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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DOCUMENT SECURITY SYSTEMS,
INC.,

Plaintiff,

v.

SEOUL SEMICONDUCTOR CO.,
LTD., and SEOUL
SEMICONDUCTOR, INC.,

Defendants.

DOCUMENT SECURITY SYSTEMS,
INC.,

Plaintiff,

v.

CREE, INC.,

Defendant.

DOCUMENT SECURITY SYSTEMS,
INC.,

Plaintiff.

Case No. 8:17-cv-00981-JVS-JCG

**STIPULATED PROTECTIVE
ORDER**

Case No. 2:17-cv-04263-JVS-JCG

Case No. 2:17-cv-04273-JVS-JCG

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v.

EVERLIGHT ELECTRONICS CO.,
LTD., and EVERLIGHT AMERICAS,
INC.,

Defendants.

DOCUMENT SECURITY SYSTEMS,
INC.,

Plaintiff,

v.

LITE-ON, INC., and LITE-ON
TECHNOLOGY CORPORATION,

Defendants.

DOCUMENT SECURITY SYSTEMS,
INC.,

Plaintiff,

v.

NICHIA CORPORATION; AND
NICHIA AMERICA CORPORATION,

Defendants.

Case No. 2:17-cv-06050-JVS-JCG

No. 2:17-CV-08849-JVS-JCG

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1 It is hereby stipulated by the parties that the Court enter the following Order
2 protecting confidentiality of both party and non-party information to be disclosed
3 in these litigations.

4 1. PURPOSES AND LIMITATIONS

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

16 2. DEFINITIONS

17 2.1 Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that constitute or
21 include information that is not publicly known and that cannot be ascertained from
22 an inspection of publicly available documents.

23 2.3 Counsel (without qualifier): House and Outside Counsel for a Party
24 (as well as their respective support staff).

25 2.4 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY.”

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

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

10 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
11 Information or Items: extremely sensitive “Confidential Information or Items,”
12 disclosure of which to another Party or Non-Party, even under the restricted terms
13 and conditions applicable to material designated “CONFIDENTIAL,” would not
14 adequately protect the interests of the Designating Party. Examples of HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY material include, but are not
16 limited to, the following:

- 17 A. Confidential licenses, licensing terms, and communications regarding
18 licensing;
- 19 B. Confidential sales, pricing, profit, and other financial information;
- 20 C. Confidential business, marketing, and strategic plans and forecasts;
- 21 D. Confidential technical information, including design, engineering and
22 development documents;
- 23 E. Employee personal information, to the extent such information is
24 produced and not redacted;
- 25 F. Trade Secrets;
- 26 G. Confidential customer information; and

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1 H. Any other type or category of information which a Producing Party
2 believes must be held in highest level of confidence because it could otherwise
3 create a competitive disadvantage.

4 2.8 House Counsel: attorneys who are employees of a Party or a related
5 entity. House Counsel does not include Outside Counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association,
7 or other legal entity not named as a Party.

8 2.10 Outside Counsel: attorneys who are not employees of a Party but are
9 retained to represent or advise a Party in connection with this action.

10 2.11 Party: any party to one of the above actions, including all of its
11 officers, directors, employees, consultants, retained experts, and Outside Counsel
12 (and their support staffs). The individual actions are not consolidated and there is
13 no obligation for one defendant to share its confidential information with any other
14 defendant in the above-listed cases.

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this action.

17 2.13 Professional Vendors: persons or entities that provide litigation
18 support services (e.g., court reporting, photocopying, videotaping, translating,
19 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in
20 any form or medium) and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Order cover not only Protected Material
28 (as defined above), but also (1) any information copied or extracted from Protected

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