

1 CALVIN E. DAVIS, State Bar No. 101640
 2 AARON P. RUDIN, State Bar No. 223004
 3 REBECCA KRIKORIAN, State Bar No. 334882
 4 GORDON REES SCULLY MANSUKHANI, LLP
 5 633 West Fifth Street, 52nd Floor
 6 Los Angeles, CA 90071
 Telephone: (213) 576-5000
 Facsimile: (213) 680-4470
 Email: cdavis@grsm.com
 arudin@grsm.com
 rkrikorian@grsm.com

7 *Attorneys for Plaintiff/ Counterdefendant*
 8 *Guardian Protection Products, Inc.*

9 DYLAN J. LIDDIARD, State Bar No. 203055
 10 WILSON SONSINI GOODRICH & ROSATI
 Professional Corporation
 11 650 Page Mill Road
 Palo Alto, California 94304
 Telephone: (650) 493-9300
 Facsimile: (866) 974-7329
 Email: dliddiard@wsgr.com

13 JOHN P. FLYNN, State Bar No. 141094
 14 COLLEEN BAL, State Bar No. 167637
 WILSON SONSINI GOODRICH & ROSATI
 Professional Corporation
 15 One Market Plaza
 Spear Tower, Suite 3300
 16 San Francisco, California 94105
 Telephone: (415) 947-2000
 Facsimile: (866) 974-7329
 Email: jflynn@wsgr.com
 cbal@wsgr.com

DYLAN G. SAVAGE, State Bar No. 310452
 CASSIE L. BLACK (*pro hac vice*)
 SAMANTHA ARNOLD (*pro hac vice*)
 WILSON SONSINI GOODRICH & ROSATI
 Professional Corporation
 1301 Avenue of the Americas, 40th Floor
 New York, NY 10019
 Telephone: (212) 999-5800
 Facsimile: (866) 974-7329
 Email: dsavage@wsgr.com
 cblack@wsgr.com
 sarnold@wsgr.com

STUART A. WILLIAMS (*pro hac vice*
forthcoming)
 WILSON SONSINI GOODRICH & ROSATI
 Professional Corporation
 375 Southpointe Boulevard
 Canonsburg, Pennsylvania 15317
 Telephone: (917) 288-5094
 Facsimile: (866) 974-7329
 Email: swilliams@wsgr.com

21 *Attorneys for Defendant/Counterclaimant*
 22 *G.P.P., Inc.*

23

24

25

26

27

28

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA
3 FRESNO DIVISION

3 GUARDIAN PROTECTION PRODUCTS,
4 INC., a Delaware corporation

5 Plaintiff,

6 vs.

7 G.P.P., INC. d/b/a GUARDIAN INNOVATIVE
8 SOLUTIONS, a Pennsylvania corporation,

9 Defendant.

) CASE NO. 1:20-CV-01680-DAD-SKO

) **STIPULATED PROTECTIVE ORDER**

) **(Doc. 70)**

) Complaint filed November 24, 2020
) Counterclaim filed February 22, 2021

10 AND RELATED COUNTERCLAIMS
11

12 IT IS HEREBY STIPULATED AND AGREED between the parties, by and through their
13 undersigned counsel of record, that:

14 WHEREAS, to expedite discovery and permit discovery to proceed without the delay
15 occasioned by possible disputes regarding claims of confidentiality, the parties wish to produce
16 documents and things subject to the protective provisions set forth below;

17 WHEREAS, per Local Rule 141.1(c)(1) and (2), the parties anticipate that, given the
18 nature of the claims and defenses in this action, discovery will likely include highly proprietary
19 and sensitive business information, the disclosure of which poses a substantial risk of harm to the
20 parties' proprietary and financial interests, including: (i) financial records pertaining to the profit,
21 loss, sales, assets, debts, and other confidential information related to the performance of the
22 parties; (ii) the operation and functioning of the parties' manufacturing and distribution systems,
23 such as internal assessments and reports analyzing performance of those systems, including
24 potential problems and errors; (iii) trade secret and business strategy information pertaining to
25 the parties' product lines and marketing efforts, such as market analysis reports and
26 communications on implementation and progress of business strategy; (iv) sensitive data
27 regarding customers, potential customers, sales, and third-party business partners, such as data
28

1 logs, customers' personal information, and communications with existing and prospective
2 clients; and (v) other proprietary technical or commercially sensitive information, such as the
3 parties' business strategies, plans, and processes, that is not otherwise available to the public and
4 would be valuable to competitors in the industry;

5 WHEREAS, per Local Rule 141.1(c)(3), the parties believe that the Terms and
6 Conditions set forth below should be entered by a court order, as opposed to a private agreement
7 between or among the parties, because the terms herein will pertain solely to the production and
8 use of discovery in this action, a protective order will set forth procedures by which the parties
9 can expeditiously resolve confidentiality or privilege-related disputes before the Court, and such
10 an order will govern potential discovery from third parties who would not otherwise be subject to
11 a private agreement;

12 WHEREAS, the parties' disclosure of information in this action is made in reliance on
13 the provisions of this Protective Order permitting the parties and third parties to designate
14 documents, deposition and other testimony, information, and things as "CONFIDENTIAL" or
15 "CONFIDENTIAL: ATTORNEYS' EYES ONLY" as defined below, and thereby protect such
16 designated information from unauthorized use or disclosure;

17 NOW, THEREFORE, the parties hereby agree to the Terms and Conditions set forth
18 below, and entry by the Court of this Protective Order.

19 TERMS AND CONDITIONS

20 1. The terms and conditions of this Protective Order shall be applicable to and shall
21 govern all information, documents and tangible things, regardless of medium or format,
22 produced during the course of discovery in this action, whether in response to a request,
23 voluntarily, or pursuant to a rule, order, or other requirement ("Discovery Materials").

24 2. "Confidential Information" as used herein means any information in any of the
25 Discovery Material that is designated as "CONFIDENTIAL" or "CONFIDENTIAL:
26 ATTORNEYS' EYES ONLY" by one or more of the parties to this action or a third party
27 responding to a subpoena served in this action (referred to as the "Designating Party").
28

1 3. Confidential Information shall not be used or disclosed for any purpose other than
2 the prosecution, defense, appeal or settlement of this action. Any use of such information for
3 any other purpose, or any disclosure of such information to anyone not authorized under this
4 Protective Order, is expressly prohibited and would constitute a material breach of this Order.

5 4. Any party to this action or third party that produces Discovery Materials in this
6 action may designate such material as “CONFIDENTIAL” which it believes, in good faith,
7 contains information that, if disclosed, would cause injury to its business or business
8 relationships with others; that contain trade secrets or other confidential and non-public research,
9 development or commercial information; that contain non-public personal information; or that
10 contain other information for which a good faith claim of the need for protection from disclosure
11 can be made under the Federal Rules of Civil Procedure or other applicable law.

12 5. Any party to this action or third party that produces Discovery Materials in this
13 action may designate such material as “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” if it
14 believes, in good faith, that (i) the material contains or reflects confidential information that
15 comprises highly sensitive technical, business or research information regarding products or
16 services, and (ii) the information is so commercially sensitive that disclosure to the opposing
17 party is likely to cause competitive harm to the Designating Party.

18 6. The Designating Party shall not designate as Confidential Information any
19 documents or things that are known by the Designating Party to be available to members of the
20 general public.

21 7. Hardcopy or electronic documents that any party or third party wishes to
22 designate as Confidential Information in this action shall be marked by placing the legend
23 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” as applicable on
24 each page of the document.

25 8. Electronically stored information in any form (including embedded data and
26 metadata), whether oral, audio and/or visual (collectively, “Electronic Data”) that any party or
27 third party wishes to designate as Confidential Information in this action shall be marked by
28

1 designating the Electronic Data as “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’
2 EYES ONLY” in a cover letter accompanying the production of the Electronic Data. Where
3 feasible, counsel for the Producing Party shall also mark the disk, tape or other electronic media
4 on which the Electronic Data is produced with the appropriate designation. If a Party reduces
5 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” Electronic Data to
6 hardcopy form, it shall mark the hardcopy with the appropriate designation. Whenever any
7 Confidential Information Electronic Data is copied, all copies shall be marked with the
8 appropriate designation.

9 9. Deposition transcripts, or portions thereof, may be designated
10 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” (a) during the
11 deposition, in which case the designated testimony shall be identified by page number in an
12 index appearing at the end of the transcript; or (b) after the conclusion of the deposition, within
13 ten (10) days of receipt of the final deposition transcript, by written notice to counsel of record
14 for all parties. The entire deposition transcript shall be treated as “CONFIDENTIAL:
15 ATTORNEYS’ EYES ONLY” for ten (10) days after receipt of the final deposition transcript by
16 counsel unless the Designating Party has earlier indicated a different designation. The front page
17 of any deposition containing Confidential Information shall be marked by the court reporter as
18 follows: “CONTAINS CONFIDENTIAL INFORMATION.” The Designating Party shall have
19 the right to have all persons except the deponent and his or her counsel, counsel of record for the
20 named parties, the court reporter, and such other persons as are permitted under Paragraphs 10
21 and 11 below, excluded from a deposition, or any portion thereof, as appropriate, before the
22 taking therein of testimony that the Designating Party designates as Confidential Information.

23 10. Absent written consent from the Designating Party or unless otherwise directed
24 by the Court, and subject to the provisions herein, information designated as “CONFIDENTIAL”
25 shall not be provided, shown, made available, or communicated in any way to any person or
26 entity with the exception of:
27
28

- 1 a. Outside attorneys for a Party receiving Discovery Materials (referred to as
2 a “Receiving Party”), and any staff, assistants, clerical employees, and
3 information technology employees working under the direct supervision of
4 such counsel;
- 5 b. Officers and employees of a Receiving Party, and any person assisting
6 such officers and employees, where the review of such
7 “CONFIDENTIAL” materials or information is reasonably necessary and
8 in connection with the prosecution, defense, appeal or settlement of this
9 action;
- 10 c. The Court and its staff in connection with the Court’s administration and
11 adjudication of this action;
- 12 d. Any outside expert or consultant to whom it is necessary to disclose
13 Confidential Information for purposes of assisting in, or consulting with
14 respect to, this litigation and who have executed the Declaration of
15 Compliance attached hereto as Exhibit A; and
- 16 e. Court reporters, interpreters, translators, copy services, graphic support
17 services, document imaging services, and database/coding services
18 retained by counsel, for the purpose of assisting in this action and who
19 have executed the attached Declaration of Compliance.

20 11. Absent written consent from the Designating Party or unless otherwise directed
21 by the Court, and subject to the provisions herein, information designated as “CONFIDENTIAL:
22 ATTORNEYS’ EYES ONLY” shall not be provided, shown, made available, or communicated
23 in any way to any person or entity with the exception of:

- 24 a. Outside attorneys working on this action for a Receiving Party, and any
25 staff, assistants, clerical employees, and information technology
26 employees working under the direct supervision of such counsel;

27
28

- 1 b. The Court and its staff in connection with the Court’s administration and
2 adjudication of this action;
- 3 c. Any outside expert or consultant to whom it is necessary to disclose
4 Confidential Information for purposes of assisting in, or consulting with
5 respect to, this litigation and who have executed the attached Declaration
6 of Compliance; and
- 7 d. Court reporters, interpreters, translators, copy services, graphic support
8 services, document imaging services, and database/coding services
9 retained by counsel, for the purpose of assisting in this action and who
10 have executed the attached Declaration of Compliance.

11 12. Any person receiving Confidential Information or any Discovery Materials
12 containing such information, shall take reasonable care to ensure that the information is not
13 communicated or disclosed to anyone not authorized by Paragraphs 10 and 11 above to receive
14 such information.

15 13. Counsel for each party shall maintain a file containing the Declarations of
16 Compliance (in the form of Exhibit A) executed by each person to whom disclosure of
17 Confidential Information is made by such counsel and who is required to sign such Declaration
18 pursuant to Paragraphs 10 and 11 above.

19 14. The designation of any document as “CONFIDENTIAL” or “CONFIDENTIAL:
20 ATTORNEYS’ EYES ONLY” shall not preclude any party from showing that document to any
21 person (a) who appears as the author or as a recipient on the face of the document; (b) who has
22 been identified by the Designating Party as having been provided with the document; (c) who is
23 a current employee or representative of the Designating Party called as a witness for deposition,
24 hearing or trial in this action; or (d) who is a former employee or representative of the
25 Designating Party called as a witness for deposition, hearing, or trial in this action and who had
26 access to the document at the time employed by the Designating Party, if such access is apparent
27 from the face of the document or confirmed by testimony.

1 15. Nothing in this Protective Order shall be deemed to preclude legal counsel for a
2 Receiving Party from having high-level discussions with their client about the legal implications
3 of any Discovery Material designated as “CONFIDENTIAL: ATTORNEYS’ EYES ONLY.”

4 16. Nothing in this Protective Order shall affect the right of any Designating Party to
5 maintain its own documents as it chooses, or to disclose or use for any purpose the documents or
6 information produced and designated by it as “CONFIDENTIAL” or “CONFIDENTIAL:
7 ATTORNEYS’ EYES ONLY,” subject to the right of a party to seek, where appropriate,
8 removal of the “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY”
9 designation of such documents or information as a result of such disclosure or use.

10 17. Nothing in this Protective Order shall limit or affect the rights of any party to use
11 or disclose any information or thing that has not been obtained through, or derived as a result of,
12 this action.

13 18. Compliance with this Protective Order shall not be construed in any way as an
14 admission or agreement by any party that the designated disclosure constitutes or contains any
15 trade secret or confidential information of any other party or witness. No party to this action
16 shall be obligated to challenge the propriety of any “CONFIDENTIAL” or “CONFIDENTIAL:
17 ATTORNEYS’ EYES ONLY” designation by any other party or witness, and failure to do so
18 shall not constitute a waiver or in any way preclude a subsequent challenge in this or any other
19 action to the propriety of such designations.

20 19. Any party objecting to the designation of any information as “CONFIDENTIAL”
21 or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” must give counsel for the Designating
22 Party written notice of the objection and its reasons for the objection, and the parties shall
23 attempt in good faith to resolve their differences. Failing resolution, the Designating Party may
24 file a motion with the Court requesting that the designations be maintained. In any such motion,
25 the Designating Party shall bear the burden of proving that the challenged Discovery Materials
26 were appropriately designated pursuant to this Protective Order and the Federal Rules of Civil
27 Procedure. Until the Court rules on the motion, the material shall be treated as designated in
28

1 accordance with this Order. If the Designating Party does not file a motion within 21 days of the
2 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
3 process will not resolve their dispute, whichever is earlier, then the designation is modified as
4 requested by the party challenging the designation.

5 20. Production of any Discovery Materials without a designation of
6 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall not in and of
7 itself be deemed a waiver of any party’s claim of confidentiality as to such matter. The initial
8 failure to designate Discovery Materials in accordance with this Protective Order shall not
9 preclude any party or third party, at a later date, from designating such materials
10 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY.” A party or third
11 party may, by written notice to counsel of record for the Receiving Party or Parties, designate
12 previously produced Discovery Materials as Confidential Information. Upon receipt of such
13 notice, the Receiving Party shall thereafter treat the Discovery Materials in accordance with the
14 new designation, shall restrict the disclosure or use of such material to those persons qualified
15 under this Protective Order, and, if such material has previously been disclosed to persons not
16 qualified under this Protective Order, shall take reasonable steps to obtain all such previously
17 disclosed Confidential Information and advise such persons of the designation of confidentiality.
18 If the Discovery Materials were originally produced in hard-copy format, the Designating Party
19 shall supply, at its own cost, replacement pages containing the new designation of
20 confidentiality.

21 21. The inadvertent production or disclosure of any document or communication that
22 is subject to an attorney-client, attorney work product, or other privilege will not be deemed a
23 waiver of such privilege, provided that the party entitled to assert such privilege notifies the
24 parties to whom such inadvertent disclosure or production was made promptly upon discovery of
25 such inadvertent disclosure.

26 22. Within 14 days of receiving the notice of inadvertent production, the Receiving
27 Party may move the Court for an order that such Discovery Material is not protected from
28

1 disclosure by any privilege, law, or doctrine and may submit the Discovery Material at issue to
2 the Court for filing under seal in connection with that motion. In any such motion, the
3 Designating Party shall bear the burden of proving that the challenged Discovery Materials are
4 subject to an attorney-client, attorney work product, or other privilege. The Receiving Party
5 shall not assert waiver due to the inadvertent production as a ground for such motion. While the
6 motion is pending, the Receiving Party shall not use or disseminate the challenged Discovery
7 Material for any purpose other than such motion.

8 23. In the event that either (a) the party who has been notified of an inadvertent
9 production of protected Discovery Materials declines to file a motion with the Court challenging
10 the claim that the Discovery Materials are protected from disclosure, or (b) the Court determines
11 that the Discovery Materials are protected from disclosure, then the Receiving Party shall: (i)
12 promptly destroy the Discovery Material (or redact the protected portions of the Discovery
13 Material in the event that the entire Discovery Material is not claimed or found to be protected
14 from disclosure) and all copies thereof; (ii) permanently delete any electronic versions of the
15 Discovery Material from any data source, or any database it maintains; (iii) retrieve all paper
16 copies of the Discovery Material provided to any third parties, including experts and consultants;
17 (iv) retrieve from third parties all electronic copies contained on physical storage media where
18 practicable, or if not, direct that any such electronic versions be permanently deleted; (v) destroy
19 portions of any notes that reveal the substance of the protected information; and (vi) make no
20 further use of the protected information. In the event that only a portion of the Discovery
21 Material is claimed or found to be protected from disclosure, the party claiming protection shall
22 produce a new version of that material with such information redacted.

23 24. In the event that a party wishes to use any Confidential Information, or any
24 document containing or making reference to the contents of such information, in any pleading or
25 document filed with the Court, such pleading or document shall be filed under seal pursuant to
26 the Local Civil Rules. The Clerk of the Court is directed to maintain under seal all documents
27 and information filed under seal with the Court in connection with this litigation, unless and until
28

1 such time as the Court orders otherwise or denies permission to file under seal.

2 25. A courtesy copy of any document that is filed under seal and that is specifically
3 intended for review by the Court may be hand delivered to the Court without waiving or
4 diminishing in any way the protections of this Protective Order. Any such courtesy copy shall be
5 prominently marked “CONFIDENTIAL – FILED UNDER SEAL AND CONTAINS
6 INFORMATION SUBJECT TO A PROTECTIVE ORDER.”

7 26. The disclosure of Confidential Information covered by this Protective Order,
8 whether pursuant to compelled discovery or otherwise, shall not constitute a waiver of any trade
9 secret or any intellectual property, proprietary, or other rights to or in such information. If any
10 person or entity receiving Confidential Information is subpoenaed in another action or
11 proceeding, served with a document demand, or otherwise requested to provide material covered
12 by this Protective Order, and such subpoena, document demand, or request seeks material which
13 was produced or designated as “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’
14 EYES ONLY,” the person receiving the subpoena, document demand, or request shall give
15 written notice promptly (no more than five (5) business days after receipt) to counsel for the
16 Designating Party and shall, to the extent permitted by law, withhold production of the material
17 until any dispute relating to the production of such material is resolved.

18 27. Unless otherwise agreed to in writing by an attorney of record for the Designating
19 Party, within ninety days of the final adjudication (including any appellate proceedings) or other
20 final disposition of this action, all persons listed in Paragraphs 10 and 11 above, with the
21 exception of Paragraphs 10(c) and 11(b), who received any materials containing information
22 designated as “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall,
23 at the election of the Designating Party, either (a) assemble and return all Confidential materials
24 in its possession, including all copies thereof, to the Designating Party, or (b) certify in writing
25 that all such material has been destroyed. If returned, the Designating Party shall acknowledge
26 in writing the receipt of any returned material. Counsel of record shall make reasonable efforts
27 to ensure that any experts, consultants, and outside legal vendors it has retained abide by this
28

1 provision.

2 28. Notwithstanding the foregoing paragraph, outside counsel for the parties shall be
3 entitled to retain court papers, deposition and trial transcripts, attorney work product, and all
4 exhibits to any of the foregoing that reflect or contain Confidential Information, provided that
5 such outside counsel, and employees of such outside counsel, shall maintain the confidentiality
6 thereof and shall not disclose any such information to any person except pursuant to Paragraph
7 26 or the written consent of the Designating Party.

8 29. Nothing in this Protective Order shall be deemed to limit, prejudice, or waive any
9 right of any party or person (a) to resist or compel discovery with respect to, or to seek to obtain
10 additional or different protection for, material claimed to be protected work product or privileged
11 under applicable law, material as to which a party claims a legal obligation not to disclose, or
12 material not required to be provided pursuant to applicable law; (b) to seek to modify or obtain
13 relief from any aspect of this Protective Order; (c) to object to the use, relevance or admissibility
14 at trial or otherwise of any material, whether or not designated in whole or in part as Confidential
15 Information governed by this Protective Order; or (d) otherwise to require that discovery be
16 conducted according to governing laws and rules.

17 30. This Protective Order shall not prevent a party from applying to the Court for
18 further or additional protective orders or to modify the provisions of this Order.

19 31. The undersigned will treat Discovery Materials that are designated by a third
20 party as Confidential Information in accordance with the terms and conditions of this Protective
21 Order regardless of whether the third party is or becomes a signatory to the Order.

22 32. Any party serving a subpoena in this action on a non-party shall include with the
23 subpoena a copy of this Protective Order.

24 33. The confidentiality obligations imposed by this Protective Order, and this Court's
25 jurisdiction over disputes relating to this Protective Order, shall survive termination of this action
26 and shall remain in effect unless otherwise expressly ordered by the Court.

27 34. Notwithstanding any confidentiality designation, the documents Bates-stamped
28

1 GUARDIAN000001-1 and GUARDIAN000002-1 may be shared with American Freight and its
2 counsel for the purpose of facilitating discovery in this action. American Freight must maintain
3 the confidentiality of these documents and may not use these documents for any purpose other
4 than facilitating discovery in this action.

5 * * *

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

GUARDIAN PROTECTION PRODUCTS,)
INC., a Delaware corporation)

Plaintiff,)

vs.)

G.P.P., INC. d/b/a GUARDIAN INNOVATIVE)
SOLUTIONS, a Pennsylvania corporation,)

Defendant.)

_____)
AND RELATED COUNTERCLAIMS)
_____)

CASE NO. 1:20-CV-01680-SKO

**DECLARATION OF COMPLIANCE
WITH PROTECTIVE ORDER**

Complaint filed November 24, 2020
Counterclaim filed February 22, 2021

I hereby certify my understanding that Discovery Material designated as
“CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” is being provided to
me pursuant to the terms and restrictions of the Protective Order entered in this action by the
United States District Court for the Eastern District of California (the “Court”) on
_____, 2021 (the “Protective Order”). I have read and understand the terms of the
Protective Order and I agree to be fully bound by them. I understand that any violations of the
terms and conditions of the Protective Order may be regarded as contempt of court. I hereby
submit to the jurisdiction of the Court for the purposes of enforcement of this Protective Order.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is
true and correct. Executed this ____ day of _____, _____.

1 STIPULATED AND AGREED TO BY ALL PARTIES:

2 Dated: November 21, 2024

GORDON REES SCULLY MANSUKHANI,
LLP

3

4

By: /s/ Aaron P. Rudin
Calvin E. Davis
Aaron P. Rudin
Rebecca Krikorian
Attorneys for Plaintiff and Counter
defendant GUARDIAN PROTECTION
PRODUCTS, INC.

5

6

7

8

9

10 Dated: November 21, 2024

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

11

12

By: /s/ Dylan G. Savage
Dylan G. Savage
Attorneys for Defendant and Counter-
claimant G.P.P., INC. d/b/a GUARDIAN
INNOVATIVE SOLUTIONS

13

14

15

ORDER

16

17

18

19

20

21

22

23

24

25

26

27

28

Dated: **November 22, 2024**

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE