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U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: *AS*

*Lodged  
Proposed  
Order*

ORIGINAL

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 Fox Broadcasting Company, Twentieth Century  
 9 Fox Film Corp., and Fox Television Holdings, Inc.

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12

13 FOX BROADCASTING COMPANY,  
 14 INC., TWENTIETH CENTURY FOX  
 15 FILM CORP., and FOX TELEVISION  
 HOLDINGS, INC.

Case No. 12-CV-04529-DMG (SH)

**PLAINTIFFS' APPLICATION TO  
 FILE UNDER SEAL**

16 Plaintiffs,

17 v.

18 DISH NETWORK L.L.C. and  
 19 DISH NETWORK CORP.,

20 Defendants.

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1 Pursuant to Civil Local Rule 79-5.1, Plaintiffs Fox Broadcasting Company,  
2 Twentieth Century Fox Film Corp., and Fox Television Holdings, Inc.  
3 (collectively “Fox” or “Plaintiffs”) respectfully seek this Court’s approval to file  
4 the parties’ Joint Stipulation Permitting Filing of First Amended Complaint, and  
5 portions of Fox’s First Amended Complaint, under seal.

6 \* \* \*

7 The material that Fox requests to be kept under seal consists of a portion of  
8 an allegation regarding the Dish parties’ future business plans. (Proposed Am.  
9 Compl. ¶ 49). This allegation references material that has been designated by  
10 defendants Dish Network L.L.C., Dish Network Corp. and EchoStar Technologies  
11 LLC (collectively “the Dish parties”) as confidential pursuant to the parties’ July  
12 24, 2012 Protective Order (attached hereto as Exhibit 1).<sup>1</sup> Dish, accordingly, has  
13 requested that the allegation be sealed.

14 Thus, Fox seeks permission to file those portions of the First Amended  
15 Complaint and the Joint Stipulation Permitting Filing of First Amended Complaint  
16 that refer to the highly confidential material under seal.

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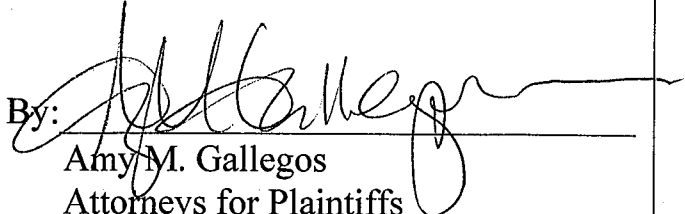
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26 <sup>1</sup> Pursuant to the Paragraph 14 of the Order, “Litigation Materials,” including  
27 motions, declarations, and exhibits, may be designated as Confidential or Highly  
28 Confidential, and any materials so designated shall be submitted and/or filed under  
seal in accordance with Local Rule 79-5.1, subject to Court approval.

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Dated: February 19, 2013

JENNER & BLOCK LLP

By:   
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Attorneys for Plaintiffs  
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Twentieth Century Fox Film Corp.,  
and Fox Television Holdings, Inc.

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13 Fox Broadcasting Company, Twentieth Century  
14 Fox Film Corp., and Fox Television Holdings, Inc.

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

17 TWENTIETH CENTURY FOX FILM  
18 CORP., FOX BROADCASTING  
19 COMPANY, AND FOX TELEVISION  
20 HOLDINGS, INC.  
21  
22 Plaintiffs,  
23  
24 v.  
25 DISH NETWORK CORPORATION  
26 and DISH NETWORK L.L.C.,  
27  
28 Defendants.

Case No. 12-cv-04529 DMG (SHx)

**PROTECTIVE ORDER**

[Stipulated Protective Order filed  
concurrently herewith]

1 WHEREAS, the Court has reviewed the parties' Stipulated Protective Order  
2 dated July 20, 2012, and GOOD CAUSE appearing therefor,

3 IT IS HEREBY ORDERED THAT:

4 1. As used in this Order, "Litigation Material(s)" includes: (a)  
5 documents, exhibits, answers to interrogatories, responses to requests for  
6 admissions, deposition testimony and transcriptions (including exhibits), and all  
7 written, recorded, graphic or electronically-stored matters (and all identical and  
8 non-identical copies thereof); (b) any copies, notes, abstracts or summaries of such  
9 information, and the information itself; and (c) any pleading, affidavit, declaration,  
10 brief, motion, transcript, including exhibits to any of these, or other writing  
11 containing such information.

12 2. Litigation Materials containing proprietary information, including  
13 pricing, rates, customers/subscribers, company security matters, customer lists,  
14 financial data and other non-public commercial, financial, research or technical  
15 information, may be designated "Confidential" by any producing party or non-  
16 party. Litigation Materials containing trade secrets, special formulas, proprietary  
17 software and/or computer programs, current or future marketing plans, current or  
18 future business plans or strategies, current or future plans for products or services,  
19 customer and subscriber data and information, agreements with third parties,  
20 information regarding current or future business or financial transactions, internal  
21 financial reports or plans, current or future pricing, rates or planning information,  
22 financial data, production data, internal notes, memoranda, logs or other data, and  
23 other highly sensitive non-public commercial, financial, research or technical  
24 information that the producing party or non-party believes, in good faith, should be  
25 afforded the highest level of confidentiality by the Court, may be designated  
26 "Highly Confidential" by any producing party or non-party.

27 3. All Litigation Materials provided (before or after entry of this Order)  
28 in discovery in connection with the above-captioned litigation ("this litigation"),

1 and the contents thereof: shall be used or disclosed by the parties, their counsel, or  
2 anyone else provided with Litigation Materials pursuant to the terms of this order,  
3 solely for the purpose of the prosecution or defense of this litigation and or the  
4 related cases pending in this district (Case Nos. 12-cv-04536 and 12-cv-4551) and  
5 the Southern District of New York (12-cv-4155) , including preparing for and  
6 conducting pre-trial, trial and post-trial proceedings in this litigation, and for no  
7 other purpose; shall not be used or disclosed for any business, commercial or  
8 competitive purpose; and shall not be used or disclosed in connection with any  
9 other litigation or proceeding. In addition, Litigation Materials designated  
10 “Confidential” or “Highly Confidential,” and the contents thereof, shall not be  
11 disclosed other than as provided by the terms of this Order.

12 4. Any Litigation Materials that the producing party or non-party has  
13 properly made available to the general public prior to their production in this  
14 litigation or during the course of this litigation shall not be designated  
15 “Confidential” or “Highly Confidential.”

16 5. Nothing in this Order affects the right of the party or non-party that  
17 produced Litigation Materials to use or disclose any Litigation Materials, or the  
18 contents thereof, in any way.

19 6. (a)(i) Any party or non-party may designate Litigation Materials, or  
20 portions thereof, which are considered confidential or highly confidential by  
21 marking them “Confidential” or “Highly Confidential.” In order to provide the  
22 parties adequate opportunity to designate Litigation Materials as “Confidential” or  
23 “Highly Confidential,” all Litigation Materials produced in this case shall be  
24 deemed “Highly Confidential,” whether or not stamped with that legend, for a  
25 period of fifteen (15) business days following production, unless the Litigation  
26 Materials are within the scope of paragraph 4 of this Order.

27 (ii) The failure to designate Litigation Materials as “Confidential”  
28 or “Highly Confidential” within that fifteen (15) business day period shall not

1 waive a party's or non-party's right to later designate such Litigation Materials as  
2 "Confidential" or "Highly Confidential" with prospective effect. If Litigation  
3 Materials claimed to be "Confidential" or "Highly Confidential" are produced  
4 without that designation, such Litigation Materials and all copies thereof shall  
5 within five (5) days of any written notice requesting their return, be returned to the  
6 designating person for such designation, destroyed, or stamped "Confidential" or  
7 "Highly Confidential," as requested by the designating person. The receiving party  
8 may challenge the designation of the documents as provided in this Order, but the  
9 inadvertent production of Litigation Materials (including, without limitation,  
10 testimony) claimed to be "Confidential" or "Highly Confidential" without the  
11 designation shall not constitute a waiver of confidentiality.

12 (b) For deposition testimony, counsel may invoke the protections of  
13 this Order by stating on the record during the deposition that testimony given at the  
14 deposition is designated "Confidential" or "Highly Confidential," or by designating  
15 the deposition transcript or portions thereof as "Confidential" or "Highly  
16 Confidential" within fifteen (15) business days after that counsel has received the  
17 final deposition transcript from opposing counsel. All information disclosed during  
18 a deposition shall be deemed "Highly Confidential" until the expiration of such  
19 fifteen (15) business day period as to counsel for all parties, whether or not any  
20 portion of the transcript has been so designated previously and thereafter shall  
21 remain "Confidential" or "Highly Confidential," as applicable, if so designated. No  
22 person shall be present during any portion of any deposition designated at the  
23 deposition as "Confidential" or "Highly Confidential" or any portion of any  
24 deposition wherein "Confidential" or "Highly Confidential" Litigation Materials  
25 are disclosed, unless that person is an authorized recipient of Litigation Materials  
26 containing such confidential or highly confidential information under the terms of  
27 this Order.

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1           7.     The party or non-party designating any Litigation Materials as  
2 Confidential” or “Highly Confidential” shall, in the first instance, determine in  
3 good faith whether it constitutes “Confidential” or “Highly Confidential”  
4 information covered by this Order. Another party may object in good faith to such  
5 “Confidential” or “Highly Confidential” designation. The objecting party and the  
6 other person(s) involved shall follow the provisions of Local Rule 37-1, *et seq.* of  
7 the Central District of California in (a) their attempt to informally resolve their  
8 designation dispute and (b) any motion practice before this Court should such  
9 dispute not be resolved informally. Any Litigation Materials, the designation of  
10 which are subject to such dispute, shall be treated as designated pending further  
11 order of the Court. The person asserting the confidentiality of any such Litigation  
12 Materials shall bear the burden of establishing that the Litigation Materials are  
13 entitled to be classified as designated.

14           8.     If any Litigation Materials designated “Confidential” or “Highly  
15 Confidential” pursuant to this Order are used during the course of a deposition, the  
16 portion of the deposition record reflecting such “Confidential” or “Highly  
17 Confidential” information shall be designated as “Confidential” or “Highly  
18 Confidential,” and access thereto shall be limited pursuant to the terms of this  
19 Order.

20           9.     Litigation Materials designated or treated as “Confidential,” copies or  
21 extracts therefrom and the information contained therein, may be disclosed, given,  
22 shown, made available, or communicated to only the following (and then only for  
23 purposes of the prosecution, defense or appeal of this litigation):

- 24           a. employees of the parties provided that they are deposition or trial  
25 witnesses or are otherwise actively involved in the prosecution,  
26 defense or appeal of this litigation and have executed the attached  
27 Schedule A;

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- b. outside counsel retained by the parties to assist in the prosecution, defense or appeal of this litigation, including employees of such counsel's firms, and any companies, independent contractors or other litigation support service personnel with whom such counsel works in connection with this litigation;
- c. in-house counsel for the parties (and their paralegal, clerical and/or secretarial assistants) who are actively involved in the prosecution, defense or appeal of this litigation;
- d. consultants and/or experts retained by counsel or a party in connection with this litigation to whom it is necessary that "Confidential" Litigation Materials be shown for the sole purpose of assisting in, or consulting with respect to, this litigation, and only upon their agreement to be bound by this Protective Order evidenced by execution of the attached Schedule A;
- e. any person expressly identified in any "Confidential" Litigation Materials as an author, a recipient, or having knowledge of the "Confidential" Litigation Materials, and any person for whom a reasonable foundation may be laid that he or she is an author, a recipient, or has knowledge of the "Confidential" Litigation Materials;
- f. any person employed by the party that produced the "Confidential" Litigation Materials;
- g. the Court in this litigation, and any members of its staff to whom it is necessary to disclose Confidential Litigation Materials for the purpose of assisting the Court in this litigation.
- h. stenographers, videographers and court reporters recording or transcribing testimony relating to this litigation and who have executed the attached Schedule A;

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i. other persons only upon written consent of the producing person (which agreement may be recorded in a deposition or other transcript) or upon order of the Court after affording the producing person due notice and an opportunity to be heard.

10. Litigation Materials designated or treated as “Highly Confidential,” copies or extracts therefrom and the information contained therein, shall be treated as “Attorneys’ Eyes Only” and may be disclosed, given, shown, made available, or communicated to only the following (and then only for purposes of the prosecution, defense or appeal of this litigation):

- a. outside counsel retained by the parties to assist in the prosecution, defense or appeal of this litigation, including employees of such counsel’s firms, and any companies, independent contractors or other litigation support service personnel with whom such counsel works in connection with this litigation;
- b. up to four (4) in house counsel who are actively involved in the prosecution, defense or appeal of this litigation and have executed the attached Schedule A, but who are not involved in any business negotiations regarding programming, affiliation, content licensing or retransmission agreements;
- c. consultants and/or experts retained by counsel or a party in connection with this litigation to whom it is necessary that “Highly Confidential” Litigation materials be shown for the sole purpose of assisting in, or consulting with respect to, this litigation, and only upon their agreement to be bound by this Protective Order evidenced by execution of the attached Schedule A;
- d. any person expressly identified in any “Highly Confidential” Litigation Materials as an author, a recipient, or having knowledge of the “Highly Confidential” Litigation Materials, and any person

- 1 for whom a reasonable foundation may be laid that he or she is an
- 2 author, a recipient, or has knowledge of the "Highly Confidential"
- 3 Litigation Materials;
- 4 e. any person employed by the party that produced the "Highly
- 5 Confidential" Litigation Materials;
- 6 f. the Court, and any members of its staff to whom it is necessary to
- 7 disclose "Highly Confidential" Litigation Materials for the purpose
- 8 of assisting the Court in this litigation;
- 9 g. stenographers, videographers and court reporters recording or
- 10 transcribing testimony relating to this litigation who have executed
- 11 the attached Schedule A;
- 12 h. other persons only upon written consent of the producing person
- 13 (which agreement may be recorded in a deposition or other
- 14 transcript) or upon order of the Court after affording the producing
- 15 person due notice and an opportunity to be heard.

16 11. Source Code. Each party may designate documents, information, or  
17 things as "Highly Confidential Source Code Information," which means Source  
18 Code, as that term is defined below, which is to be protected in the same manner as  
19 what is set forth in this Order, subject to additional protections provided below.

20 A. Source Code means human-readable programming language text  
21 that defines software, firmware, or electronic hardware descriptions and/or  
22 instructions (hereinafter referred to as "Source Code"). Source Code includes,  
23 without limitation, computer code, scripts, assembly, object code, Source Code  
24 listings and descriptions of Source Code, object code listings and descriptions of  
25 object code, formulas, engineering specifications, or schematics that define or  
26 otherwise describe in detail the algorithms or structure of software. Source Code  
27 documents at least include (1) printed documents that contain or refer to selected  
28 Source Code, components ("printed Source Code"); (2) electronic communications

1 and descriptive documents, such as emails, design documents and programming  
2 examples, which contain or refer to selected Source Code components (“described  
3 Source Code”); (3) electronic Source Code documents that reside in a Source Code  
4 repository from which software and related data files may be compiled, assembled,  
5 linked, executed, debugged and/or tested (“Source Code files”); and (4) transcripts,  
6 reports, video, audio, or other media that include, quote, cite, describe, or otherwise  
7 refer to Source Code, Source Code files, and/or the development thereof. Source  
8 Code files include, but are not limited to documents containing Source Code in  
9 “C”, “C++”, Java, Java scripting languages, assembler languages, command  
10 languages and shell languages. Source Code files may further include “header  
11 files,” “make” files, project files, link files, and other human-readable text files  
12 used in the generation, compilation, translation, and/or building of executable  
13 software, including software intended for execution by an interpreter. The  
14 definitions of “Source Code,” “printed Source Code,” “described Source Code” and  
15 “Source Code files” do not include documents or information that merely describe  
16 the functionality of a device, service or feature (e.g., the Hopper, PrimeTime  
17 Anytime, Auto Hop or Sling Adapter). However, these definitions are meant to  
18 include documents or information that reveal how Source Code effectuates or  
19 accomplishes the functionality of a device, service, or feature.

20 B. Documents and things produced during the course of this  
21 litigation designated as “Highly Confidential Source Code Information” shall be  
22 protected in accordance with the “Highly Confidential” designation provided in this  
23 Order, and are also subject to the additional protections in this paragraph 11.  
24 Nothing in this Order shall obligate the parties to produce any Source Code nor act  
25 as an admission that any particular Source Code is discoverable.

26 C. The producing party may redact any Source Code that may be  
27 contained in a document with a mix of other information and may then produce the  
28 redacted document in the same manner as any other document covered by this

1 Protective Order.

2 D. The producing party shall produce Source Code files by making  
3 them available electronically on a stand-alone, non-networked computer without  
4 Internet access provided by the producing party (“the Source Code Computer”).  
5 The Source Code Computer provided by the producing party shall run a reasonably  
6 current version of a mutually agreed upon operating system such as Apple OS X,  
7 Microsoft Windows or Linux. Source Code files must be produced as they are  
8 stored in the ordinary course of business. The Source Code Computer shall be  
9 produced, stored, and secured at the Los Angeles offices of the producing party’s  
10 outside counsel or such other appropriately secure facility as is mutually agreed  
11 upon by the parties (termed “the designated facility”).

12 E. Such materials shall be made available for inspection only by  
13 the following persons to whom disclosure is authorized pursuant to this Protective  
14 Order:

15 i. Approved experts and consultants for the receiving party  
16 who have executed the attached Schedule A;

17 ii. Approved outside counsel for the receiving party who  
18 have executed the attached Schedule A;

19 The names and curriculum vitae of any experts, consultants and  
20 outside counsel for the receiving party whom the receiving party seeks to designate  
21 to inspect source code must be provided to the producing party at least four  
22 business days prior to the time of inspection by such individual (for expedited  
23 discovery, this shall be two business days). The producing party shall have three  
24 business days to object to inspection of source code by a particular individual (for  
25 expedited discovery, this shall be one business day). Such objection must be for  
26 good cause, stating with particularity the reasons for the objection, and must be in  
27 writing. Failure to object within three business days shall constitute approval (for  
28 expedited discovery, this shall be one business day). If the parties are unable to

1 resolve objections, application may be made to the Court to resolve the matter. No  
2 more than a total of 10 individuals identified by the receiving party shall have  
3 access to the Source Code Computer.

4 F. Source Code shall be made available for inspection and, if  
5 necessary, production with the following additional protections:

6 i. The producing party shall produce Source Code files as  
7 they are stored in the ordinary course of business and shall deliver one copy of the  
8 Source Code files to the designated facility for review on the Source Code  
9 Computer. For sake of clarity, the producing party may provide the Source Code  
10 files in read-only form. To the extent a party considers production of specifically  
11 identified Source Code files in executable form necessary, the parties shall meet  
12 and confer.

13 ii. The Source Code Computer shall be made available from  
14 9 a.m. to 6 p.m. local time, Monday through Friday (excluding federal holidays) on  
15 the business days for which a reasonable request for inspection has been made. The  
16 receiving party must provide at least one week's notice (two business days for  
17 expedited discovery) to the producing party prior to reviewing the Source Code  
18 Computer for the first time and one business day's notice before reviewing the  
19 Source Code Computer on any non-consecutive business day thereafter.

20 iii. Proper identification of all approved individuals shall be  
21 provided prior to any access to the secure room at the designated facility or the  
22 Source Code Computer. Proper identification requires showing, at a minimum, a  
23 photo identification card sanctioned by the government of any State of the United  
24 States, by the government of the United States, or by the nation state of the  
25 authorized person's current citizenship.

26 iv. The producing party shall install tools that are sufficient  
27 for viewing and searching the code produced, on the platform produced, if such  
28 tools exist and are presently used in the ordinary course of the producing party's

1 business. The receiving party may request that commercially available software  
2 tools for viewing and searching Source Code be installed on the Source Code  
3 Computer, provided, however, that such other software tools are reasonably  
4 necessary for the receiving party to perform its review of the Source Code  
5 consistent with all of the protections herein. Specific tools may include, but are not  
6 limited to multi-file text search tools such as “grep”, dtSearch, Understand for Java,  
7 Understand for C, Visual Slick Edit, Source-Navigator, PowerGrep and  
8 ExamDiffPro or similar programs. Where executable Source Code is installed on  
9 the Source Code Computer, the receiving party shall be entitled to install and use  
10 appropriate compilers, debuggers and text editors so long as the receiving party  
11 agrees that no edits may be performed on the Highly Confidential Source Code  
12 Information. The receiving party must provide the producing party with the CD or  
13 DVD containing such licensed software tool(s) at least ten (10) days in advance of  
14 the date upon which the receiving party wishes to have the additional software tools  
15 available for use on the Source Code Computer (four business days for expedited  
16 discovery).

17 v. The producing party shall make available a laser printer  
18 with commercially reasonable printing speeds for on-site printing during inspection  
19 of the Source Code. Source Code may only be printed on watermarked pre-Bates  
20 numbered paper, which shall be provided by the producing party. Upon printing  
21 any such portions of Source Code, the printed pages shall be collected by the  
22 producing party. The producing party shall Bates number and label with “Highly  
23 Confidential Source Code Information” any pages printed by the receiving party  
24 and deliver them to the receiving party or object within three business days of their  
25 receipt.

26 vi. The receiving party may print portions of the Source  
27 Code only when reasonably necessary to prepare court filings or pleadings or other  
28 papers (including a testifying expert’s expert report or for use as deposition

1 exhibits). The receiving party shall not print Source Code in order to review blocks  
2 of Source Code elsewhere in the first instance, i.e., as an alternative to reviewing  
3 that Source Code electronically on the Source Code Computers. Printed portions  
4 that exceed 50 continuous pages or 10% or more of a specific software release  
5 (operating systems and applications) shall be presumed excessive and not done for  
6 a permitted purpose. If, after meeting and conferring, the producing party and the  
7 receiving party cannot resolve the objection, the producing party shall be entitled to  
8 seek a resolution from the Court of whether the printed Source Code in question is  
9 narrowly tailored and was printed for a permitted purpose. The burden shall be on  
10 the receiving party to demonstrate that such printed portions are no more than is  
11 reasonably necessary for a permitted purpose and not merely printed for the  
12 purposes of review and analysis elsewhere.

13           vii.       The printed pages shall constitute part of the Source Code  
14 produced by the producing party in this action. Only those consultants, experts and  
15 outside attorneys who have been approved to inspect source code, and who have  
16 executed the attached Schedule A, may have access to the printed pages. Each  
17 consultant, expert, or outside attorney will record on a log every page of Source  
18 Code that has been printed (“print logs”). Print logs should be secured in a locked  
19 and secure room when not in use.

20           viii.     Any external storage media containing Source Code shall  
21 be disconnected from and/or removed from its Source Code Computer and stored in  
22 a locked room, safe or storage cabinet when it is not actually being accessed.

23           ix.       The Source Code Computer and the safe or storage  
24 cabinet must be kept in a locked and secure room (the “Source Code Review  
25 Room”).

26           x.       No recordable media or recordable devices, including  
27 without limitation sound recorders, computers, cellular telephones, PDAs,  
28 peripheral equipment, cameras, CDs, DVDs, or drives of any kind, shall be



1 permitted into the Source Code Review Room. The receiving party's outside  
2 counsel and/or experts shall be entitled to take notes relating to the Source Code but  
3 may not copy the Source Code into the notes and may not take such notes  
4 electronically on the Source Code Computer itself or any other computer. No  
5 copies of all or any portion of the Source Code may leave the room in which the  
6 Source Code is inspected except as otherwise provided herein. Further, no other  
7 written or electronic record of the Source Code is permitted except as otherwise  
8 provided herein. A phone shall be made available in the secure room.

9 xi. The producing party may monitor the activities of the  
10 receiving party's representatives during any Source Code review, but only to ensure  
11 that no unauthorized electronic records of the Source Code and that no information  
12 concerning the Source Code are being created or transmitted in any way. Such  
13 monitor shall not remain in the Source Code Review Room and shall not be able to  
14 listen to any activity taking place in the Source Code Review Room. No video may  
15 be made of any activity taking place in the Source Code Review Room, nor shall  
16 the monitor be permitted to report on any activities therein other than as may relate  
17 to the above-referenced purpose of the monitoring.

18 xii. Unless otherwise agreed in advance by the parties in  
19 writing, at the conclusion of each day of Source Code inspection, the receiving  
20 party shall remove all notes, documents and all other materials from the room that  
21 may contain work product and/or attorney-client privileged information. The  
22 producing party shall not be responsible for any items left in the room following  
23 any inspection session, nor shall the presence of such materials bar the producing  
24 party from entering or using the inspection room.

25 xiii. Except as specifically permitted in this Paragraph 11, the  
26 receiving party will not copy, remove, or otherwise transfer any Source Code from  
27 the Source Code Computer including, without limitation, copying, removing, or  
28 transferring the Source Code onto any recordable media or recordable device. The

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1 receiving party will not transmit any Source Code in any way from the producing  
2 party's facilities or the offices of its outside counsel of record.

3           xiv.       The Source Code Computer and/or external storage media  
4 used to store the Source Code shall be password protected and, at the option of the  
5 producing party, further protected using PGP or comparable encryption.

6           xv.       No electronic copies of Source Code shall be made  
7 (including by way of example only, the receiving party may not scan the Source  
8 Code to a PDF or photograph the code), other than volatile copies necessarily made  
9 in the course of loading, accessing, compiling, modeling and/or executing the  
10 Source Code or running data processing systems that use or incorporate the Source  
11 Code on the Source Code Computer. Images or copies of Source Code shall not be  
12 included in correspondence between the parties (references to production numbers  
13 shall be used instead), and shall be omitted from pleadings and other papers  
14 whenever possible. If a party reasonably believes that it needs to submit a portion  
15 of the Source Code as part of a filing with the Court, the parties shall meet and  
16 confer as to how to make such a filing while protecting the confidentiality of the  
17 Highly Confidential Source Code and such filing will not be made absent  
18 agreement from the producing party that the confidentiality protections will be  
19 adequate.

20           xvi.       The receiving party's outside counsel of record may make  
21 no more than five (5) additional paper copies of any portions of the Source Code  
22 received from a producing party, not including copies attached to court filings or  
23 used at depositions, and shall maintain a log of all paper copies of the Source Code  
24 received from a producing party that are delivered by the receiving party to any  
25 approved individual. The log shall include the names of the reviewers and/or  
26 recipients of paper copies and locations where the paper copies are stored. Upon  
27 reasonable notice to the receiving party by the producing party, the receiving party  
28 shall provide a copy of this log to the producing party.

1                   xvii.       Copies of Source Code that are marked as deposition  
2 exhibits shall not be provided to the court reporter or attached to deposition  
3 transcripts; rather, the deposition record will identify the exhibit by its production  
4 numbers. All paper copies of Source Code brought to a deposition shall be securely  
5 destroyed in a timely manner following the deposition.

6                   xviii.       Any printed pages of Source Code shall be stored in a  
7 locked safe or storage cabinet when not actually in use.

8                   xix.        The receiving party shall maintain a log of all individuals  
9 who have accessed the Source Code Computer. The log shall be made available to  
10 the producing party upon reasonable request. The log shall include the name of  
11 each person who accessed the Source Code Computer. Such log and any  
12 information from it shall be inadmissible in this litigation except in connection with  
13 proceedings before the Court regarding any alleged violations of this Protective  
14 Order.

15                   At the end of this action (including any related appeals), any entity receiving  
16 Source Code will certify that: (a) all printed copies of Source Code have been  
17 returned, with the exception of exhibits that were attached to filed pleadings or  
18 admitted into evidence; (b) any electronic storage or memory media that may  
19 contain Source Code has been returned, fully reformatted, and/or destroyed; and (c)  
20 any access logs maintained by counsel have been archived along with counsel's  
21 other records from this litigation. Other than set forth in this subparagraph, counsel  
22 may not maintain a file copy of Source Code material.

23                   12.       Nothing in this Order shall allow non-testifying experts and  
24 consultants to be deposed or otherwise be the subject of discovery other than as  
25 provided under the Federal Rules of Civil Procedure.

26                   13.       (a)   Nothing in this Order shall prevent or otherwise restrict counsel  
27 from rendering advice to their clients and, in the course thereof, relying generally  
28 on "Confidential" or "Highly Confidential" Litigation Materials; provided, that in

1 rendering such advice and otherwise communicating with such client, counsel shall  
2 not make any disclosure of the specific substance of Litigation Materials so  
3 designated except as otherwise allowed in this Order.

4 (b) If, at any time, any Litigation Materials in the possession,  
5 custody or control of any person other than the person who originally produced  
6 such Litigation Materials are subpoenaed or requested by any court, administrative  
7 agency, legislative body or other person or entity, the person to whom the subpoena  
8 or request is directed shall immediately provide written notice to each person who  
9 originally produced such Litigation Materials or designated them "Confidential" or  
10 "Highly Confidential," and the person to whom the subpoena or request is directed  
11 shall not take an adverse position to such producing or designating person(s) who  
12 oppose the subpoena or request for such Litigation Materials.

13 14. Except as agreed to in writing by counsel of record or as ordered by  
14 the Court, Litigation Materials designated or treated as "Confidential" or "Highly  
15 Confidential" shall be submitted and/or filed under seal in accordance with Local  
16 Rule 79-5.

17 15. Nothing herein shall prevent any of the parties from using  
18 "Confidential" or "Highly Confidential" Litigation Materials in any trial in this  
19 litigation or from seeking further protection with respect to the use of any  
20 "Confidential" or "Highly Confidential" Litigation Materials in any trial in this  
21 litigation. Means to preserve the confidentiality of Litigation Materials presented at  
22 any trial of this matter shall be considered and implemented prior to the beginning  
23 of such trial. "Confidential" or "Highly Confidential" Litigation Materials that are  
24 not received into evidence at trial shall retain their "Confidential" or "Highly  
25 Confidential" status under this Order.

26 16. The terms of this Order shall apply to all manner and means of  
27 discovery. The provisions of this Order may be modified at any time by stipulation  
28 of the parties, approved by order of the Court. In addition, a party may at any time

1 apply to the Court for modification of this Order. Nothing in this Order shall  
2 constitute (a) any agreement to produce in discovery any testimony, document or  
3 other information; (b) a waiver of any right to object to or seek a further protective  
4 order with respect to any discovery or other matter in this or any other litigation; or  
5 (c) a waiver of any claim or immunity, protection, or privilege with respect to any  
6 testimony, document or information.

7 17. In the event that Litigation Materials designated or treated as  
8 “Confidential” or “Highly Confidential” are disclosed to someone not authorized to  
9 receive such information under this Order, counsel of record for the party making  
10 that disclosure shall, promptly upon learning of such disclosure, give notice to  
11 counsel of record for the designating person and to counsel of record for the  
12 producing person (if different), and shall describe the circumstances surrounding  
13 the unauthorized disclosure.

14 18. If any person inadvertently produces in discovery any information  
15 subject to attorney-client privilege, work product doctrine or any other privilege,  
16 protection, or immunity, and the requirements of Federal Rule of Evidence 502(b)  
17 have been satisfied, the producing person may (promptly upon learning of such  
18 production) notify the receiving party(ies) of such production and seek the return  
19 and/or destruction of such information as set forth below. Upon such notification:  
20 the receiving party(ies) shall promptly return to the producing person or shall  
21 destroy all such information (including, without limitation, all originals and copies  
22 of any documents containing or comprising such information); the information  
23 (including, without limitation, all originals and copies of any documents containing  
24 or comprising such information) shall continue to be privileged, protected, and/or  
25 immune; and no use shall be made of such information (including, without  
26 limitation, all originals and copies of any documents containing or comprising such  
27 information) by the receiving party(ies), nor shall it be disclosed to anyone by the  
28 receiving party(ies). The receiving party(ies) shall promptly provide to the

1 producing person a written certification of the complete return or destruction of  
2 such information (including, without limitation, all originals and copies of any  
3 documents containing or comprising such information); provided that, to the extent  
4 any receiving party has incorporated any such information in its own work product,  
5 it may (instead of providing such work product to the producing person) destroy  
6 such information incorporated in that work product and promptly certify to such  
7 destruction. Nothing herein, however, shall preclude the receiving party(ies) from  
8 subsequently challenging that such materials are privileged, or that any such  
9 privilege has not been waived.

10 19. Upon termination of this litigation and the request of the producing  
11 person, the originals and all copies, whether exact copies or compilations, digests or  
12 non-exact copies in any form, of Litigation Materials shall, within thirty (30) days,  
13 be returned to the person who produced such Litigation Materials (with the  
14 resulting shipping expense to be paid by the producing person), or shall be  
15 destroyed (together with a written certification of the complete destruction of the  
16 Litigation Materials), or shall otherwise be disposed as may be mutually agreeable  
17 among the applicable persons. The obligation to return/destroy Confidential (as  
18 opposed to Highly Confidential) materials shall be limited to reasonable efforts.  
19 Nevertheless, counsel of record may retain their file copies of all court filings,  
20 official transcripts and exhibits, provided that counsel continues to treat all  
21 Litigation Materials in the manner provided in this Order. Notwithstanding the  
22 provisions of this paragraph, inaccessible copies of confidential or proprietary  
23 material, including electronic copies created through the routine operation of the  
24 recipient(s)' standard archival and backup procedures, do not need to be returned or  
25 destroyed.

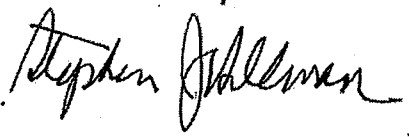
26 20. This Order shall remain in force and effect until modified, superseded  
27 or terminated by agreement of the parties hereto or by order of the Court. The  
28 termination of this action shall not relieve the parties from complying with any

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limitations imposed by this Order, and the Court shall retain jurisdiction to enforce this Order.

21. The entry of this Order does not prevent either party from seeking a further order of this Court pursuant to Rule 26(c) of the Federal Rules of Civil Procedure.

SO ORDERED:



Dated: July 24, 2012

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STEPHEN J. HILLMAN  
United States Magistrate Judge

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Schedule A

By my signature, I hereby acknowledge that I have read the Stipulated Protective Order, dated July \_\_, 2012 (the "Protective Order") entered in *Fox Broadcasting Company, Twentieth Century Fox Film Corp., and Fox Television Holdings, Inc. v. DISH Network L.L.C. and DISH Network Corporation*, Case No. 12-cv-04529 DMG (SHx), pending in the United States District Court for the Central District of California and hereby agree to be bound by the terms thereof. I further agree that to the extent that my employees are provided with "Confidential" and/or "Highly Confidential" Litigation Materials, I will instruct such employees regarding the terms of the Protective Order. I further agree to subject myself to the jurisdiction of the United States District Court for the Central District of California with respect to all matters relating to compliance of the Protective Order.

Dated: \_\_\_\_\_

City and State: \_\_\_\_\_

Signature:

\_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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