

1 Andrew C. Johnson (Nevada Bar No. 11616)
 2 CONDON & FORSYTH LLP
 3 1901 Avenue of the Stars, Suite 850
 4 Los Angeles, CA 90067
 Telephone: (310) 557-2030
 Facsimile: (310) 557-1299
 Email: ajohnson@condonlaw.com

5 Jonathan W. Carlson (Nevada Bar No. 10536)
 6 MCCORMICK BARSTOW, LLP
 7 8337 W. Sunset Road, Suite 350
 Las Vegas, NV 89113
 Telephone: (702) 919-1100
 Facsimile: (702) 949-1101
 Email: jonathan.carlson@mccormickbarstow.com

9 Attorneys for Defendant
 10 KOREAN AIR LINES CO., LTD., a foreign corporation

11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

<p>14 ROSEMARIE T. BONE, Special Administrator Of The ESTATE OF 15 ROMEO TEODORO, Deceased; ROSEMARIE T. BONE, an individual; 16 ERNESTO TEODORO, an individual; and ELENITA PANGALILINGAN, an 17 individual;</p> <p>18 Plaintiffs,</p> <p>19 vs.</p> <p>20 KOREAN AIR LINES CO., LTD., a foreign corporation; DOES 1 through 10; 21 and ROE CORPORATIONS 1 through 10,</p> <p>22 Defendants.</p>	<p>) Case No. 2:14-cv-01673-APG-(CWH)</p> <p>) STIPULATION AND [PROPOSED]</p> <p>) PROTECTIVE ORDER</p> <p>) Judge: Hon. Andrew P. Gordon</p>
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25 Pursuant to Federal Rules of Civil Procedure 26(c), the parties hereto agree, and
 26 the Court hereby enters, this Stipulated Protective Order (“Order”) governing the
 27 disclosure during pretrial discovery and the subsequent handling of highly sensitive
 28 and confidential information as follows:

1 **1. PURPOSES AND LIMITATIONS**

2 **1.1 Scope.** This Protective Order shall apply to proceedings and discovery in
3 the above-captioned cases known as *Bone v. Korean Air Lines Co., Ltd.*, et al., Case
4 No. 14-cv-01673-APG-(CHW).

5 **1.2 Need.** This case arises from a December 5, 2012, incident in which
6 Romeo Teodoro perished onboard a flight operated by defendant Korean Air Lines
7 Co. (“Korean Air”) due to arteriosclerotic heart disease. The parties anticipate that
8 they will engage in extensive discovery regarding, among other things: (1) Korean
9 Air’s policies and procedures for providing various services to passengers, (2) Romeo
10 Teodoro’s health status, including his arteriosclerotic heart disease, preceding his
11 eventual death, and (3) plaintiffs’ damages, as reflected in, *inter alia*, employment and
12 medical records, and other private documents.

13 Discovery concerning these and other topics will necessitate the disclosure of
14 what each party contends is confidential and sensitive information, such as trade
15 secrets, proprietary information, personal information for individuals who are not
16 parties to this lawsuit, financial information, Romeo Teodoro’s medical, employment
17 and financial information, and plaintiffs’ medical, employment and financial
18 information. Prior to production, no party can effectively evaluate the claims of the
19 other as to the need for protection. Thus, a means that enables the production of
20 documents at least to the point of evaluating the asserted need for protection, as well
21 as an order specifying how such documents need to be treated, is required in this case.
22 Moreover, pursuant to the terms of this Order, any document designated as
23 confidential where that designation is disputed can be identified as such and the matter
24 submitted to the Court for resolution.

25 In essence, in the absence of this Order, the Court would have to evaluate
26 innumerable documents individually, and this task would likely severely burden the
27 Court’s processes and slow discovery. As to those documents that are entitled to
28 protection, disclosure of such confidential information is likely to prejudice the

1 legitimate business, competitive, and/or privacy interests of parties or of third parties.
2 A protective order is thus needed in this action to enable the documents to be
3 evaluated and to protect against unauthorized disclosure of confidential information
4 and to ensure that such information will be used only for purposes of this action. A
5 protective order will also expedite the flow of discovery materials, protect the
6 integrity of truly confidential information, promote the prompt resolution of disputes
7 over confidentiality, and facilitate the preservation of material worthy of protection.

8 **1.3 Application.** This Order shall govern any information produced in this
9 litigation by any party or third party, in any form (including, but not limited to,
10 documents, magnetic media, answers to interrogatories, responses to document
11 demands, responses to requests for admissions, and deposition testimony and
12 transcripts, when the party producing the information reasonably believes that the
13 information to be produced contains private, proprietary, sensitive, trade secret, non-
14 public financial or medical information. Documents, or portions thereof, that are
15 considered confidential may be so designated by marking them, in their entirety, as
16 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” as
17 hereinafter provided for in this Order.

18 **1.4 Limitations.** The parties acknowledge that this Order does not confer
19 blanket protection on all disclosures or responses to discovery and that the protection
20 it affords extends only to the information or items that are entitled under the
21 applicable legal principles to treatment as confidential.
22

23 **2. DEFINITIONS**

24 **2.1 Confidential Information.** “Confidential Information” shall mean and
25 include, without limitation, any information that concerns or relates to proprietary
26 information, trade secrets, non-public commercial, financial, pricing, budgeting and/or
27 accounting information, non-public information about existing and potential
28 customers, marketing studies, performance and projections, non-public business

1 strategies, decisions and/or negotiations, personnel compensation, evaluations and
2 other employment information, and confidential proprietary information about
3 affiliates, parents, subsidiaries and third parties with whom the parties to this action
4 have or have had business relationships, personal identifying information for
5 individuals who are not parties to this lawsuit, health and medical information, and
6 financial and employment records.

7 For purposes of this section, “trade secrets” means information, including a
8 formula, pattern, compilation, program, device, method, technique, or process, that:
9 (1) derives independent economic value, actual or potential, from not being generally
10 known to the public or to other persons who can obtain economic value from its
11 disclosure or use; and (2) is the subject of efforts that are reasonable under the
12 circumstances to maintain its secrecy.

13 For purposes of this section, “**CONFIDENTIAL ATTORNEYS’ EYES**
14 **ONLY**” includes a limited subset of Confidential Information that contains or
15 discloses materials which the Producing Party in good faith believes to be of a
16 sufficiently high degree of commercial sensitivity and/or which would result in
17 competitive injury if disclosed.

18 **2.2 Documents.** As used herein, the term “documents” includes all writings,
19 records, files, drawings, graphs, charts, photographs, emails, video tapes, audio tapes,
20 compact discs, electronic messages, other data compilations from which information
21 can be obtained, and other tangible things subject to production under the Federal
22 Rules of Civil Procedure.

23 **2.3 Designating Party.** The “Designating Party” is the party or non-party
24 that designates information or items that it produces in disclosures or in responses to
25 discovery as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES
26 ONLY.”

27 **2.4 Producing Party.** The “Producing Party” is the party or non-party that
28 produces documents in this action.

1 **2.5 Receiving Party.** The “Receiving Party” is the party that receives
2 documents from a Producing Party.

3
4 **3. INITIAL DESIGNATION**

5 **3.1 Produced Documents.** A party producing documents that it believes in
6 good faith constitute or contain Confidential Information shall produce copies bearing
7 a label that contains (or includes) language substantially identical to the following:
8 **“CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER”.**

9 If the party producing documents believes in good faith that disclosure of the
10 information contained in the documents to one or more parties would result in
11 competitive injury or otherwise compromise privacy rights the producing party may
12 mark such documents or things as follows: **“CONFIDENTIAL ATTORNEYS’**
13 **EYES ONLY”.**

14 These labels shall be affixed in a manner that does not obliterate or obscure the
15 contents of the copies. Claims of confidentiality will be made only with respect to
16 documents to which the asserting party has a good faith belief are legally entitled to
17 protection from discovery and disclosure under Federal Rule of Civil Procedure 26(c)
18 and applicable case law.

19 If it comes to the Designating Party’s attention that information or items that it
20 designated for protection do not qualify for the asserted protection, the Designating
21 Party must promptly notify all other parties that it is withdrawing the mistaken
22 designation.

23 **3.2 Interrogatory Answers.** If a party answering an interrogatory believes
24 that its answer contains Confidential Information, it shall set forth its answer in a
25 separate document that is produced and designated in the same manner as a produced
26 document under subparagraph 3.1. The answers to interrogatories should make
27 reference to the separately produced document containing the answer, but such
28 document should not be attached to the interrogatories.

1 **3.3 Inspections of Documents.** In the event a party elects to produce files
2 and records for inspection and the requesting party elects to inspect them, no
3 designation of Confidential Information need be made in advance of the inspection.
4 For the purposes of such inspection, all material inspected shall be considered as
5 Confidential Information. If the inspecting party selects specified documents to be
6 copied, the Producing Party shall designate Confidential Information in accordance
7 with subparagraph 3.1 at the time the copies are produced.

8 **3.4 Deposition Transcripts.** After the receipt of a deposition transcript, a
9 party may inform the other parties to the action of the portions of the transcript
10 (including exhibits) that it wishes to designate as Confidential Information. The entire
11 deposition transcript (including exhibits) shall be treated as Confidential Information
12 for twenty-one (21) days after receipt. If no designation is made within twenty-one
13 (21) days of receipt, the deposition transcript shall not be considered as Confidential
14 Information. All parties in possession of a copy of a designated deposition transcript
15 shall mark the front of each copy of the transcript with: “CONFIDENTIAL” or
16 “CONFIDENTIAL ATTORNEYS’ EYES ONLY.” If all or part of a videotaped
17 deposition is designated as confidential, the videocassette, DVD, and the containers
18 shall also be marked as containing Confidential Information.

19 **3.5 Multi-page Documents.** A party may designate all pages of an
20 integrated, multi-page document, including a deposition transcript and interrogatory
21 answers, as Confidential Information by placing the label specified in subparagraph
22 3.1 on the first page of the document. If a party wishes to designate only certain
23 portions of an integrated, multi-page document as Confidential Information, it should
24 designate such portions immediately below the label on the first page of the document
25 and place the label specified in subparagraph 3.1 on each page of the document
26 containing Confidential Information.

27 **3.6 Electronic Data.** “Electronic data” means information stored or
28 recorded in the form of electronic or magnetic media (including information, files,

1 databases or programs stored on any digital or analog machine-readable device,
2 computers, discs, networks or tapes). Counsel for the Producing Party will designate
3 Electronic Data as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES
4 ONLY” in a cover letter identifying the information generally. When feasible,
5 counsel for the Producing Party will also mark the electronic or magnetic media with
6 the appropriate designation. Whenever any party to whom Electronic Data designated
7 as Confidential Information is produced reduces such material to hardcopy form, such
8 party shall mark the hardcopy form with the label specified in subparagraph 3.1.
9 Whenever any Confidential Information Electronic Data is copied into another file, all
10 such copies shall also be marked “CONFIDENTIAL” or “CONFIDENTIAL
11 ATTORNEYS’ EYES ONLY,” as appropriate.

12 To the extent that any party or counsel for any party creates, develops or
13 otherwise establishes on any digital or analog machine-readable device, recording
14 media, computers, discs, networks or tapes any information, files, databases or
15 programs that contain information designated “CONFIDENTIAL” or
16 “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” that party and its counsel must
17 take all necessary steps to ensure that access to that electronic or magnetic media is
18 properly restricted to those persons who, by the terms of this Order, may have access
19 to Confidential Information.

20 **3.7 Inadvertent Failures to Designate.** If a Producing Party inadvertently
21 fails to stamp or otherwise appropriately designate certain documents upon their
22 production, it may thereafter designate such document as “CONFIDENTIAL” or
23 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” by promptly giving written notice
24 to all parties that the material is to be so designated. Such written notice shall identify
25 with specificity the information or documents the Producing Party is then designating
26 to be “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY”
27 material. If the Producing Party gives such written notice as provided above, their
28 claims of confidentiality shall not be deemed to have been waived by failure to

1 designate properly the information as “CONFIDENTIAL” or “CONFIDENTIAL
2 ATTORNEYS’ EYES ONLY” prior to disclosure. Upon receipt of written notice as
3 provided for herein, the Receiving Party shall then stamp or otherwise mark the
4 original and all known copies of the documents with the proper designation as
5 described above. In addition, the Receiving Party shall use its best efforts to ensure
6 that the information that was inadvertently disclosed is thereafter restricted to only
7 those persons entitled to receive “CONFIDENTIAL” or “CONFIDENTIAL
8 ATTORNEYS’ EYES ONLY” information under the terms set forth herein.

9 **3.8 Rule 26 Disclosures.** If a party making mandatory disclosures required
10 believes that its answer contains Confidential Information, it shall set forth its answer
11 in a separate document that is produced and designated in the same manner as a
12 produced document under subparagraph 3.1. Such disclosure should make reference
13 to the separately produced document containing the information, but such document
14 should not be attached to the disclosure.

15
16 **4. DESIGNATIONS BY ANOTHER PARTY**

17 **4.1 Notification of Designation.** If a party other than the Producing Party
18 believes that a Producing Party has produced a document that contains or constitutes
19 Confidential Information of the non-Producing Party, the non-Producing Party may
20 designate the document as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’
21 EYES ONLY” by so notifying all parties in writing by facsimile within sixty (60)
22 days of service of the document.

23 **4.2 Return of Documents; Non-disclosure.** Whenever a party other than
24 the Producing Party designates a document produced by a Producing Party as
25 Confidential Information in accordance with subparagraph 4.1, each party receiving
26 the document shall either add the “CONFIDENTIAL” or “CONFIDENTIAL
27 ATTORNEYS’ EYES ONLY” designations in accordance with subparagraph 3.1 or
28 substitute a copy of the document bearing that designation in accordance with

1 subparagraph 3.1 for each copy of the document produced by the Producing Party.
2 Each party shall destroy all undesignated copies of the document or return those
3 copies to the Producing Party, at the direction of the Producing Party. No party shall
4 disclose a produced document to any person, other than the persons authorized to
5 receive Confidential Information under subparagraph 7.1, until after the expiration of
6 the sixty (60) day designation period specified in subparagraph 4.1. If during the sixty
7 (60) day designation period, a party discloses a produced document to a person
8 authorized to receive Confidential Information under subparagraph 7.1, and that
9 document is subsequently designated as Confidential Information in accordance with
10 subparagraph 4.1, the disclosing party shall cause all copies of the document to be
11 destroyed or returned to the Producing Party, at the direction of the Producing Party.
12 The party may thereafter disclose a copy of the document that has been marked as
13 Confidential Information by the Designating Party, in accordance with subparagraph
14 7.1.

15
16 **5. OBJECTIONS TO DESIGNATIONS**

17 A party is not obligated to challenge the propriety of a “CONFIDENTIAL” or
18 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” designation at the time made, and
19 failure to do so will not preclude a subsequent challenge thereto. In the event that a
20 party disagrees with a designation of “CONFIDENTIAL” or “CONFIDENTIAL
21 ATTORNEYS’ EYES ONLY” that party shall notify the Designating Party in writing
22 of the disagreement prior to the close of fact discovery. The objecting party and the
23 Designating Party shall promptly confer in an attempt to resolve their differences. If
24 the Designating Party and objecting party are unable to resolve their differences, the
25 objecting party shall have twenty-one (21) days from the date of notifying the
26 Designating Party of the objection to file a motion seeking the Court’s ruling on
27 whether the information should remain designated as “CONFIDENTIAL” or
28 “CONFIDENTIAL ATTORNEYS’ EYES ONLY.” The contested material shall be

1 lodged with the Court under seal. The burden of proving that the information has
2 been properly designated as “CONFIDENTIAL” or “CONFIDENTIAL
3 ATTORNEYS’ EYES ONLY,” based on the standards for such designations set forth
4 herein, is on the Designating Party.

5 All documents initially designated as “CONFIDENTIAL” or
6 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” shall continue to be subject to this
7 Order unless and until the Court rules otherwise. If the objecting party elects not to
8 make a motion for a clarifying ruling with respect to whether documents should be
9 designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES
10 ONLY,” it shall be deemed to have withdrawn its objection.

11
12 **6. CUSTODY**

13 During the pendency of this litigation (including any appeals) and for ninety
14 (90) days after the conclusion of this litigation, all Confidential Information and any
15 and all copies, extracts and summaries thereof, including memoranda relating thereto,
16 shall be retained by the Receiving Party in the custody of counsel of record, or by
17 persons to whom disclosure is authorized under subparagraph 7.1 or by the Judge.
18 Paragraph 9 addresses in more detail handling of Confidential Information after the
19 conclusion of this litigation.

20
21 **7. HANDLING PRIOR TO TRIAL**

22 **7.1 Authorized Disclosures**

23 **7.1.1** Materials designated “CONFIDENTIAL” shall only be disclosed
24 to the following persons. Before disclosing Confidential Information to any of the
25 following persons, counsel shall ensure that the persons receiving Confidential
26 Information are aware of the terms of this Protective Order and agree to comply with
27 those terms:
28

1 a. Attorneys appearing as counsel of record in these
2 proceedings and personnel who are directly employed by such counsel and who are
3 actively assisting in the preparation of this litigation;

4 b. Counsel's third-party consultants and independent experts
5 (and their agents and employees) who are employed for the purposes of this litigation;

6 c. Parties to this litigation, limited to the named party and if
7 that party is a corporate entity, those officers, directors, employees, in-house counsel,
8 and insurers whose assistance is required for purposes of the litigation and who must
9 have access to the materials to render such assistance;

10 d. Any deponent, during his or her deposition, who is the
11 Designating Party or a current employee or member of the Designating Party (or any
12 person who prepared or assisted directly in the preparation of the CONFIDENTIAL
13 material);

14 e. Any other deponent as to whom there is a legitimate need to
15 disclose particular materials for purposes of identifying or explaining it or refreshing
16 recollection;

17 f. Fact witnesses or potential percipient witnesses at or in
18 preparation for deposition or trial;

19 g. Outside vendors employed by counsel for copying, scanning
20 and general handling of documents;

21 h. Persons or entities that provide litigation support services in
22 connection with the taking of depositions, including necessary stenographic,
23 videotape, and clerical personnel; and

24 i. The Court and Court's Staff to whom materials are
25 submitted as evidence or in connection with a motion or opposition thereto, subject to
26 the Court's processes for filing materials under seal.

27 Such disclosures are authorized only to the extent necessary to prosecute or
28 defend this litigation. Information designated as "CONFIDENTIAL" shall not be

1 disclosed to persons described in Paragraphs 7.1.1(b), 7.1.1(e), of 7.1.1(f) unless and
2 until such persons are provided a copy of this Protective Order, represent that they
3 have read and understand the provisions of this Order, are advised by the disclosing
4 counsel that they are bound by the provisions of this Protective Order and execute an
5 Agreement of Confidentiality (“Confidentiality Agreement”) in substantially the form
6 attached hereto as Exhibit A. The originals of such Confidentiality Agreements shall
7 be maintained by the counsel who obtained them until the final resolution of this
8 litigation. Confidentiality Agreements and the names of persons who signed them
9 shall not be subject to discovery except upon agreement of the parties or further order
10 of the Court after application upon notice and good cause shown.

11 7.1.2 Confidential Information designated as “CONFIDENTIAL
12 ATTORNEYS’ EYES ONLY” may be disclosed only to the following persons:

- 13 a. Counsel of record in this action, and counsel’s employees
14 working under their supervision to whom it is reasonably necessary that the material
15 be shown for purposes of this litigation;
- 16 b. One designated member of the in-house general counsel
17 staff of the non-individual party receiving the information who is not involved in
18 competitive decision-making;
- 19 c. Outside vendors employed by counsel for copying, scanning
20 and general handling of documents;
- 21 d. The Court and Court personnel and stenographic reporters at
22 depositions taken in this litigation or otherwise during the taking of testimony at a
23 hearing and/or trial; and
- 24 e. Such other persons as may be designated by written
25 agreement of the parties or by Court order.

26 It shall be the duty of the parties to ensure that each person given access to
27 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” material, as defined herein, be
28 made aware of the provisions of this Order. Information designated

1 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” shall not be disclosed to anyone
2 other than the individuals specified in this paragraph. Additionally, information
3 designated as “CONFIDENTIAL ATTORNEYS’ EYES ONLY” shall not be
4 disclosed to persons described in Paragraphs 7.1.2(b) or 7.1.2(e) unless and until such
5 persons are provided a copy of this Protective Order, represent that they have read and
6 understand the provisions of this Order, are advised by the disclosing counsel that
7 they are bound by the provisions of this Protective Order and execute a
8 Confidentiality Agreement in substantially the form attached hereto as Exhibit A.

9 **7.1.3** Nothing in this Protective Order shall prohibit a party or its
10 counsel from disclosing CONFIDENTIAL or CONFIDENTIAL ATTORNEYS’
11 EYES ONLY material to (a) the person(s) who authored the document or material; (b)
12 persons who previously received the document or material or a copy thereof not in
13 violation of this Order; (c) persons employed by the Producing Party; or (d) any other
14 person or entity, provided that, with respect to that person or entity, the Producing
15 Party and Producing Party’s counsel first approve such disclosure in writing.

16 **7.2 Additional Protection.** If a Designating Party believes that the
17 disclosure and handling procedures provided for in this Order are not sufficient
18 because certain material is extremely sensitive, the Designating Party shall inform the
19 other parties to the litigation and attempt to reach an agreement on the handling of the
20 material. If the parties cannot reach an agreement, the Designating Party may file a
21 motion with the court for a more restrictive order. Such motion must be accompanied
22 by a competent declaration in which the movant describes the parties’ efforts to
23 resolve the matter by agreement.

24 **7.3 Unauthorized Disclosures.** If Confidential Information is disclosed to
25 any person other than in the manner authorized by this Protective Order, the party or
26 person responsible for the disclosure, and any other party or person who is subject to
27 this Order and learns of such disclosure, shall immediately bring such disclosure to
28 the attention of the Designating Party. Without prejudice to other rights and remedies

1 of the Designating Party, the responsible party or person shall make every effort to
2 obtain the return of the Confidential Information and to prevent further disclosure on
3 its own part or on the part of the person who was the unauthorized recipient of such
4 information.

5 **7.4 Court Filings.** In the event any Confidential Information must be filed
6 with the Court prior to the trial, the proposed filing shall be filed under seal.

7 **7.5 Information Protected by Korea's PIPA.** Defendant Korean Air is
8 subject to the Republic of Korea's Personal Information Privacy Act ("PIPA").
9 Korean Air shall produce and disclose relevant, discoverable information that is
10 otherwise protected from disclosure by PIPA. Such information shall be deemed
11 CONFIDENTIAL or CONFIDENTIAL ATTORNEYS' EYES ONLY, as those terms
12 are defined herein.

13
14 **8. HANDLING DURING TRIAL**

15 Confidential Information that is subject to this Order may be marked and used
16 as trial exhibits by any party, subject to terms and conditions as imposed by the trial
17 court upon application by the Designating Party.

18
19 **9. HANDLING AFTER DISPOSITION**

20 Within 90 days of the conclusion of this litigation (including any appeals), the
21 Designating Party may request that any or all Confidential Information be returned to
22 the Designating Party. After receiving a request to return, the Receiving party at its
23 option may destroy Confidential Information instead of returning it to the Designating
24 party, but must so notify the Designating Party. The request for return shall
25 specifically identify the documents or things to be returned if return of less than all
26 Confidential Information is requested. The attorney for the Receiving Party shall
27 collect, assemble and return within 60 days all such Confidential Information,
28 including all copies and extracts thereof in the possession of the Receiving Party, its

1 counsel or other authorized recipients, but not including copies, extracts or summaries
2 that contain or constitute attorney work product. If such work product is retained,
3 however, the Confidential Information contained herein will continue to be controlled
4 by this Protective Order. Receipt of returned Confidential Information shall be
5 acknowledged in writing if such an acknowledgment is requested.
6

7 **10. USE OF CONFIDENTIAL INFORMATION**

8 Confidential Information shall not be used by any person, other than the
9 Producing Party, for any purpose other than prosecuting, defending or settling this
10 litigation. In no event shall Confidential Information be used for any business,
11 competitive, personal, private, public or other purpose, except as required by law.
12 Documents that are to be protected under this Protective Order contain information
13 which the parties contend is confidential including research, development, and
14 commercial information that is valuable in Korean Air's respective business. In this
15 case, the good cause for keeping these documents confidential includes the need to
16 preserve the parties' current and/or future competitive advantage. If third parties gain
17 access to the confidential information, the parties' businesses would suffer specific
18 prejudice or harm because their competitive advantage would be compromised or lost.
19 This finding of prejudice is made for the purpose of complying with *Foltz v. State*
20 *Farm Mutual Automobile Ins. Co.*, 331 F.3d 1122 (9th Cir. 2003).
21

22 **11. NO IMPLIED WAIVERS**

23 The entry of this Order shall not be interpreted as a waiver of the right to object,
24 pursuant to the Federal Rules of Civil Procedure, to the furnishing of information in
25 response to discovery requests or to object to a requested inspection of documents or
26 facilities. Neither the agreement to, nor the taking of any action in accordance with
27 the provisions of this Protective Order, nor the failure to object thereto, shall be
28

1 interpreted as a waiver of any claim or position or defense in this action, or any other
2 actions.

3
4 **12. MODIFICATION**

5 In the event any party hereto seeks a Court order to modify the terms of this
6 Order, said party shall make such request by written stipulation or noticed motion to
7 all parties that must be served and filed in accordance with local court rules.

8
9 **13. CARE IN STORAGE**

10 Any person in possession of Confidential Information produced by another
11 party shall exercise reasonable and appropriate care with regard to the storage,
12 custody, copying, and use of the Confidential Information to ensure that the
13 confidential and sensitive nature of same is maintained.

14
15 **14. NO ADMISSION**

16 Neither this Order nor the designation of any item as "CONFIDENTIAL" or
17 "CONFIDENTIAL ATTORNEYS' EYES ONLY" shall be construed as an admission
18 that such material, or any testimony concerning such material, would be admissible in
19 evidence in this litigation or in any other proceeding.

20
21 **15. NO APPLICATION**

22 Notwithstanding any other provision of this Order to the contrary, the
23 confidentiality obligations of this Order shall not apply, or shall cease to apply, to any
24 information that (a) at the time of disclosure hereunder, was already lawfully in the
25 possession of the receiving party and was not acquired through discovery or under any
26 obligation of confidentiality; or (b) at the time of disclosure hereunder was, or
27 subsequently becomes, through no fault of the receiving party, a public document or
28 publicly available. Furthermore, nothing in this Order shall preclude any party to this

1 Order from disclosing or using any information or documents not obtained pursuant to
2 discovery, even though the same information or documents may have been produced
3 by a party and designated as “CONFIDENTIAL” or “CONFIDENTIAL
4 ATTORNEYS’ EYES ONLY” material.

5
6 **16. INADVERTENT PRODUCTION**

7 Nothing in this Order abridges applicable law concerning inadvertent
8 production of a document that the Producing Party believes contains attorney-client
9 communications, attorney work product, or otherwise privileged information.

10
11 **17. PARTIES’ OWN DOCUMENTS**

12 This Order shall in no way restrict the parties in their use of their own
13 documents and information, and nothing in this Order shall preclude any party from
14 voluntarily disclosing its own documents or information to any party or non-party.

15 **18. NO EFFECT ON OTHER RIGHTS**

16 This Order shall in no way abrogate or diminish any pre-existing contractual,
17 statutory, or other legal obligations or rights of any party with respect to Confidential
18 Information.

19
20 **19. EXECUTION IN COUNTERPARTS**

21 This agreement may be executed in counterparts. Facsimile signatures will be
22 considered as valid signatures as of the date hereof.

23
24 **20. EFFECT OF ORDER**

25 This Order is binding on all parties to this action and on all parties who have
26 agreed to be bound by this Order, and shall remain in full force and effect until
27 modified, superseded or terminated by consent of the parties or by Order of Court.

28 This Court expressly retains jurisdiction over this action for enforcement of the

1 provisions of this Order following the resolution of this litigation.

2
3 **IT IS SO ORDERED.**

4
5 Dated: April 24, 2015



The Honorable Carl W. Hoffman
United States Magistrate Judge

6
7
8 **STIPULATED AND AGREED TO:**


9 Dated: March 27, 2015

CONDON & FORSYTH LLP

10
11
12 By: /s/ Andrew C. Johnson
ANDREW C. JOHNSON
Attorneys for Defendant
Korean Air Lines Co., Ltd., a foreign
corporation

13
14
15
16 Dated: March 27, 2015

LAW OFFICE OF RANDAL R. LEONARD,
ESQ.

17
18
19 By: 

RANDAL R. LEONARD
Attorney for Plaintiffs
Rosemarie T. Bone, Special
Administrator of the Estate of Romeo
Teodoro, Deceased; Rosemarie T. Bone,
an individual; Ernesto Teodoro, an
individual; and Elenita Pangalilingan, an
individual

EXHIBIT A

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EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ROSEMARIE T. BONE, Special
Administrator Of The ESTATE OF
ROMEO TEODORO, Deceased;
ROSEMARIE T. BONE, an individual;
ERNESTO TEODORO, an individual; and
ELENITA PANGALILINGAN, an
individual;

Plaintiffs,

vs.

KOREAN AIR LINES CO., LTD., a
foreign corporation; DOES 1 through 10;
and ROE CORPORATIONS 1 through 10,

Defendants.

Case No. 2:14-cv-01673-APG-(CWH)

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

Judge: Hon. Andrew P. Gordon

CONFIDENTIALITY AGREEMENT

I, _____, declare under penalty of perjury that:

1. I am fully familiar with and agree to comply with and be bound by the provisions of the Stipulated Protective Order (the "Order"), and I attest to my understanding that access to information designated as "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY" may be provided to me and that such access shall be pursuant to the terms and conditions and restrictions of the Order. I understand and acknowledge that failure to comply with the Order could expose me to sanctions and punishment in the nature of contempt.

2. I understand that I am to retain all copies of any information designated as "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY" in a

1 secure manner, and that all copies are to remain in my personal custody until this
2 action is terminated or until I have completed by assigned duties, whichever occurs
3 earlier, whereupon the copies and any writings prepared by me containing any
4 information designated as "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS'
5 EYES ONLY" are to be destroyed or returned to counsel who provided me with such
6 material at the option of counsel.

7 3. I will not divulge to persons other than those specifically authorized by
8 said Order, and will not copy or use except solely for the purpose of this action, any
9 information designated as "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS'
10 EYES ONLY" obtained pursuant to said Order, except as provided in said Order. I
11 also agree to notify any stenographic or clerical personnel who are required to assist
12 me of the terms of said Order.

13 4. I further agree to submit to the jurisdiction of the United States District
14 Court for the Southern District of California for the purpose of enforcing the terms of
15 the Order, even if such enforcement proceedings occur after this action is terminated.

16 5. I declare under penalty of perjury under the laws of the United States of
17 America that the foregoing is true and correct.

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19 Executed on _____, 20____.

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21 Signature: _____

22 Name:

23 Title:

24 Affiliation:

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CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of April, 2015, a true and correct copy of **STIPULATION AND [PROPOSED] PROTECTIVE ORDER** was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: */s/ Cherlyn Hunt*
Cherlyn Hunt, an Employee of
CONDON & FORSYTH, LLP