

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____ Jenny Rubin, et al.)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO. 01-1655-RCL ✓
)	
The Islamic Republic of Iran, et al.)	
)	
Defendants.)	
_____ Susan Weinstein, et al.)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO. 00-2601-RCL
)	
The Islamic Republic of Iran, et al.)	
)	
Defendants.)	
_____ Seth Charles Ben Haim, et al.)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO. 02-1811-RCL
)	CIVIL ACTION NO. 08-520-RCL
The Islamic Republic of Iran, et al.)	
)	
Defendants.)	
_____ Ruth Calderon-Cardona, et al.)	
)	
Plaintiffs,)	
)	
v.)	MISC. NO. 14-648-RCL
)	
Democratic People's Republic of Korea, et al.)	
)	
Defendants.)	
_____)	

FILED
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Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

_____)	
Mary Nell Wyatt, et al.)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO. 08-502-RCL
)	
Syrian Arab Republic, et al.)	
)	
Defendants.)	
_____)	
Shaul Stern, et al.)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO. 00-2602-RCL
)	
The Islamic Republic of Iran, et al.)	
)	
Defendants.)	
_____)	

~~PROPOSED~~ ⁹ **STIPULATED PROTECTIVE ORDER**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, nonparty Internet Corporation for Assigned Names and Numbers (“ICANN”) and Plaintiffs (collectively, the “Parties,” individually a “Party”) hereby jointly move for entry of this [Proposed] Stipulated Protective Order (“Stipulated Protective Order”). The Parties stipulate and agree as follows:

1. This Stipulated Protective Order shall be applicable to and govern all disclosure, production and use of documents, electronically stored information, testimony and other information exchanged between the Parties (collectively, “Discovery Material”) in connection with the Writs of Attachment on Judgment Other Than Wages, Salary And Commissions and Subpoenas *Duces Tecum* issued by Plaintiffs to ICANN on or about June 24, 2014 in the above-referenced actions (the “Attachment Proceedings”).

2. This Stipulated Protective Order shall not be deemed a concession or admission by any Party that discovery in general, particular discovery or particular discovery methods are

appropriate or permitted in these Attachment Proceedings. In addition, this Stipulated Protective Order shall not be deemed a waiver of any Party's ability or standing to object to, or seek protection from the Court regarding, discovery in general, particular discovery or particular discovery methods in these Attachment Proceedings.

3. The protections conferred by this Stipulated Protective Order cover not only Discovery Material itself, but also any information copied or extracted therefrom, as well as copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by the Parties or counsel to or in Court or in other settings that might disclose protected material to persons not authorized to receive such Discovery Material.

4. **Timing of Designations.** Except as otherwise provided in this Stipulated Protective Order, or as otherwise stipulated or ordered, disclosure of CONFIDENTIAL Discovery Material must be designated for protection under this Stipulated Protective Order by clearly designating the Discovery Material as CONFIDENTIAL before it is disclosed or produced. Such designations must be made in good faith.

5. **Manner of Designations.** The designation of Discovery Material as CONFIDENTIAL shall be made as follows:

(a) For produced documents, by imprinting the word "CONFIDENTIAL" on the face of each page of a document so designated or in a similarly conspicuous location for non-document materials;

(b) For written discovery responses, by imprinting the word "CONFIDENTIAL" next to or above any response to a discovery request or on each page of a response;

(c) For depositions, by indicating on the record at the deposition which portions of the transcript and/or responses should be treated as "CONFIDENTIAL." Alternatively, within thirty

(30) days of receipt of a transcript or recording of a deposition or other pretrial or trial proceeding, the offering or sponsoring Party may designate such transcript or recording, or any portion thereof, as “CONFIDENTIAL” by notifying all Parties, in writing, of the specific pages and lines of the transcript or recording that should be treated as “CONFIDENTIAL.” All transcripts or recordings of depositions shall be treated as CONFIDENTIAL for thirty (30) days after receipt of the transcript or recording, or until written notice of a designation is received, whichever occurs first. Transcript pages containing CONFIDENTIAL Discovery Material must be separately bound by the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL,” as instructed by the Party offering or sponsoring the witness or presenting the testimony;

(d) For electronically-stored information, either by imprinting the word “CONFIDENTIAL” on any disk or storage medium, or on the face of each page of a document so designated, or by designating the production as “CONFIDENTIAL” in the transmittal cover letter.

6. **Definition of “CONFIDENTIAL” Discovery Material.** Discovery Material that may be designated as “CONFIDENTIAL” includes Discovery Material (regardless of how generated, stored, or maintained) that reveals the following:

(a) Previously nondisclosed trade secrets or other confidential, competitive or proprietary business information used by a Party in, or pertaining to, its business which the Party takes appropriate efforts to keep confidential or which the Party is otherwise required to keep confidential by agreement, understanding or law;

(b) Previously nondisclosed financial information (including without limitation revenue reports or estimates and cost reports or estimates);

(c) Previously nondisclosed internal information that, if disclosed, would be likely to compromise the integrity of a Party's deliberative or decision-making process by inhibiting the candid exchange of ideas and communications, including internal documents, memoranda, and other similar communications between a Party and its directors, advisors, staff, consultants, contractors or agents;

(d) Previously nondisclosed information exchanged, prepared for, or derived from the deliberative and decision-making process between a Party, its constituents, and/or other entities with which that Party cooperates that, if disclosed, would be likely to compromise the integrity of the deliberative and decision-making process between and among that Party, its constituents, and/or other entities with which that Party cooperates by inhibiting the candid exchange of ideas and communications;

(e) Previously nondisclosed information that relates in any way to the security and stability of the Internet, including the operation of the L Root or any changes, modifications, or additions to the root zone;

(f) Information of a personal or intimate nature that is protected from disclosure by statute, regulation, or otherwise entitled to protection from public disclosure; or

(g) any other category of information hereinafter given CONFIDENTIAL status by the Court.

7. **Use and Disclosure of CONFIDENTIAL Discovery Material.** Any Discovery Material designated as CONFIDENTIAL shall be used only in the prosecution and defense of these Attachment Proceedings, and shall be restricted solely to the following persons unless and until this Court rules that any CONFIDENTIAL Discovery Material should be disclosed beyond the limits permitted by this Stipulated Protective Order:

(a) The Parties, officers, or persons employed directly by the Parties, and the attorneys of record for the Parties and persons directly employed by the attorneys of record in these Attachment Proceedings, for the specific and sole purpose of assisting said attorneys in these Attachment Proceedings. Such individuals shall be bound by the terms of this Stipulated Protective Order. This subparagraph does not include attorneys or law firms with whom or with which the attorneys of record in these Attachment Proceedings may have an affiliation for purposes other than these Attachment Proceedings;

(b) Experts and consultants retained by the attorneys in these Attachment Proceedings, specifically for purposes of these Attachment Proceedings, provided that each such expert and consultant shall first execute a copy of Exhibit A, attached hereto, and provide a copy of the executed Exhibit A to the producing Party;

(c) Witnesses who appear for deposition, trial or hearing in these Attachment Proceedings, but only: (1) in preparation for the deposition, trial or hearing, or (2) during the deposition, trial or hearing; and provided (i) the witness is advised of the need and agrees to keep the Discovery Material CONFIDENTIAL, and (ii) the witness is identified as an originator, signatory, author, addressee, or recipient of the original or a copy of the Discovery Material; Witnesses otherwise entitled under this Stipulated Protective Order to see the Discovery Material; or Witnesses for whom the designating Party has given its prior permission to disclose the Discovery Material;

(d) The Court, Court personnel and staff, and stenographers and videographers at any deposition or Court proceeding; or

(e) In-house counsel for a Party.

8. **Filing of CONFIDENTIAL Discovery Material.** All transcripts, depositions, exhibits, answers to interrogatories, and other documents filed with the Court in these Attachment Proceedings which have been designated by any Party as CONFIDENTIAL, and all pleadings and memoranda purporting to reproduce or paraphrase CONFIDENTIAL Discovery Material, shall be filed in accordance with the Court's procedure for filing documents under seal. Any document filed under seal must have any information designated as CONFIDENTIAL redacted and be filed publicly via ECF within seven (7) days of being filed under seal.

9. **Protection of CONFIDENTIAL Discovery Material.** All CONFIDENTIAL Discovery Material, as well as duplicates and other documents referring in whole or in part to the CONFIDENTIAL Discovery Material, or the information contained therein, shall be maintained in the strictest confidence by all counsel and persons to whom disclosure is made pursuant to Paragraph 7 of this Stipulated Protective Order, and shall be used only for purposes of these Attachment Proceedings, and shall not be disclosed to anyone other than the persons and in the manner described in Paragraph 7 herein. All counsel and persons to whom disclosure of CONFIDENTIAL Discovery Material is made pursuant to Paragraph 7 of this Stipulated Protective Order shall maintain such Discovery Material in a secure and safe area and shall exercise the same standard of due and proper care with respect to the storage, custody, use and/or dissemination of such Discovery Materials as is exercised by the recipient with respect to its own proprietary information.

10. **Challenges to Designation of CONFIDENTIAL Discovery Material.** Entry of this Stipulated Protective Order shall be without prejudice to any Party's motion for relief from or modification of the provisions hereof or to any other motion relating to the production, exchange, or use of any Discovery Material. If a Party disagrees with a producing Party's

designation of information as CONFIDENTIAL, or disputes the limitations on access to be accorded such information under this Stipulated Protective Order, the Party contesting the designation or restriction on access shall provide to the producing Party written notice of its disagreement and specifically identify the information or restriction on access in dispute. If, despite good faith effort, the dispute cannot be resolved informally by the Parties within ten (10) calendar days of the producing Party's receipt of the written notice, the Party contesting the designation or restriction on access may seek a determination from the Court with respect to the propriety of the designation. The producing Party shall then have five (5) calendar days from the filing of a motion contesting the designation or restriction on access to file an opposition to such motion, following which the contesting Party shall be afforded three (3) calendar days to file a reply memorandum. It is the burden of the Party challenging the designation of Discovery Material as CONFIDENTIAL, or disputing the limitations on access to be accorded such information, to demonstrate that the designation or limitation is inappropriate. The CONFIDENTIAL status of the challenged Discovery Material shall be maintained until the Court shall rule on the motion.

11. **Inadvertent Disclosure of CONFIDENTIAL Discovery Material.** If CONFIDENTIAL Discovery Material is disclosed to any person other than in the manner authorized herein, the Party responsible for the disclosure must immediately bring all pertinent facts relating to such disclosure to the attention of the producing Party and the Court, without prejudice to other rights and remedies of the producing Party, and shall make every effort to prevent further disclosure by it or by the person who was the recipient of such Discovery Material.

12. **Failure to Designate CONFIDENTIAL Discovery Material.** A producing Party's failure to designate any CONFIDENTIAL Discovery Material or the misdesignation of any CONFIDENTIAL Discovery Material does not waive the confidentiality otherwise attaching to such CONFIDENTIAL Discovery Material. If, at any point, a producing Party realizes that previously produced Discovery Material should be designated as CONFIDENTIAL, the producing Party may so designate the Discovery Material as CONFIDENTIAL by apprising the other Party in writing of the designation, and such designated Discovery Material will thereafter be treated as CONFIDENTIAL under the terms of this Stipulated Protective Order.

13. **Subpoena of CONFIDENTIAL Discovery Material.** If either of the Parties receives a subpoena or other lawful process (referred to in this paragraph as a "Subpoena") requesting or directing that Party to produce to a non-party to this Stipulated Protective Order (including, without limitation, a governmental agency) any CONFIDENTIAL Discovery Material, the Party receiving the Subpoena shall immediately give notice to the other producing Party of the fact of the Subpoena and a summary of the documents requested in the Subpoena so as to enable the producing Party to attempt to intervene or otherwise object to the production of the CONFIDENTIAL Discovery Material.

14. **Third-Party Production of CONFIDENTIAL Discovery Material.** If a non-party to this Stipulated Protective Order produces Discovery Material pursuant to a request from a Party in these Attachment Proceedings that contains CONFIDENTIAL Discovery Material of a Party, that Party may designate that Discovery Material as CONFIDENTIAL pursuant to this Stipulated Protective Order.

15. **Jurisdiction.** Each individual who receives any CONFIDENTIAL Discovery Material hereby agrees to subject himself/herself to the jurisdiction of this Court for the purpose

of any proceedings relating to the performance under, compliance with or violation of this Stipulated Protective Order.

16. **Termination of these Attachment Proceedings.** Within thirty (30) days of the termination of these Attachment Proceedings, all CONFIDENTIAL Discovery Material and all copies thereof, shall be, at the option of the Party in possession of such Discovery Material: (a) returned to the Party which produced it, or (b) destroyed.

17. **No Admissions or Waiver.** Nothing contained in this Stipulated Protective Order or any designation of confidentiality hereunder, or any failure to make such designation, shall be used or characterized by any Party as an admission by a Party. Nothing in this Stipulated Protective Order shall be deemed an admission that any particular information designated as CONFIDENTIAL is entitled to protection under the Order, Fed. R. Civ. P. 26(c), or any other law. Nothing in this Order shall be construed as granting any person or entity a right to receive specific CONFIDENTIAL information where a court has entered an order precluding that person or entity from obtaining access to that information. The Parties specifically reserve the right to challenge the designation of any particular information as CONFIDENTIAL and agree that no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to introduction or use as evidence of any of the disclosure or Discovery Material covered by this Stipulated Protective Order. Furthermore, the Parties specifically reserve the right to apply to the Court for a further protective order or *in camera* inspection relating to any protected information or Discovery Material, and the right to seek a modification of this Stipulated Protective Order.

18. **Discovery Prior to Entry of this Stipulated Protective Order.** In order to expedite these Attachment Proceedings, the Parties expect that Discovery Material will be produced and/or exchanged by the Parties prior to the Court's entry of this Stipulated Protective Order. All productions and/or exchanges of Discovery Material prior to entry of this Stipulated Protective Order shall be treated in accordance with this Stipulated Protective Order, and the terms of this Stipulated Protective Order shall remain binding upon the Parties until the Court enters this Stipulated Protective Order, or enters some other protective order relating to the production of Discovery Material in these Attachment Proceedings.

WHEREFORE, the Parties, by counsel, request that this Court enter this Stipulated Protective Order, as set forth below.

Dated: September 16, 2014

Respectfully submitted,

/s/ Noel J. Francisco

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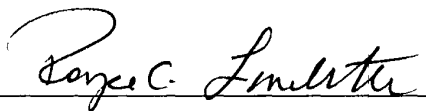
Counsel for PLAINTIFFS

ORDER

Upon consideration of nonparty ICANN and Plaintiffs' [Proposed] Stipulated Protective Order, it is hereby **ORDERED** that the [Proposed] Stipulated Protective Order is **GRANTED** and **ENTERED**.

IT IS SO ORDERED.

Dated: 9/18/14



United States District Judge