

1 Victor de Gyarfas, CA Bar No. 171950  
 vdegyarfas@foley.com  
 2 Jianing G. Yu, CA Bar No. 297098  
 gyu@foley.com  
 3 **FOLEY & LARDNER LLP**  
 555 South Flower Street, Suite 3300  
 4 Los Angeles, CA 90071-2411  
 Telephone: 213-972-4500  
 5 Facsimile: 213-486-0065

6 Attorneys for Plaintiff CLEAN SAFETY, INC.

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

10  
 11 CLEAN SAFETY, INC.,  
 12 Plaintiff,  
 13 vs.  
 14 RUBY TRUCKING LLC,  
 15 Defendant.

Case No. 5:21-cv-00225-JWH-SPx  
**STIPULATED PROTECTIVE ORDER**

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1 1. A. PURPOSES AND LIMITATIONS

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

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets, customer and pricing lists and other  
16 valuable research, development, commercial, financial, technical and/or proprietary  
17 information for which special protection from public disclosure and from use for any  
18 purpose other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 business or financial information, information regarding confidential business practices,  
21 or other confidential research, development, or commercial information (including  
22 information implicating privacy rights of third parties), information otherwise generally  
23 unavailable to the public, or which may be privileged or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common law.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
26 disputes over confidentiality of discovery materials, to adequately protect information the  
27 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable  
28 necessary uses of such material in preparation for and in the conduct of trial, to address

1 their handling at the end of the litigation, and serve the ends of justice, a protective order  
2 for such information is justified in this matter. It is the intent of the parties that  
3 information will not be designated as confidential for tactical reasons and that nothing be  
4 so designated without a good faith belief that it has been maintained in a confidential,  
5 non-public manner, and there is good cause why it should not be part of the public record  
6 of this case.

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8 **2. DEFINITIONS**

9 2.1 Action: *Clean Safety, Inc. v. Ruby Trucking LLC and Lei Jiang*, Case No:  
10 5:21-cv-00225-JWH-SPx.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
14 is generated, stored or maintained) or tangible things that qualify for protection under  
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
16 Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or items  
20 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
21 “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
23 medium or manner in which it is generated, stored, or maintained (including, among  
24 other things, testimony, transcripts, and tangible things), that are produced or generated in  
25 disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
28 expert witness or as a consultant in this Action.

1           2.8 House Counsel: attorneys who are employees of a party to this Action.

2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3           2.9 Non-Party: any natural person, partnership, corporation, association, or other  
4 legal entity not named as a Party to this action.

5           2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
6 this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
8 appeared on behalf of that party, and includes support staff.

9           2.11 Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14           2.13 Professional Vendors: persons or entities that provide litigation support  
15 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
17 their employees and subcontractors.

18           2.14 “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” Information or  
19 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to  
20 another Party or Non-Party would create a substantial risk of serious harm or injury or  
21 significant competitive or commercial disadvantage that could not be avoided by less  
22 restrictive means.

23           2.15 Protected Material: any Disclosure or Discovery Material that is designated  
24 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.”

25           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from  
26 a Producing Party.

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1 3. SCOPE

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

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

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10 4. DURATION

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

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19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
21 Party or Non-Party that designates information or items for protection under this Order  
22 must take care to limit any such designation to specific material that qualifies under the  
23 appropriate standards. The Designating Party must designate for protection only those  
24 parts of material, documents, items, or oral or written communications that qualify so that  
25 other portions of the material, documents, items, or communications for which protection  
26 is not warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
28 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,

1 to unnecessarily encumber the case development process or to impose unnecessary  
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
7 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

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

18 A Party or Non-Party that makes original documents available for  
19 inspection need not designate them for protection until after the inspecting Party has  
20 indicated which documents it would like copied and produced. During the inspection and  
21 before the designation, all of the material made available for inspection shall be deemed  
22 "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY." After the inspecting Party  
23 has identified the documents it wants copied and produced, the Producing Party must  
24 determine which documents, or portions thereof, qualify for protection under this Order.  
25 Then, before producing the specified documents, the Producing Party must affix the  
26 "PROTECTED legend" to each page that contains Protected Material. If only a portion or  
27 portions of the material on a page qualifies for protection, the Producing Party also must  
28 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the

1 margins).

2 (b) for testimony given in depositions that the Designating Party identify the  
3 Disclosure or Discovery Material: (i) on the record, before the close of the deposition; or  
4 (ii) within 21 days following receipt of the final deposition transcript, by written notice to  
5 counsel of record for any signatory. Only those portions of the testimony that are  
6 appropriately designated for protection within the 21 days following transcript receipt  
7 shall be covered by the provisions of this Stipulated Protective Order.

8 Parties shall give the other parties notice if they reasonably expect a deposition,  
9 hearing or other proceeding to include Protected Material so that the other parties can  
10 ensure that only authorized individuals who have signed the “Acknowledgment and  
11 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The Designating  
12 Party shall have the right to have all persons except the deponent and his or her counsel,  
13 the court reporter, and such other persons as are permitted under Paragraphs 7.2 and 7.3  
14 below, excluded from a deposition, or any portion thereof, as appropriate, before the  
15 taking therein of the testimony that the Designating Party designates as Protected  
16 Material under this Agreement. The use of a document as an exhibit at a deposition shall  
17 not in any way affect the document’s designation as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the title  
20 page that the transcript contains Protected Material. For depositions containing some  
21 Protected Material and some non-Protected Material, a separate confidential transcript  
22 apart from the usual transcript marked “Confidential Information Governed by Protective  
23 Order” or “Highly Confidential Attorneys’ Eyes Only Information Governed by  
24 Protective Order,” as necessary, shall be prepared by the court reporter.. The entirety of  
25 any deposition transcript (preliminary or final) shall be treated from the time such  
26 transcript is received until the time for designation set forth herein passes as if it had been  
27 designated “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” in its entirety  
28 unless otherwise agreed. After the expiration of that period, the transcript shall be treated

1 only as actually designated.

2 (c) for information produced in some form other than documentary and for any  
3 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
4 the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.” If  
6 only a portion or portions of the information warrants protection, the Producing Party, to  
7 the extent practicable, shall identify the protected portion(s).

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

13  
14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
16 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
18 process under Local Rule 37.1 *et seq.*

19 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,  
21 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
22 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
23 the confidentiality designation, all parties shall continue to afford the material in  
24 question the level of protection to which it is entitled under the Producing Party’s  
25 designation until the Court rules on the challenge.

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27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this Action  
2 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
3 Material may be disclosed only to the categories of persons and under the conditions  
4 described in this Order. When the Action has been terminated, a Receiving Party must  
5 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
10 ordered by the court or permitted in writing by the Designating Party, a Receiving  
11 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not  
2 be permitted to keep any confidential information unless they sign the “Acknowledgment  
3 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
4 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
5 depositions that reveal Protected Material may be separately bound by the court reporter  
6 and may not be disclosed to anyone except as permitted under this Order; and

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

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY”  
10 Information or Items. Unless otherwise ordered by the court or permitted in writing by  
11 the Designating Party, a Receiving Party may disclose any information or item  
12 designated “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” only to:

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

16 (b) Experts of the Receiving Party to whom disclosure is reasonably necessary  
17 for this Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
18 (Exhibit A), and as to whom the procedures set forth in paragraph 7.4(a), below, have  
19 been followed;

20 (c) the court and its personnel;

21 (d) court reporters and their staff;

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

25 (f) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;

27 (g) during their depositions, witnesses, and attorneys for witnesses, in the  
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not  
2 be permitted to keep any confidential information unless they sign the “Acknowledgment  
3 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
4 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
5 depositions that reveal Protected Material may be separately bound by the court reporter  
6 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
7 Order; and

8 (h) any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 7.4 Procedures for Approving or Objecting to Disclosure of Protected Material  
11 or Items to Designated Experts.

12 (a) Unless otherwise ordered by the Court or agreed to in writing by the  
13 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)  
14 any information or item that has been designated Protected Material pursuant to this  
15 Order first must provide written notice of intention of disclosure to the Designating Party  
16 that (1) identifies the general categories, i.e. “technical information” or “financial  
17 information,” of the Protected Material that the Receiving Party seeks permission to  
18 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of  
19 his or her primary business address or, if none, residence address, (3) attaches a copy of  
20 the Expert’s current resume, and (4) identifies the Expert’s current employer(s).

21 (b) A Party that makes a request and provides the information specified in  
22 the preceding paragraph may disclose the subject Protected Material to the identified  
23 Expert unless, within seven days of delivering the request, the Party receives a written  
24 objection from the Designating Party. Any such objection must set forth in detail the  
25 grounds on which it is based. The Parties shall not unreasonably object to the disclosure  
26 of information and documents to an Expert. If there is a written objection within the  
27 seven-day period and the objection is not resolved between counsel, the party seeking  
28 disclosure shall not disclose the information or documents, but shall have the right to

1 bring the dispute before the Court for resolution.

2 (c) All challenges to objections from the Designating Party shall proceed  
3 under Local Rule 37.1 *et seq.* In any such proceeding, the Party opposing disclosure to  
4 the Expert shall bear the burden of proving that the risk of harm that the disclosure would  
5 entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose  
6 the Protected Material to its Expert.

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8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that  
11 compels disclosure of any information or items designated in this Action as  
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY," that  
13 Party must:

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

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

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

22 If the Designating Party timely seeks a protective order, the Party served with the  
23 subpoena or court order shall not produce any information designated in this action as  
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY"  
25 before a determination by the court from which the subpoena or order issued, unless the  
26 Party has obtained the Designating Party's permission. The Designating Party shall bear  
27 the burden and expense of seeking protection in that court of its confidential material and  
28 nothing in these provisions should be construed as authorizing or encouraging a

1 Receiving Party in this Action to disobey a lawful directive from another court.

2  
3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
4 IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a  
6 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL ATTORNEYS' EYES ONLY." Such information produced by Non-  
8 Parties in connection with this litigation is protected by the remedies and relief provided  
9 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
10 from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the Party is subject  
13 to an agreement with the Non-Party not to produce the Non-Party's confidential  
14 information, then the Party shall:

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

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

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

23 (c) If the Non-Party fails to seek a protective order from this court within  
24 14 days of receiving the notice and accompanying information, the Receiving Party may  
25 produce the Non-Party's confidential information responsive to the discovery request. If  
26 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
27 information in its possession or control that is subject to the confidentiality agreement  
28 with the Non-Party before a determination by the court. Absent a court order to the

1 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
2 court of its Protected Material.

3  
4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13  
14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
17 produced material is subject to a claim of privilege or other protection, the obligations of  
18 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
19 This provision is not intended to modify whatever procedure may be established in an e-  
20 discovery order that provides for production without prior privilege review. Pursuant to  
21 Federal Rule of Evidence 502(d) and (e):

22 1. The production of privileged or work-product protected documents,  
23 electronically stored information (“ESI”) or information, whether inadvertent or  
24 otherwise, is not a waiver of the privilege or protection from discovery in this case or in  
25 any other federal or state proceeding. This Order shall be interpreted to provide the  
26 maximum protection allowed by Federal Rule of Evidence 502(d).

27 2. Nothing contained herein is intended to or shall serve to limit a party’s right  
28 to conduct a review of documents, ESI or information (including metadata) for relevance,

1 responsiveness and/or segregation of privileged and/or protected information before  
2 production.

3  
4 12. MISCELLANEOUS

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

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

12 12.3 Filing Protected Material. Without written permission from the Designating  
13 Party or a court order secured after appropriate notice to all interested persons, a Party  
14 may not file in the public record in this action any Protected Material. A Party that seeks  
15 to file under seal any Protected Material must comply with Civil Local Rule 79-5.  
16 Protected Material may only be filed under seal pursuant to a court order authorizing the  
17 sealing of the specific Protected Material at issue. If a Party's request to file Protected  
18 Material under seal is denied by the court, then the Receiving Party may file the  
19 information in the public record unless otherwise instructed by the court.

20  
21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
23 of a written request by the Designating Party, each Receiving Party must return all  
24 Protected Material to the Producing Party or destroy such material. As used in this  
25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
26 summaries, and any other format reproducing or capturing any of the Protected Material.  
27 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
28 a written certification to the Producing Party (and, if not the same person or entity, to the

1 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
2 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
3 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
4 any other format reproducing or capturing any of the Protected Material. Notwithstanding  
5 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
8 expert work product, even if such materials contain Protected Material. Any such archival  
9 copies that contain or constitute Protected Material remain subject to this Protective  
10 Order as set forth in Section 4 (DURATION).

11  
12 14. Any violation of this Order may be punished by any and all appropriate measures  
13 including, without limitation, contempt proceedings and/or monetary sanctions.

14  
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16  
17 DATED: July 14, 2021 **FOLEY & LARDNER LLP**  
18 Victor de Gyarfas  
19 Jianing G. Yu  
20 /s/ Victor de Gyarfas  
21 Victor de Gyarfas  
22 ATTORNEYS FOR PLAINTIFF CLEAN SAFETY,  
INC.

23 DATED: July 14, 2021 **TCW GLOBAL LEGAL GROUP**  
24 Kathy Q. Hao  
25 /s/ Kathy Q. Hao  
26 Jill M. Pietrini  
27 ATTORNEYS FOR DEFENDANT RUBY  
28 TRUCKING LLC

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DATED: July 14, 2021

**EUGENE S. ALKANA, A PROFESSIONAL  
LAW CORPORATION**  
Eugene S. Alkana

/s/ Eugene S. Alkana  
Eugene S. Alkana  
ATTORNEYS FOR DEFENDANT LEI JIANG

\* Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that the other signatory listed, and on whose behalf this filing is submitted, concurs in the filing content and has authorized this filing.

/s/ Victor de Gyrfas  
Victor de Gyrfas

**ORDER**

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: July 19, 2021



\_\_\_\_\_  
Sheri Pym  
U.S. Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_

\_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and under-stand 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 *Better Care Plastic Technology Co., Ltd. v. Gredale, Inc.*, Case Number 5:21-cv-00216-JWH-SP. 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 \_\_\_\_\_ [print or type full name]

of \_\_\_\_\_  
[print or type 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 sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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