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 Flying Medical USA LLC, and Thomas Soon Chiah

14 UNITED STATES DISTRICT COURT
 15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 UL LLC,
 18 Plaintiff,
 19 v.

20 Gangsong Group Corp., a California
 21 corporation; Flying Medical USA LLC, a
 22 California company; Logistic Public
 Warehouse, a California company; Thomas
 23 Soon Chiah, an individual; Shenzhen Kebe
 24 Technology Co. Ltd., a foreign company;
 25 Jing Hua Zhou, an individual; Shenzhen
 Leidisi Electronics Technology Co., Ltd., a
 26 foreign company; TRC International Corp.,
 a California corporation; Sum Fortune
 27 International Group, a California
 28 corporation; Defang USA, LLC, a
 California company; Sun Defang, an

Case No.: 2:17-cv-08166-DSF-Ex
~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER
 (DISCOVERY MATTER)

[PROPOSED] STIPULATED PROTECTIVE ORDER

1 individual; ManSeeManWant LLC, an
2 Illinois company; James Ellenberg, an
3 individual; and John Does 1-10,
4 individuals,

5 Defendants.

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1 1. PRELIMINARY STATEMENT

2 A. Purposes and Limitations

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

19 B. Good Cause Statement

20 This action is likely to involve proprietary, confidential, or private information for
21 which special protection from public disclosure and from use for any other purpose
22 other than prosecuting this litigation may be warranted. Such confidential and
23 proprietary materials and information consist of, among other things, confidential
24 business or financial information, trade secrets, information regarding confidential
25 business practices, or other confidential research, development, or commercial
26 information, information otherwise generally unavailable to the public, or which may
27 be privileged or otherwise protected from disclosure under state or federal statutes,
28 court rules, case decisions, or common law. Accordingly, to expedite the flow of

1 information, to facilitate the prompt resolution of disputes over confidentiality of
2 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
5 end of the litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that information will
7 not be designated as confidential for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of this
10 case.

11 2. DEFINITIONS

12 2.1 Action: This action—UL LLC v. Gangsong Group Corp. et al, Central
13 District of California Case 2:17-cv-08166-DSF-E —and any actions that are
14 consolidated with this action after entry of this order.

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

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

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or items
24 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
25 “UNRELATED.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of the
27 medium or manner in which it is generated, stored, or maintained (including, among
28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
10 this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is designated
23 as "CONFIDENTIAL" or "UNRELATED."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 2.16 "UNRELATED MATERIAL": all items or information, information, files,
27 records, emails, texts, banking records, financial transactions, or other data legitimately
28 unrelated and/or not relevant to any party's claims or defenses or this action, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things).

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only Protected
5 Material (as defined above), but also (1) any information copied or extracted from
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; (3) any testimony, conversations, or presentations by Parties or their Counsel
8 that might reveal Protected Material; (4) portions of deposition or other transcripts and
9 exhibits thereto that contain, summarize, or reflect the content of any such Protected
10 Material; (5) portions of briefs, memoranda, or any other writings filed with the Court
11 and exhibits thereto that contain, summarize, or reflect the content of any such Protected
12 Material; and (6) written discovery responses and answers that contain, summarize, or
13 reflect the content of any such Protected Material. This material shall be used only for
14 the purposes of this Action and any related appellate proceeding, and not for any other
15 business, competitive, personal, private, public, or other purpose whatsoever. However,
16 the protections conferred by this Stipulation and Order do not cover the following
17 information: (a) any information that is in the public domain at the time of disclosure to
18 a Receiving Party or that becomes part of the public domain after its disclosure to a
19 Receiving Party as a result of publication not involving a violation of this Order,
20 including becoming part of the public record through trial or otherwise; and (b) any
21 information known to the Receiving Party prior to the disclosure or obtained by the
22 Receiving Party after the disclosure from a source who obtained the information
23 lawfully and under no obligation of confidentiality to the Designating Party.

24 Any use of Protected Material at trial shall be governed by the orders of the trial
25 judge or by separate agreement. This Order does not govern the use of Protected
26 Material at trial.

27 **4. DURATION**

28 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
2 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
3 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
4 and (2) final judgment herein after the completion and exhaustion of all appeals,
5 rehearings, remands, trials, or reviews of this action, including the time limits for filing
6 any motions or applications for extension of time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each
9 Party or Non-Party that designates information or items for protection under this Order
10 must take care to limit any such designation to specific material that qualifies under the
11 appropriate standards. To the extent practicable, the Designating Party must designate
12 for protection only those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material, documents, items, or
14 communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

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

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

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
26 ordered, Disclosure or Discovery Material that qualifies for protection as
27 "CONFIDENTIAL" Information or Items under this Order must be clearly so
28 designated before the material is disclosed or produced. Designations of Protected

1 Material made prior to the entry of the Court's approval of this Order shall be effective
2 prospectively and made pursuant to such Order.

3 Designation as "CONFIDENTIAL" in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
6 Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page or
7 portions of pages that contains confidential Protected Material.

8 A Party or Non-Party that makes original documents available for inspection need
9 not designate them for protection until after the inspecting Party has indicated which
10 documents it would like copied and produced. During the inspection and before the
11 designation, all of the material made available for inspection shall be deemed
12 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
13 copied and produced, the Producing Party must determine which documents, or
14 portions thereof, qualify for protection under this Order. Then, before producing the
15 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to
16 each page that contains confidential Protected Material.

17 (b) for testimony given in deposition, that the Designating Party identify all
18 protected testimony on the record, before the close of the deposition. If a designation is
19 made, the CONFIDENTIAL portions and exhibits, if filed with the Court, shall be
20 subject to the filing requirements set forth in Paragraph 12.3 below. If any depositions
21 are videotaped or digitally recorded, those portions of the videotape or recording
22 corresponding to portions of the deposition transcript designated as CONFIDENTIAL
23 shall be afforded the same status.

24 (c) for testimony given in other pretrial proceedings, that the Designating Party
25 identify on the record, before the close of the hearing or other proceeding, all protected
26 testimony.

27 (d) for information produced in some form other than documentary and for any
28 other tangible items, that the Producing Party affix in a prominent place on the exterior

1 of the container or containers in which the information is stored the legend
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
3 protection, the Producing Party, to the extent practicable, shall identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
6 to designate qualified information or items does not, standing alone, waive the
7 Designating Party’s right to secure protection under this Order for such material. Upon
8 timely correction of a designation, the Receiving Party must make reasonable efforts to
9 assure that the material is treated in accordance with the provisions of this Order. The
10 Designating Party shall provide substitute copies of the qualified information or items
11 bearing the corrected designation. The Receiving Party shall return or certify the
12 destruction of the undesignated Protected Material.

13 5.4 Manner of “UNRELATED” Designations and Access to “UNRELATED
14 MATERIAL.” During the course of the discovery in this matter, the parties may
15 intentionally or inadvertently collect, gain access to, view, or otherwise receive
16 “UNRELATED MATERIAL.” The following procedures shall govern the handling of
17 “UNRELATED MATERIAL”:

18 (a) “UNRELATED MATERIAL” may be comprised of all, some, or partial
19 data, electronic/digital records, hard-copy paper records, native files, or portions thereof.

20 (b) In designating “UNRELATED MATERIAL,” the Designating Party shall
21 provide sufficient descriptiveness as to the nature of the reasons or grounds on which the
22 content is “UNRELATED MATERIAL,” so as to permit the Receiving Party and Court
23 to evaluate the propriety of such designation. In doing so, the Designating Party shall
24 provide a log for all “UNRELATED MATERIAL” designations, with reference to the
25 specific document(s) or electronic record(s) that is/are the subject of the designation.

26 (c) Once material is designated “UNRELATED MATERIAL,” whether
27 originating from a disclosing party or a vendor/third party in possession thereof, said
28 “UNRELATED MATERIAL” may nonetheless, in unredacted form, be produced to the

1 Receiving Party's Outside Counsel of Record in this Action, as well as employees of said
2 Outside Counsel of Record to whom it is reasonably necessary to disclose the
3 information for this Action, subject to and without waiving such designation or the
4 protections afforded by such UNRELATED MATERIAL designation herein. No such
5 disclosures shall abrogate or cause the waiver of the protections afforded to
6 "UNRELATED MATERIAL" provided by this Order. Other than as specified herein, no
7 content designated as "UNRELATED MATERIAL" may be cited, reproduced, made
8 public, attached to a court filing, as an exhibit or otherwise, used in any type of
9 evidentiary or other proceeding (including a deposition) or used for any purpose, nor may
10 it be disclosed to, viewed by, reproduced to, shared with, or accessed by any person other
11 the Receiving Party's Outside Counsel of Record in this Action, as well as employees of
12 said Outside Counsel of Record to whom it is reasonably necessary to disclose the
13 information for this Action, without the Designating Party's agreement, withdrawal of
14 the designation, or a Court determination that the "UNRELATED MATERIAL"
15 designation as to such content is inappropriate.

16 (d) Designations as "UNRELATED" and/or "CONFIDENTIAL" shall not be
17 mutually exclusive, and may be made in the alternative.

18 (e) In challenging "UNRELATED MATERIAL" designations, the parties shall
19 follow the procedures in Section 6 below.

20 6. CHALLENGING CONFIDENTIALITY/UNRELATED MATERIAL
21 DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
23 of confidentiality or "UNRELATED MATERIAL" at any time that is consistent with
24 the Court's Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Unless the Designating Party has waived or withdrawn the

1 designation, all parties shall continue to afford the material in question the level of
2 protection to which it is entitled under the Producing Party's designation until the Court
3 rules on the challenge.

4 6.4 A party's consent and/or stipulation to material being designated as Confidential
5 or Unrelated Material not prejudice that Party's right to object to such designation and/or
6 shall not constitute an admission that such Material was properly designated.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

14 Confidential Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons
16 authorized under this Order.

17 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
19 may disclose any information or item designated "CONFIDENTIAL" only to:

- 20 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to
22 disclose the information for this Action;
- 23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 25 (c) Experts (as defined in this Order) of the Receiving Party: (i) to whom
26 disclosure is reasonably necessary for this Action; and (ii) who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 28 (d) the court and its personnel;

1 (e) court reporters and their staff;

2 (f) professional jury or trial consultants, mock jurors, and Professional
3 Vendors to whom disclosure is reasonably necessary for this Action and who have
4 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

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

18 (j) any named party in the Action who has signed the "Acknowledgment and
19 Agreement to be Bound" (Exhibit A)

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation that
23 compels disclosure of any information or items designated in this Action as
24 "CONFIDENTIAL," that Party must:

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

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

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

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

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

15 (a) The terms of this Order are applicable to information produced by a Non-
16 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
17 by Non-Parties in connection with this litigation is protected by the remedies and relief
18 provided by this Order. Nothing in these provisions should be construed as prohibiting a
19 Non-Party from seeking additional protections.

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

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality agreement
26 with a Non-Party;
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1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

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

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

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection, the
27 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
28 26(b)(5)(B). This provision is not intended to modify whatever procedure may be

1 established in an e-discovery order adopted by the parties/the Court under Federal Rule
2 of Evidence 502(d).

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

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

11 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
12 Material designated as "CONFIDENTIAL" must comply with Civil Local Rule 79-5.
13 Such Protected Material may only be filed under seal pursuant to a court order
14 authorizing the sealing of the specific Protected Material at issue. If a Party's request to
15 file such Protected Material under seal is denied by the court, then the Receiving Party
16 may file the information in the public record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60 days
19 of a written request by the Designating Party, each Receiving Party must return all
20 Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected Material.
23 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
24 a written confirmation to the Producing Party that affirms that the Receiving Party has
25 not retained any copies, abstracts, compilations, summaries or any other format
26 reproducing or capturing any of the Protected Material. Notwithstanding this provision,
27 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
28 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and

1 trial exhibits, expert reports, attorney work product, and consultant and expert work
2 product, even if such materials contain Protected Material. Any such archival copies that
3 contain or constitute Protected Material remain subject to this Protective Order as set
4 forth in Section 4 (DURATION).

5 14. VIOLATION

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

9 IT IS SO STIPULATED.
10

11 DATED: November 29, 2017

Respectfully submitted,
GREENBERG TRAURIG, LLP

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13
14 By: /s/ Matthew R. Gershman
Attorneys for Plaintiff UL LLC

15
16 DATED: November 29, 2017

Respectfully submitted,
AXIS LEGAL COUNSEL

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18
19 By: /s/ Rabeh M. A. Soofi
20 Attorneys for Defendants Gangsong Group Corp.
21 a/k/a Logistics Public Warehouse, Flying Medical
22 USA LLC, and Thomas Soon Chiah

23 Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Rabeh M. A.
24 Soofi, on whose behalf this filing is jointly submitted, has concurred in this filing's
25 content and has authorized me to file this document.

26 By: /s/ Matthew R. Gershman
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IT IS SO ORDERED.

Dated: Nov. 29, 2017



Hon. Charles F. Eick
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of UL LLC v. Gangsong Group Corp. et al, Central District of California Case 2:17-cv-08166-DSF-E, I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____