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

Philips North America LLC,

Plaintiff,

v.

Garmin International, Inc.
and Garmin Ltd.,

Defendants.

Case No. 2:19-cv-06301-AB-KS

[PROPOSED]

PROTECTIVE ORDER

1 WHEREAS, documents and information may be sought, produced or exhibited by
2 and among the parties to the above captioned proceeding, which materials relate to trade
3 secrets or other confidential research, development or commercial information;

4 IT IS HEREBY ORDERED THAT:

5 1. Confidential business information is information which concerns or relates to the
6 trade secrets, processes, operations, style of work, or apparatus, or to the production, sales,
7 shipments, purchases, transfers, identification of customers, inventories, amount or source
8 of any income, profits, losses, or expenditures of any person, firm, partnership, corporation,
9 or other organization, or other information of commercial value, the disclosure of which is
10 likely to have the effect of either causing substantial harm to the competitive position of
11 the person, firm, partnership, corporation, or other organization from which the information
12 was obtained.

13 2. Any information submitted, in discovery or in a pleading, motion, or response to
14 a motion either voluntarily or pursuant to lawful discovery request, or a court order, which
15 is asserted by a party to contain or constitute confidential business information shall be so
16 designated by such party in writing, or orally at a deposition, conference or hearing.
17 Documents shall be clearly and prominently marked on their face with the legend:
18 "CONFIDENTIAL" or a comparable notice. Such information, whether submitted in
19 writing or in oral testimony, shall be treated in accordance with the terms of this protective
20 order. No party shall redact confidential information in a document; rather, the disclosing
21 party should simply label the document as Confidential, and if it becomes relevant, will
22 inform the receiving party subsequently of any particular portion of the document deemed
23 confidential.

24 3. In the absence of written permission from the disclosing party or an order by the
25 Court, any confidential documents or business information submitted in accordance with
26 the provisions of paragraph 2 above shall not be disclosed to any person other than: (i)
27 outside counsel for parties to this action, including necessary secretarial and support
28 personnel assisting such counsel; (ii) qualified persons taking testimony involving such

1 documents or information and necessary stenographic and clerical personnel thereof; (iii)
2 technical experts and their staff who are employed for the purposes of this litigation (unless
3 they are otherwise employed by, consultants to, or otherwise affiliated with a non-
4 governmental party, or are employees of any domestic or foreign manufacturer, wholesaler,
5 retailer, or distributor of the products, devices or component parts that are the subject of
6 this action); (iv) the Court and its staff.

7 4. Confidential business information submitted in accordance with the provisions of
8 paragraph 2 above shall not be made available to any person designated in paragraph 3(iii)
9 unless he or she shall have first read this order and shall have signed the undertaking at
10 Attachment A. However, Attorneys who have filed an appearance in this matter need not
11 sign the undertaking at Attachment A, but shall nevertheless be subject to, and bound by,
12 the provisions of this Protective Order.

13 5. If the Court orders, or the disclosing party agrees, that access to, or dissemination
14 of information submitted as confidential business information shall be made to persons not
15 included in paragraph 3 above, such matter shall only be accessible to, or disseminated to,
16 such persons based upon the conditions pertaining to, and obligations arising from this
17 order, and such persons shall be considered subject to it, unless the Court finds that the
18 information is not confidential business information as defined in paragraph 1 hereof.

19 6. Any confidential business information submitted to the Court in connection with
20 a motion or other proceeding shall be submitted under seal pursuant to the Local Rules.

21 7. The restrictions upon, and obligations accruing to, persons who become subject
22 to this order shall not apply to any information submitted in accordance with paragraph 2
23 above to which the person asserting the confidential status thereof agrees in writing, or the
24 Court rules, after an opportunity for hearing, was publicly known at the time it was supplied
25 to the receiving party or has since become publicly known through no fault of the receiving
26 party.

27 8. If a party who receives materials or information that has been designated as
28 confidential and submitted in accordance with paragraph 2 disagrees with respect to such

1 a designation, in full or in part, it shall notify the disclosing party in writing, and they will
2 thereupon confer as to the status of the subject information proffered within the context of
3 this order. If the receiving party and the disclosing party are unable to concur upon the
4 status of the subject information submitted as confidential business information within ten
5 days from the date of notification of such disagreement, the party challenging the
6 confidentiality designation may file a motion with the Court seeking to remove the
7 confidentiality designation. If such motion is granted, the non-movant shall compensate
8 the movant for the reasonable expenses and fees associated with the motion. In the event
9 of a mixed result, the Court may fairly apportion fees and expenses. The Court may sua
10 sponte question the designation of the confidential status of any information and, after
11 opportunity for hearing, may remove the confidentiality designation.

12 9. No less than 10 days (or any other period of time designated by the Court) prior
13 to the initial disclosure to a proposed expert of any confidential information submitted in
14 accordance with paragraph 2, the party proposing to use such expert shall submit in writing
15 the name of such proposed expert and his or her educational and detailed employment
16 history to the opposing party. If the opposing party objects to the disclosure of such
17 confidential business information to such proposed expert as inconsistent with the language
18 or intent of this order or on other grounds, it shall notify the recipient in writing of its
19 objection and the grounds therefore prior to the initial disclosure. If the dispute is not
20 resolved on an informal basis within ten days of receipt of such notice of objections, the
21 opposing party may file a motion with the Court seeking to block the proposed expert's
22 access to the confidential information. During the pendency of the motion, the expert shall
23 not have access to the disputed information. If the non-movant prevails on the motion, the
24 moving party shall pay to the non-movant all reasonable fees and expenses associated with
25 opposing the motion. In the event of a mixed result, the Court may fairly apportion fees
26 and expenses.

27 10. If confidential business information submitted in accordance with paragraph 2 is
28 disclosed to any person other than in the manner authorized by this protective order, the

1 party responsible for the disclosure must immediately bring all pertinent facts relating to
2 such disclosure to the attention of the party that designated the information as confidential,
3 and make every effort to prevent further disclosure by it or by the person who was the
4 recipient of such information.

5 11. If any confidential business information which is supplied in accordance with
6 paragraph 2 above is supplied by a nonparty to this case, such a nonparty shall be
7 considered a “party” as that term is used in the context of this order. Each nonparty party
8 shall be provided a copy of this order by the party seeking information from said party.

9 12. A party may designate documents, information, or things that constitute or
10 contain non-public Source Code of that part (or of any non-party whose documents or
11 information a party is permitted to produce) as “CONFIDENTIAL SOURCE CODE–
12 ATTORNEYS’ EYES ONLY INFORMATION.”

13 A. “Source Code” shall mean source code, object code (i.e., computer
14 instructions and data definitions expressed in a form suitable for input to an
15 assembler, compiler, or other translator), microcode, register transfer language
16 (“RTL”), firmware, and hardware description language (“HDL”), as well as any
17 and all programmer notes, annotations, and other comments of any type related
18 thereto and accompanying the code. For avoidance of doubt, this includes source
19 files, make files, intermediate output files, executable files, header files, resource
20 files, library files, module definition files, map files, object files, linker files,
21 browse info files, and debug files.

22 B. Materials designated as CONFIDENTIAL SOURCE CODE–
23 ATTORNEYS’ EYES ONLY INFORMATION shall only be reviewable by
24 SOURCE CODE QUALIFIED PERSONS and shall not be disclosed to anyone
25 except SOURCE CODE QUALIFIED PERSONS. SOURCE CODE
26 QUALIFIED PERSONS include the following: (1) outside litigation counsel who
27 have signed the Agreement to Be Bound by the Protective Order, and staff
28 assisting such counsel who are necessarily incident to the litigation; (2) personnel

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