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 9 AMERICA *ex rel.* DAVID JI

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 UNITED STATES OF AMERICA *ex rel.*
 13 DAVID JI, an individual,

14 Plaintiff,

15 v.

16 PACIFIC CHEMICAL
 17 INTERNATIONAL, INC., et al.,

18 Defendants.

19) **Case No.: 2:14-cv-07203 MWF PJW**

20) **STIPULATED PROTECTIVE ORDER**

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STIPULATED PROTECTIVE ORDER

1 Plaintiff United States of America ex rel David Ji (“Relator”) and defendants
2 Chentao Hang (“Hang”) and IMP International, Inc. dba Unichem Enterprises (“Unichem”)
3 (collectively, “Defendants”) hereby stipulate to the following Protective Order, subject to
4 entry by Order of the Court:

5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential, proprietary,
7 or private information for which special protection from public disclosure and from use for
8 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
9 parties hereby stipulate to and petition the Court to enter the following Stipulated
10 Protective Order. The parties acknowledge that this Order does not confer blanket
11 protections on all disclosures or responses to discovery and that the protection it affords
12 from public disclosure and use extends only to the limited information or items that are
13 entitled to confidential treatment under the applicable legal principles. The parties further
14 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
15 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
16 the procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18 B. GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets, customer and pricing lists and other
20 valuable commercial, financial, technical and/or proprietary information for which special
21 protection from public disclosure and from use for any purpose other than prosecution of
22 this action is warranted. Such confidential and proprietary materials and information
23 consist of, among other things, customer lists, pricing information, confidential business
24 and financial information, information regarding confidential business practices, or other
25 confidential research, development, or commercial information (including information
26 implicating privacy rights of third parties), information otherwise generally unavailable to
27 the public, or which may be privileged or otherwise protected from disclosure under state
28 or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite

1 the flow of information, to facilitate the prompt resolution of disputes over confidentiality
2 of discovery materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their handling at the end of
5 the litigation, and serve the ends of justice, a protective order for such information is
6 justified in this matter. It is the intent of the parties that information will not be designated
7 as confidential for tactical reasons and that nothing be so designated without a good faith
8 belief that it has been maintained in a confidential, non-public manner, and there is good
9 cause why it should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: The above captioned pending federal action entitled *United States ex*
12 *rel. David Ji. v. Pacific Chemical International, Inc., et al.*, United States District Court,
13 Central District, Case No. CV-14-7203 MWF (PJWx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
17 is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
21 information (regardless of how it is generated, stored or maintained) or tangible things that
22 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above
23 in the Good Cause Statement, and which the Designating Party further in good faith
24 believes to be so highly sensitive that disclosure to persons other than limited and specified
25 individuals could cause undue risk of substantial and immediate injury to the business or
26 other related interests of the Designating Party. The use of such a designation shall be a
27 certification to the court by the Designating Party that such information is believed to be
28

1 highly sensitive Confidential Information and subject to this more restrictive classification
2 within the meaning of this Order.

3 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or items
6 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 2.7 Disclosure or Discovery Material: all items or information, regardless of the
8 medium or manner in which it is generated, stored, or maintained (including, among other
9 things, testimony, transcripts, and tangible things), that are produced or generated in
10 disclosures or responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
13 expert witness or as a consultant in this Action.

14 2.9 House Counsel: attorneys who are employees of a party to this Action. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association, or other
17 legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
19 Action but are retained to represent or advise a party to this Action and have appeared in
20 this Action on behalf of that party or are affiliated with a law firm which has appeared on
21 behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their support
24 staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,

1 and organizing, storing, or retrieving data in any form or medium) and their employees and
2 subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
6 a Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected
9 Material (as defined above), but also (1) any information copied or extracted from
10 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
11 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
12 that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the trial
14 judge. This Order does not govern the use of Protected Material at trial.

15 4. DURATION

16 Even after final disposition of this litigation, the confidentiality obligations imposed
17 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or
18 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
19 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
20 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
21 trials, or reviews of this Action, including the time limits for filing any motions or
22 applications for extension of time pursuant to applicable law.

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
25 Party or Non-Party that designates information or items for protection under this Order
26 must take care to limit any such designation to specific material that qualifies under the
27 appropriate standards. The Designating Party must designate for protection only those parts
28 of material, documents, items, or oral or written communications that qualify so that other

1 portions of the material, documents, items, or communications for which protection is not
2 warranted are not swept unjustifiably within the ambit of this Order.

3 Mass and indiscriminate designations are prohibited. Designations that are shown to
4 be clearly unjustified or that have been made for an improper purpose (e.g., to
5 unnecessarily encumber the case development process or to impose unnecessary expenses
6 and burdens on other parties) may expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
12 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
13 must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the
17 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "CONFIDENTIAL
18 – ATTORNEYS' EYES ONLY" (hereinafter, the "CONFIDENTIAL legend"), to each
19 page that contains protected material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection need
23 not designate them for protection until after the inspecting Party has indicated which
24 documents it would like copied and produced. During the inspection and before the
25 designation, all of the material made available for inspection shall be deemed
26 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
27 copied and produced, the Producing Party must determine which documents, or portions
28 thereof, qualify for protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
2 that contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify the
6 Disclosure or Discovery Material on the record, before the close of the deposition all
7 protected testimony.

8 (c) for information produced in some form other than documentary and for any
9 other tangible items, that the Producing Party affix in a prominent place on the exterior of
10 the container or containers in which the information is stored the “CONFIDENTIAL
11 legend.” If only a portion or portions of the information warrants protection, the Producing
12 Party, to the extent practicable, shall identify the protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
14 designate qualified information or items does not, standing alone, waive the Designating
15 Party’s right to secure protection under this Order for such material. Upon timely correction
16 of a designation, the Receiving Party must make reasonable efforts to assure that the
17 material is treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
20 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
22 process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
25 harass or impose unnecessary expenses and burdens on other parties) may expose the
26 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
27 confidentiality designation, all parties shall continue to afford the material in question the
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1 level of protection to which it is entitled under the Producing Party’s designation until the
2 Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this Action
6 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
7 may be disclosed only to the categories of persons and under the conditions described in
8 this Order. When the Action has been terminated, a Receiving Party must comply with the
9 provisions of Section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location
11 and in a secure manner that ensures that access is limited to the persons authorized under
12 this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
15 may disclose any information or item designated “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to
18 disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
22 reasonably necessary for this Action and who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
27 whom disclosure is reasonably necessary for this Action and who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a custodian
2 or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
4 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
5 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to
6 keep any confidential information unless they sign the “Acknowledgment and Agreement
7 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by
8 the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
9 Protected Material may be separately bound by the court reporter and may not be disclosed
10 to anyone except as permitted under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting personnel, mutually
12 agreed upon by any of the parties engaged in settlement discussions.

13 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
15 Designating Party, a Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party who are not
21 employees of the Receiving Party, and to whom disclosure is reasonably necessary for this
22 Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
23 A);

24 (c) the court and its personnel pursuant to the procedures set forth in Paragraph
25 12.3 below;

26 (d) professional jury or trial consultants, mock jurors, and Professional Vendors to
27 whom disclosure is reasonably necessary for this Action and who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (e) the author or recipient of a document containing the information or a custodian
2 or other person who otherwise possessed or knew the information;

3 (f) during their depositions, witnesses, and attorneys for witnesses, in the Action
4 to whom disclosure is reasonably necessary and whom counsel legitimately believes may,
5 might or could have knowledge of the document designated “CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY,” provided: (1) the deposing party requests that the witness
7 sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any
8 confidential information unless they sign the “Acknowledgment and Agreement to Be
9 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
10 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
11 Protected Material may be separately bound by the court reporter and may not be disclosed
12 to anyone except as permitted under this Stipulated Protective Order; and

13 (g) any mediator or settlement officer, and their supporting personnel, mutually
14 agreed upon by any of the parties engaged in settlement discussions.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation that
18 compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party
20 must:

21 (a) promptly notify in writing the Designating Party. Such notification shall
22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to issue
24 in the other litigation that some or all of the material covered by the subpoena or order is
25 subject to this Protective Order. Such notification shall include a copy of this Stipulated
26 Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued by
28 the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the
2 subpoena or court order shall not produce any information designated in this action as
3 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
4 determination by the court from which the subpoena or order issued, unless the Party has
5 obtained the Designating Party’s permission. The Designating Party shall bear the burden
6 and expense of seeking protection in that court of its confidential material and nothing in
7 these provisions should be construed as authorizing or encouraging a Receiving Party in
8 this Action to disobey a lawful directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
10 THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a Non-Party
12 in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection
14 with this litigation is protected by the remedies and relief provided by this Order. Nothing
15 in these provisions should be construed as prohibiting a Non-Party from seeking additional
16 protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce a
18 Non-Party’s confidential information in its possession, and the Party is subject to an
19 agreement with the Non-Party not to produce the Non-Party’s confidential information,
20 then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party that some
22 or all of the information requested is subject to a confidentiality agreement with a Non-
23 Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
25 in this Action, the relevant discovery request(s), and a reasonably specific description of
26 the information requested; and

27 (3) make the information requested available for inspection by the Non-Party, if
28 requested.

1 (c) If the Non-Party fails to seek a protective order from this court within 14 days
2 of receiving the notice and accompanying information, the Receiving Party may produce
3 the Non-Party's confidential information responsive to the discovery request. If the Non-
4 Party timely seeks a protective order, the Receiving Party shall not produce any
5 information in its possession or control that is subject to the confidentiality agreement with
6 the Non-Party before a determination by the court. Absent a court order to the contrary, the
7 Non-Party shall bear the burden and expense of seeking protection in this court of its
8 Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
13 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
14 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
15 unauthorized disclosures were made of all the terms of this Order, and (d) request such
16 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
17 attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain inadvertently
21 produced material is subject to a claim of privilege or other protection, the obligations of
22 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
23 This provision is not intended to modify whatever procedure may be established in an e-
24 discovery order that provides for production without prior privilege review. Pursuant to
25 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
26 effect of disclosure of a communication or information covered by the attorney-client
27 privilege or work product protection, the parties may incorporate their agreement in the
28 stipulated protective order submitted to the court.

1 12. MISCELLANEOUS

2 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person
3 to seek its modification by the Court in the future.

4 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective
5 Order no Party waives any right it otherwise would have to object to disclosing or
6 producing any information or item on any ground not addressed in this Stipulated
7 Protective Order. Similarly, no Party waives any right to object on any ground to use in
8 evidence of any of the material covered by this Protective Order.

9 12.3. Filing Protected Material. A Party that seeks to file under seal any Protected
10 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
11 under seal pursuant to a court order authorizing the sealing of the specific Protected
12 Material at issue. If a Party's request to file Protected Material under seal is denied by the
13 court, then the Receiving Party may file the information in the public record unless
14 otherwise instructed by the court. However, prior to filing under seal, the parties shall meet
15 and confer in good faith to determine whether the Protected Material may be redacted so
16 that the redacted version may be filed.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in Section 4, within 60 days of a
19 written request by the Designating Party, each Receiving Party must return all Protected
20 Material to the Producing Party or destroy such material. As used in this subdivision, "all
21 Protected Material" includes all copies, abstracts, compilations, summaries, and any other
22 format reproducing or capturing any of the Protected Material. Whether the Protected
23 Material is returned or destroyed, the Receiving Party must submit a written certification to
24 the Producing Party (and, if not the same person or entity, to the Designating Party) by the
25 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
26 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
27 retained any copies, abstracts, compilations, summaries or any other format reproducing or
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel are

1 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
2 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or constitute
5 Protected Material remain subject to this Protective Order as set forth in Section 4
6 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate measures
8 including, without limitation, contempt proceedings and/or monetary sanctions.
9

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Dated: February 3, 2017

LAW OFFICES OF MICHAEL S.
MAGNUSON

12
13 By: /s/Michael S. Magnuson
14 MICHAEL S. MAGNUSON,
15 Attorney for Plaintiff, DAVID JI

16 Dated: February 3, 2017

MURPHY ROSEN LLP

17 By: /s/Paul D. Murphy
18 PAUL D. MURPHY, Attorney for
19 Defendant, CHENTAO HANG

20 Dated: February 3, 2017

LIANG LY LLP

21 By: /s/Jason L. Liang
22 JASON L. LIANG, Attorney for Defendant,
23 IMP INTERNATIONAL, INC.

24 IT IS SO ORDERED.

25 Dated: February 9, 2017

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27 _____
U.S. Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____, hereby acknowledge that any information
4 provided to me is subject to the terms and conditions of the Protective Order in Case No.
5 CV-14-7203 MWF (PJWx) pending in the United States District Court for the Central
6 District of California.

7 Having been given a copy of the Protective Order, and having read and understood
8 its contents, I hereby expressly agree to be bound by and comply with the terms and
9 provisions thereof. I further agree that I will not disclose documents or information
10 designated CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY except
11 as specifically permitted by the terms of the Protective Order, and that I will use the
12 documents or information solely for purposes of this litigation in accordance with the
13 Protective Order. I hereby consent to the jurisdiction of the United States District Court for
14 the Central District of California for purposes of enforcing the aforesaid Protective Order.

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16 Dated: _____

By: _____

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19 _____
20 Printed Name
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8 *Attorney for Plaintiff*, UNITED STATES OF
9 AMERICA *ex rel.* DAVID JI

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 UNITED STATES OF AMERICA *ex rel.*
13 DAVID JI, an individual,
14 Plaintiff,
15 v.
16 PACIFIC CHEMICAL
17 INTERNATIONAL, INC., et al.,
18 Defendants.

19) **Case No.: 2:14-cv-07203 MWF PJW**
20) **[PROPOSED] ORDER ENTERING**
21) **STIPULATED PROTECTIVE ORDER**

1 The Court has read and considered the Stipulated Protective Order filed on February
2 6, 2017, by plaintiff United States of America ex rel David Ji (“Relator”) and defendants
3 Chentao Hang (“Hang”) and IMP International, Inc. dba Unichem Enterprises (“Unichem”)
4 (collectively, “Defendants”). For the reasons stated in the Stipulated Protective Order and
5 for good cause shown, the Court hereby APPROVES the Stipulated Protective Order.

6 IT IS SO ORDERED.

7
8 Dated: _____, 2017

9 Hon. Patrick J. Walsh
10 United States District Court
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