that the confidentiality designation was not proper and must give the Designating  
26 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no  
27 change in designation is offered, to explain the basis for the chosen designation. A challenging  
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1 Party may proceed to the next stage of the challenge process only if it has engaged in this meet  
2 and confer process first.

3           6.3     Judicial Intervention. A Party that elects to press a challenge to a  
4 confidentiality designation after considering the justification offered by the Designating Party  
5 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule  
6 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the  
7 challenge. Each such motion must be accompanied by a competent declaration that affirms that  
8 the movant has complied with the meet and confer requirements imposed in the preceding  
9 paragraph and that sets forth with specificity the justification for the confidentiality designation  
10 that was given by the Designating Party in the meet and confer dialogue.

11           The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the  
13 material in question the level of protection to which it is entitled under the Producing Party's  
14 designation.

15           7.     ACCESS TO AND USE OF PROTECTED MATERIAL

16           7.1     Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a non-party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions described in this Order.  
20 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
21 section 11, below (FINAL DISPOSITION).

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

25           7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
27 disclose any information or item designated CONFIDENTIAL only to:  
28

1 (a) the Receiving Party’s Outside Counsel of record in this action, as  
2 well as employees of said Counsel to whom it is reasonably necessary to disclose the information  
3 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is  
4 attached hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of  
6 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
7 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

8 (c) experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be  
10 Bound by Protective Order” (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and professional vendors to whom  
13 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be  
14 Bound by Protective Order” (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom disclosure  
16 is reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order”  
17 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
18 Protected Material must be separately bound by the court reporter and may not be disclosed to  
19 anyone except as permitted under this Protective Order.

20 (g) the author of the document or the original source of the  
21 information.

22 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by  
24 the Designating Party, a Receiving Party may disclose any information or item designated  
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

26 (a) the Receiving Party’s Outside Counsel of record in this action, as  
27 well as employees of said Counsel to whom it is reasonably necessary to disclose the information  
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1 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is  
2 attached hereto as Exhibit A;

3 (b) Experts (as defined in this Order) (1) to whom disclosure is  
4 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be Bound by  
5 Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4,  
6 below, have been followed;

7 (c) the Court and its personnel;

8 (d) court reporters, their staffs, and professional vendors to whom  
9 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be  
10 Bound by Protective Order” (Exhibit A); and

11 (e) the author of the document or the original source of the  
12 information.

13 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY” Information or Items to “Experts.”

15 (a) Unless otherwise ordered by the court or agreed in writing by the  
16 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any  
17 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
18 EYES ONLY” first must make a written request to the Designating Party that (1) identifies the  
19 specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to  
20 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
21 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s  
22 current employer(s), (5) identifies each person or entity from whom the Expert has received  
23 compensation for work in his or her areas of expertise or to whom the expert has provided  
24 professional services at any time during the preceding five years, and (6) identifies (by name and  
25 number of the case, filing date, and location of court) any litigation in connection with which the  
26 Expert has provided any professional services during the preceding five years.

27 (b) A Party that makes a request and provides the information specified  
28 in the preceding paragraph may disclose the subject Protected Material to the identified Expert

1 unless, within seven court days of delivering the request, the Party receives a written objection  
2 from the Designating Party. Any such objection must set forth in detail the grounds on which it is  
3 based.

4 (c) A Party that receives a timely written objection must meet and  
5 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the  
6 matter by agreement. If no agreement is reached, the Party seeking to make the disclosure to the  
7 Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local  
8 Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must  
9 describe the circumstances with specificity, set forth in detail the reasons for which the disclosure  
10 to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and  
11 suggest any additional means that might be used to reduce that risk. In addition, any such motion  
12 must be accompanied by a competent declaration in which the movant describes the parties'  
13 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
14 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to  
15 approve the disclosure.

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
20 OTHER LITIGATION.

21 If a Receiving Party is served with a subpoena, discovery request or an order  
22 issued in other litigation that would compel disclosure of any information or items designated in  
23 this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
24 ONLY," the Receiving Party must so notify the Designating Party, in writing (by email and fax, if  
25 possible) immediately and in no event more than three court days after receiving the subpoena,  
26 discovery request or order. Such notification must include a copy of the subpoena, discovery  
27 request or court order.

28 The Receiving Party also must immediately inform in writing the Party who

1 caused the subpoena, discovery request or order to issue in the other litigation that some or all the  
2 material covered by the subpoena, discovery request or order is the subject of this Protective  
3 Order. In addition, the Receiving Party must deliver a copy of this Protective Order promptly to  
4 the Party in the other action that caused the subpoena, discovery request or order to issue.

5 The purpose of imposing these duties is to alert the interested parties to the  
6 existence of this Protective Order and to afford the Designating Party in this case an opportunity  
7 to try to protect its confidentiality interests in the court from which the subpoena, discovery  
8 request or order issued. The Designating Party shall bear the burdens and the expenses of seeking  
9 protection in that court of its confidential material – and nothing in these provisions should be  
10 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
11 directive from another court.

12 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 10. FILING PROTECTED MATERIAL.

21 Without written permission from the Designating Party or a court order secured  
22 after appropriate notice to all interested persons, a Party may not file in the public record in this  
23 action any Protected Material. A Party that seeks to file under seal any Protected Material must  
24 comply with Civil Local Rule 79-5.

25 11. FINAL DISPOSITION.

26 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty  
27 days after the final termination of this action, each Receiving Party must return all Protected  
28 Material to the Producing Party. As used in this subdivision, “all Protected Material” includes all

1 copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of  
2 the Protected Material. With permission in writing from the Designating Party, the Receiving  
3 Party may destroy some or all of the Protected Material instead of returning it. Whether the  
4 Protected Material is returned or destroyed, the Receiving Party must submit a written  
5 certification to the Producing Party (and, if not the same person or entity, to the Designating  
6 Party) by the sixty day deadline that identifies (by category, where appropriate) all the Protected  
7 Material that was returned or destroyed and that affirms that the Receiving Party has not retained  
8 any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of  
9 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
10 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney  
11 work product, even if such materials contain Protected Material. Any such archival copies that  
12 contain or constitute Protected Material remain subject to this Protective Order as set forth in  
13 Section 4 (DURATION), above.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By producing or receiving material  
18 under the terms of this Protective Order no Party waives any right to object on any ground to use  
19 in evidence of any of the material covered by this Protective Order.

20 12.3 Injunctive Relief. In the event that any person or party shall violate or  
21 threaten to violate the terms of this Protective Order, the aggrieved Designating Party may  
22 immediately apply to obtain injunctive relief against any such person or party violating or  
23 threatening to violate any of the terms of this Protective Order.

24  
25 IT IS SO ORDERED.

26  
27 DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Claudia Wilken  
United States District Court Judge

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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 Protective Order that was issued by the United States District  
Court for the Northern District of California on [date] in the case of *Xiaoning et al. v. Yahoo!,  
Inc. et al*, Case No. C07-02151 (CW). I agree to comply with and to be bound by all the terms of  
this 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 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 Protective Order,  
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 Protective Order.

Date: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

[printed name]

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

[signature]