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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 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on
2 the parties' Joint Stipulation For Entry Of Protective Order And Electronic
3 Discovery Order ("Stipulation") filed on June 4, 2020, the terms of the protective
4 orders to which the parties have agreed are adopted as set forth in below in the
5 Protective Order and in the concurrently filed Order on Electronic Discovery. The
6 terms of the Protective Order, which are set forth below, have been modified by the
7 Court's amendment of paragraphs 2, 6, 8, 9, and 12.D.iii of the Stipulation.

8
9 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
10 **MODIFIED BY THE COURT**¹

11
12 **PURPOSES AND LIMITATIONS**

13 Discovery in this action is likely to involve production of confidential, proprietary,
14 or private information for which special protection from public disclosure and from use for
15 any purpose other than prosecuting this litigation may be warranted. This Order does not
16 confer blanket protections on all disclosures or responses to discovery and that the
17 protection it affords from public disclosure and use extends only to the limited information
18 or items that are entitled to confidential treatment under the applicable legal principles.
19 This Stipulated Protective Order does not entitle the parties to file confidential information
20 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
21 standards that will be applied when a party seeks permission from the court to file material
22 under seal.

23
24 **GOOD CAUSE STATEMENT**

25 This action is likely to involve trade secrets, and other valuable research,
26 development, commercial, financial, technical and/or proprietary information for which
27

28 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in bold

1 special protection from public disclosure and from use for any purpose other than
2 prosecution of this action is warranted. Such confidential and proprietary materials and
3 information consist of, among other things, confidential business or financial information,
4 information regarding confidential business practices, or other confidential research,
5 development, or commercial information (including information implicating privacy rights
6 of third parties), proprietary software source code, and confidential and trade secret
7 technological information otherwise generally unavailable to the public, or which may be
8 privileged or otherwise protected from disclosure under state or federal statutes, court rules,
9 case decisions, or common law. Accordingly, to expedite the flow of information, to
10 facilitate the prompt resolution of disputes over confidentiality of discovery materials, to
11 adequately protect information the parties are entitled to keep confidential, to ensure that
12 the parties are permitted reasonable necessary uses of such material in preparation for and
13 in the conduct of trial, to address their handling at the end of the litigation, and serve the
14 ends of justice, a protective order for such information is justified in this matter.
15 Information shall not be designated as confidential for tactical reasons and that nothing be
16 so designated without a good faith belief that it has been maintained in a confidential, non-
17 public manner, and there is good cause why it should not be part of the public record of
18 this case.

19
20 Further to the foregoing, it is hereby ORDERED as follows:

21 1. Confidential business information is information which concerns or relates to the
22 trade secrets, processes, operations, style of work, or apparatus, or to the production, sales,
23 shipments, purchases, transfers, identification of customers, inventories, amount or source
24 of any income, profits, losses, or expenditures of any person, firm, partnership, corporation,
25 or other organization, or other information of commercial value, the disclosure of which is
26 likely to have the effect of either causing substantial harm to the competitive position of
27 the person, firm, partnership, corporation, or other organization from which the information
28 was obtained.

1 2. Any information **that is produced or generated in disclosures or responses to**
2 **discovery in this matter and** ~~submitted, in discovery or in a pleading, motion, or response~~
3 ~~to a motion either voluntarily or pursuant to lawful discovery request, or a court order,~~
4 ~~which is~~ asserted by a party to contain or constitute confidential business information shall
5 be so designated by such party in writing, or orally at a deposition, conference or hearing.
6 Documents shall be clearly and prominently marked on their face with the legend:
7 “CONFIDENTIAL” or a comparable notice. Such information, whether submitted in
8 writing or in oral testimony, shall be treated in accordance with the terms of this protective
9 order. No party shall redact confidential information in a document; rather, the disclosing
10 party should simply label the document as Confidential, and if it becomes relevant, will
11 inform the receiving party subsequently of any particular portion of the document deemed
12 confidential.

13 3. In the absence of written permission from the disclosing party or an order by the
14 Court, any confidential documents or business information submitted in accordance with
15 the provisions of paragraph 2 above shall not be disclosed to any person other than: (i)
16 outside counsel for parties to this action, including necessary secretarial and support
17 personnel assisting such counsel; (ii) qualified persons taking testimony involving such
18 documents or information and necessary stenographic and clerical personnel thereof; (iii)
19 technical experts and their staff who are employed for the purposes of this litigation (unless
20 they are otherwise employed by, consultants to, or otherwise affiliated with a non-
21 governmental party, or are employees of any domestic or foreign manufacturer, wholesaler,
22 retailer, or distributor of the products, devices or component parts that are the subject of
23 this action); (iv) the Court and its staff.

24 4. Confidential business information submitted in accordance with the provisions of
25 paragraph 2 above shall not be made available to any person designated in paragraph 3(iii)
26 unless he or she shall have first read this order and shall have signed the undertaking at
27 Attachment A. However, Attorneys who have filed an appearance in this matter need not
28

1 sign the undertaking at Attachment A, but shall nevertheless be subject to, and bound by,
2 the provisions of this Protective Order.

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

9 6. Any confidential business information submitted to the Court in connection with
10 a motion or other proceeding shall be submitted **to the Court with an application to file**
11 **under seal in accordance with this Court's Local Rule 79-5.1 and with competent**
12 **evidence of "good cause" or "compelling reasons" for a Court order allowing such**
13 **papers to be filed under seal pursuant to Federal Rule of Civil Procedure Rule 5.2(d).**
14 ~~under seal pursuant to the Local Rules.~~

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

21 8. If a party who receives materials or information that has been designated as
22 confidential and submitted in accordance with paragraph 2 disagrees with respect to such
23 a designation, in full or in part, it shall **initiate the dispute resolution process under Local**
24 **Rule 37.1, et seq. and comply with the Court's pre-motion discovery procedures. The**
25 **party designating the material or information as confidential shall bear the burdens**
26 **and the expenses of seeking protection of its confidential material in court.** ~~notify the~~
27 ~~disclosing party in writing, and they will thereupon confer as to the status of the subject~~
28 ~~information proffered within the context of this order. If the receiving party and the~~

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