

1 Kevin D. Hughes (Bar No. 188749)  
2 FOUNDATION LAW GROUP LLP  
3 1999 Avenue of the Stars, Suite 1100  
4 Los Angeles, CA 90067  
5 Tel: 424.253.1266  
6 Email: [kevin@foundationlaw.com](mailto:kevin@foundationlaw.com)

7 Amiad Kushner (*pro hac vice*)  
8 Jake Nachmani (*pro hac vice*)  
9 SEIDEN LAW GROUP LLP  
10 469 Seventh Avenue 5<sup>th</sup> Fl.  
11 New York, NY 10018  
12 Tel: 646.766.1914  
13 Email: [akushner@seidenlawgroup.com](mailto:akushner@seidenlawgroup.com)  
14 [jnachmani@seidenlawgroup.com](mailto:jnachmani@seidenlawgroup.com)

15 Attorneys for Plaintiff/Counter-Defendant Hong Liu

16 LAUREN E. GROCHOW, Bar No. 293601  
17 [lauren.grochow@troutman.com](mailto:lauren.grochow@troutman.com)  
18 TROUTMAN PEPPER HAMILTON SANDERS LLP  
19 5 Park Plaza, Suite 1400  
20 Irvine, CA 92614-2545  
21 Telephone: 949.622.2700

22 Attorneys for Defendants SMART KING LTD., JIAWEI  
23 WANG, and CHAOYING DENG and Defendant and  
24 Counterclaimant FARADAY&FUTURE INC.  
25 (*signature block continued on next page*)

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

HONG LIU,

Plaintiff,

v.

FARADAY&FUTURE INC., SMART  
KING LTD., JIAWEI WANG, and  
CHAOYING DENG.

Defendants.

CASE NO. 2:20-cv-08035-SVW-JPR

Honorable Stephen V. Wilson

(Discovery Matters Referred to Honorable  
Jean P. Rosenbluth)

**ORDER GRANTING STIPULATED  
PROTECTIVE ORDER**

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FARADAY&FUTURE INC.,  
Counterclaimant,  
v.  
HONG LIU,  
Counter-Defendant.

1 DANIEL N. ANZISKA, *Pro Hac Vice*  
2 daniel.anziska@troutman.com  
3 TROUTMAN PEPPER HAMILTON SANDERS LLP  
4 875 Third Avenue  
5 New York, NY 10022  
6 Telephone: 212.704.6000  
7 Facsimile: 212.704.6288

8 MACKENZIE L. WILLOW-JOHNSON, *Pro Hac Vice*  
9 mackenzie.willow-johnson@troutman.com  
10 TROUTMAN PEPPER HAMILTON SANDERS LLP  
11 305 Church at North Hills Street, Suite 1200  
12 Raleigh, NC 27609  
13 Telephone: 919.740.9949

14 Attorneys for Defendants SMART KING LTD., JIAWEI  
15 WANG, and CHAOYING DENG and Defendant and  
16 Counterclaimant FARADAY&FUTURE INC.  
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1           Plaintiff Hong Liu and Defendants Faraday & Future Inc., Smart King Ltd.,  
2 Jiawei Wang and Chaoying Deng filed a Stipulated Protective Order. Having  
3 considered the Stipulation, and good cause appearing, IT IS HEREBY ORDERED  
4 that:

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6       1.     INTRODUCTION

7           1.1    PURPOSES AND LIMITATIONS

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

21           1.2    GOOD CAUSE STATEMENT

22           The parties enter into this Order for good cause. The subject matter of this  
23 case may involve confidential employment agreements, confidential financial  
24 records, and private corporate transactions. The Parties anticipate that discovery  
25 may involve the production of confidential financial records, corporate documents,  
26 and private medical records, the public disclosure of which could harm the Parties.

27       2.     DEFINITIONS  
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1           2.1    Action: This action, case number 2:20-cv-08035, pending in the United  
2 States District Court for the Central District of California.

3           2.2    Challenging Party: a Party or Nonparty that challenges the designation  
4 of information or items under this Order.

5           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored, or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the  
8 Good Cause Statement.

9           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11          2.5    Designating Party: a Party or Nonparty that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14          2.6    Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced or  
17 generated in disclosures or responses to discovery in this matter.

18          2.7    Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this action.

21          2.8    House Counsel: attorneys who are employees of a Party to this Action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24          2.9    Nonparty: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26          2.10 Outside Counsel of Record: attorneys who are not employees of a  
27 Party to this Action but are retained to represent or advise a Party and have appeared  
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1 in this Action on behalf of that Party or are affiliated with a law firm that has  
2 appeared on behalf of that Party, including support staff.

3 2.11 Party: any Party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Nonparty that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (for example, photocopying, videotaping, translating, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or  
11 medium) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above) but also any information copied or extracted  
19 from Protected Material; all copies, excerpts, summaries, or compilations of  
20 Protected Material; and any testimony, conversations, or presentations by Parties or  
21 their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial will be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order will remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition is the later  
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1 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,  
2 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,  
3 remands, trials, or reviews of this Action, including the time limits for filing any  
4 motions or applications for extension of time under applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Each Party or Nonparty that designates information or items for  
7 protection under this Order must take care to limit any such designation to specific  
8 material that qualifies under the appropriate standards. The Designating Party must  
9 designate for protection only those parts of material, documents, items, or oral or  
10 written communications that qualify so that other portions of the material,  
11 documents, items, or communications for which protection is not warranted are not  
12 swept unjustifiably within the ambit of this Order.

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

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

22 5.2 Except as otherwise provided in this Order, Disclosure or Discovery  
23 Material that qualifies for protection under this Order must be clearly so designated  
24 before the material is disclosed or produced.

25 Designation in conformity with this Order requires the following:

26 (a) for information in documentary form (for example, paper or electronic  
27 documents but excluding transcripts of depositions or other pretrial or trial  
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1 proceedings), the Producing Party must affix at a minimum the legend  
2 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion  
3 or portions of the material on a page qualify for protection, the Producing Party  
4 must clearly identify the protected portion(s) (for example, by making appropriate  
5 markings in the margins).

6 A Party or Nonparty that makes original documents available for  
7 inspection need not designate them for protection until after the inspecting Party has  
8 indicated which documents it would like copied and produced. During the  
9 inspection and before the designation, all material made available for inspection  
10 must be treated as “CONFIDENTIAL.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine which  
12 documents, or portions thereof, qualify for protection under this Order. Then,  
13 before producing the specified documents, the Producing Party must affix the  
14 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a  
15 portion or portions of the material on a page qualify for protection, the Producing  
16 Party also must clearly identify the protected portion(s) (for example, by making  
17 appropriate markings in the margins).

18 (b) for testimony given in depositions, the Designating Party must identify  
19 the Disclosure or Discovery Material that is protected on the record, before the close  
20 of the deposition.

21 (c) for information produced in some form other than documentary and for  
22 any other tangible items, the Producing Party must affix in a prominent place on the  
23 exterior of the container or containers in which the information is stored the legend  
24 “CONFIDENTIAL.” If only a portion or portions of the information warrant  
25 protection, the Producing Party, to the extent practicable, must identify the protected  
26 portion(s).

27 5.3 If timely corrected, an inadvertent failure to designate qualified information  
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1 or items does not, standing alone, waive the Designating Party’s right to secure  
2 protection under this Order for that material. On timely correction of a designation,  
3 the Receiving Party must make reasonable efforts to assure that the material is  
4 treated in accordance with the provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Any Party or Nonparty may challenge a designation of confidentiality  
7 at any time consistent with the Court’s scheduling order.

8 6.2 The Challenging Party must initiate the dispute-resolution process (and,  
9 if necessary, file a discovery motion) under Local Rule 37.

10 6.3 The burden of persuasion in any such proceeding is on the Designating  
11 Party. Frivolous challenges, and those made for an improper purpose (for example,  
12 to harass or impose unnecessary expenses and burdens on other parties), may expose  
13 the Challenging Party to sanctions. Unless the Designating Party has waived or  
14 withdrawn the confidentiality designation, all parties must continue to afford the  
15 material in question the level of protection to which it is entitled under the  
16 Producing Party’s designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 A Receiving Party may use Protected Material that is disclosed or  
19 produced by another Party or by a Nonparty in connection with this Action only for  
20 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
21 may be disclosed only to the categories of people and under the conditions described  
22 in this Order. When the Action has been terminated, a Receiving Party must comply  
23 with the provisions of Section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a manner sufficiently secure to ensure that access is limited to the  
26 people authorized under this Order.

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1           7.2 Unless otherwise ordered by the Court or permitted in writing by the  
2 Designating Party, a Receiving Party may disclose any information or item  
3 designated “CONFIDENTIAL” only to the following people:

4           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
5 well as employees of that Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

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

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

12           (d) the Court and its personnel;

13           (e) court reporters and their staff;

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

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

19           (h) during their depositions, witnesses and attorneys for witnesses to  
20 whom disclosure is reasonably necessary, provided that the deposing party requests  
21 that the witness sign the form attached as Exhibit A hereto and the witnesses will  
22 not be permitted to keep any confidential information unless they sign the form,  
23 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of  
24 transcribed deposition testimony or exhibits to depositions that reveal Protected  
25 Material may be separately bound by the court reporter and may not be disclosed to  
26 anyone except as permitted under this Order; and

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1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed on by any of the Parties engaged in settlement discussions or  
3 appointed by the Court.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this Action as  
8 “CONFIDENTIAL,” that Party must

9 (a) promptly notify in writing the Designating Party. Such notification  
10 must include a copy of the subpoena or court order unless prohibited by law;

11 (b) promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification must include  
14 a copy of this Order; and

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

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order should not produce any information designated in this  
19 action as “CONFIDENTIAL” before a determination on the protective-order request  
20 by the relevant court unless the Party has obtained the Designating Party’s  
21 permission. The Designating Party bears the burden and expense of seeking  
22 protection of its Confidential Material, and nothing in these provisions should be  
23 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
24 a lawful directive from another court.

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1     9.     A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2     PRODUCED IN THIS LITIGATION

3             (a) The terms of this Order are applicable to information produced by a  
4     Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is  
5     protected by the remedies and relief provided by this Order. Nothing in these  
6     provisions should be construed as prohibiting a Nonparty from seeking additional  
7     protections.

8             (b) In the event that a Party is required by a valid discovery request to  
9     produce a Nonparty’s Confidential Information in its possession and the Party is  
10    subject to an agreement with the Nonparty not to produce the Nonparty’s  
11    Confidential Information, then the Party must

12            (1) promptly notify in writing the Requesting Party and the Nonparty  
13    that some or all of the information requested is subject to a confidentiality  
14    agreement with a Nonparty;

15            (2) promptly provide the Nonparty with a copy of this Order, the  
16    relevant discovery request(s), and a reasonably specific description of the  
17    information requested; and

18            (3) make the information requested available for inspection by the  
19    Nonparty, if requested.

20            (c) If the Nonparty fails to seek a protective order within 21 days of  
21    receiving the notice and accompanying information, the Receiving Party may  
22    produce the Nonparty’s Confidential Information responsive to the discovery  
23    request. If the Nonparty timely seeks a protective order, the Receiving Party must  
24    not produce any information in its possession or control that is subject to the  
25    confidentiality agreement with the Nonparty before a ruling on the protective-order  
26    request. Absent a court order to the contrary, the Nonparty must bear the burden  
27    and expense of seeking protection of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Order, the Receiving Party must immediately notify the Designating Party in writing  
5 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized  
6 copies of the Protected Material, inform the person or people to whom unauthorized  
7 disclosures were made of the terms of this Order, and ask that person or people to  
8 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
9 as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B).

16 12. MISCELLANEOUS

17 12.1 Nothing in this Order abridges the right of any person to seek its  
18 modification by the Court.

19 12.2 By stipulating to the entry of this Order, no Party waives any right it  
20 otherwise would have to object to disclosing or producing any information or item  
21 on any ground not addressed in this Order. Similarly, no Party waives any right to  
22 object on any ground to use in evidence of any of the material covered by this  
23 Order.

24 12.3 A Party that seeks to file under seal any Protected Material must  
25 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only  
26 pursuant to a court order authorizing the sealing of the specific Protected Material at  
27 issue. If a Party's request to file Protected Material under seal is denied, then the  
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1 Receiving Party may file the information in the public record unless otherwise  
2 instructed by the Court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in  
7 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected  
9 Material. Whether the Protected Material is returned or destroyed, the Receiving  
10 Party must submit a written certification to the Producing Party (and, if not the same  
11 person or entity, to the Designating Party) by the 60-day deadline that identifies (by  
12 category, when appropriate) all the Protected Material that was returned or  
13 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,  
14 compilations, summaries, or any other format reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
16 archival copy of all pleadings; motion papers; trial, deposition, and hearing  
17 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert  
18 reports; attorney work product; and consultant and expert work product even if such  
19 materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Order as set forth in Section 4  
21 (DURATION).

22 14. SANCTIONS

23 Any willful violation of this Order may be punished by civil or criminal  
24 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or  
25 other appropriate action at the discretion of the Court.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of *Hong Liu v. Faraday & Future Inc., et al., C.D. Cal. Case No. 2:20-cv-08035-SVW-JPR*. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including 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 U.S. 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 \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] 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 signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_