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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

CSPC DOPHEN CORPORATION,  
Plaintiff,  
v.  
ZHIXIANG HU, also known as SEAN HU, an  
individual,  
Defendant.

Case No. 2:17-cv-01895-MCE-DB

**STIPULATED PROTECTIVE  
ORDER REGARDING THE  
DISCLOSURE AND USE OF  
DISCOVERY MATERIALS**

Complaint Filed: September 11, 2017  
Trial Date: None Set

ZHIXIANG HU, also known as SEAN HU, an  
individual  
Counter-Claimant,  
v.  
CSPC DOPHEN CORPORATION, a New Jersey  
Corporation; CSPC PHARMACEUTICAL GROUP  
LIMITED, a Hong Kong Corporation; YINGUI LI,  
an individual; JINXU WANG, an individual;  
JUMIN SUN, an individual; DONGCHEN CAI, an  
individual,  
Counter-Defendants.

1 Plaintiff CSPC Dophen Corporation (“Plaintiff”) and Defendant Zhixiang Hu, also known  
2 as Sean Hu (“Defendant”) anticipate that documents, testimony, or information containing or  
3 reflecting confidential, proprietary, trade secret, and/or commercially sensitive information are  
4 likely to be disclosed or produced during the course of discovery, initial disclosures, and  
5 supplemental disclosures in this case and request that the Court enter this Order setting forth the  
6 conditions for treating, obtaining, and using such information.

7 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause  
8 for the following Stipulated Protective Order Regarding the Disclosure and Use of Discovery  
9 Materials (“Order” or “Protective Order”). It is hereby ORDERED THAT:

10 1. PURPOSES AND LIMITATIONS

11 Disclosure and discovery activity in this action are likely to involve production of  
12 confidential, proprietary, or private information for which special protection from public  
13 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
14 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
15 Protective Order.

16 The parties acknowledge that this Order does not confer blanket protections on all  
17 disclosures or responses to discovery and that the protection it affords from public disclosure and  
18 use extends only to the limited information or items that are entitled to confidential treatment  
19 under the applicable legal principles.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
25 of Civil Procedure 26(c), that is not publicly known and is of technical or commercial advantage  
26 to its possessor, including trade secret, financial, proprietary, competitive, or commercially  
27 sensitive information, or other information required by law or agreement to be kept confidential.

28 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as

1 well as their support staff).

2           2.4    Designating Party: a Party or Non-Party that designates information or items that it  
3 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
6 medium or manner in which it is generated, stored, or maintained (including, among other things,  
7 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
8 responses to discovery in this matter.

9           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
10 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
11 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
12 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
13 or of a Party’s competitor.

14           2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
15 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
16 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
17 less restrictive means.

18           2.8    House Counsel: attorneys who are employees of a party to this action. House  
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
21 entity not named as a Party to this action.

22           2.10   Outside Counsel of Record: attorneys who are not employees of a party to this  
23 action but are retained to represent or advise a party to this action and have appeared in this action  
24 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

25           2.11   Party: any party to this action, including all of its officers, directors, employees,  
26 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

27           2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
28 Material in this action.

1           2.13 Professional Vendors: persons or entities that provide litigation support services  
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
3 organizing, storing, or retrieving data in any form or medium) and their employees and  
4 subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
6 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
8 Producing Party.

9       3. SCOPE

10           The protections conferred by this Stipulation and Order cover not only Protected Material  
11 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
12 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
13 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
14 However, the protections conferred by this Stipulation and Order do not cover the following  
15 information: (a) any information that is in the public domain at the time of disclosure to a  
16 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
17 a result of publication not involving a violation of this Order, including becoming part of the  
18 public record through trial or otherwise; and (b) any information known to the Receiving Party  
19 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
20 obtained the information lawfully and under no obligation of confidentiality to the Designating  
21 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

22       4. DURATION

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

1 applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
4 or Non-Party that designates information or items for protection under this Order must take care  
5 to limit any such designation to specific material that qualifies under the appropriate standards.  
6 To the extent it is practical to do so, the Designating Party must designate for protection only  
7 those parts of material, documents, items, or oral or written communications that qualify – so that  
8 other portions of the material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

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

14 If it comes to a Designating Party’s attention that information or items that it designated  
15 for protection do not qualify for protection at all or do not qualify for the level of protection  
16 initially asserted, that Designating Party must promptly notify all other parties that it is  
17 withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
19 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
20 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
21 designated before the material is disclosed or produced. Designation in conformity with this  
22 Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,  
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
25 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
26 EYES ONLY” to each page that contains protected material. If only a portion or portions of the  
27 material on a page qualifies for protection, the Producing Party also must clearly identify the  
28 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for

1 each portion, the level of protection being asserted.

2 A Party or Non-Party that makes original documents or materials available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated which  
4 material it would like copied and produced. During the inspection and before the designation, all  
5 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
7 copied and produced, the Producing Party must determine which documents, or portions thereof,  
8 qualify for protection under this Order. Then, before producing the specified documents, the  
9 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected  
11 Material. If only a portion or portions of the material on a page qualifies for protection, the  
12 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
13 markings in the margins) and must specify, for each portion, the level of protection being  
14 asserted.

15 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
16 that the Designating Party identify on the record, before the close of the deposition, hearing, or  
17 other proceeding, all protected testimony and specify the level of protection being asserted. When  
18 it is impractical to identify separately each portion of testimony that is entitled to protection and it  
19 appears that substantial portions of the testimony may qualify for protection, the Designating  
20 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)  
21 a right to have up to 21 days to identify the specific portions of the testimony as to which  
22 protection is sought and to specify the level of protection being asserted. Only those portions of  
23 the testimony that are appropriately designated for protection within the 21 days shall be covered  
24 by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
25 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the  
26 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY.”

28 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or

1 other proceeding to include Protected Material so that the other parties can ensure that only  
2 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
3 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
4 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 Transcripts containing Protected Material shall have an obvious legend on the title page  
7 that the transcript contains Protected Material, and the title page shall be followed by a list of all  
8 pages (including line numbers as appropriate) that have been designated as Protected Material and  
9 the level of protection being asserted by the Designating Party. The Designating Party shall  
10 inform the court reporter of these requirements. Any transcript that is prepared before the  
11 expiration of a 21-day period for designation shall be treated during that period as if it had been  
12 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
13 otherwise agreed. After the expiration of that period, the transcript shall be treated only as  
14 actually designated.

15 (c) for information produced in some form other than documentary and for any  
16 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
17 container or containers in which the information or item is stored the legend “CONFIDENTIAL”  
18 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of  
19 the information or item warrant protection, the Producing Party, to the extent practicable, shall  
20 identify the protected portion(s) and specify the level of protection being asserted.

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
22 designate qualified information or items does not, standing alone, waive the Designating Party’s  
23 right to secure protection under this Order for such material. Upon timely correction of a  
24 designation, the Receiving Party must make reasonable efforts to assure that the material is  
25 treated in accordance with the provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
28 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
2 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
3 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
4 original designation is disclosed.

5           6.2    Meet and Confer. The Challenging Party shall initiate the dispute resolution  
6 process by providing written notice of each designation it is challenging and describing the basis  
7 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
8 notice must recite that the challenge to confidentiality is being made in accordance with this  
9 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
10 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
11 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
12 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
13 designation was not proper and must give the Designating Party an opportunity to review the  
14 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
15 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
16 stage of the challenge process only if it has engaged in this meet and confer process first or  
17 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
18 a timely manner.

19           6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court  
20 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
21 Civil Local Rule 151 (and in compliance with Civil Local Rule 141, if applicable) within 21 days  
22 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
23 process will not resolve their dispute, whichever is earlier. Each such motion must be  
24 accompanied by a competent declaration affirming that the movant has complied with the meet  
25 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
26 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
27 shall automatically waive the confidentiality designation for each challenged designation. In  
28 addition, the Challenging Party may file a motion challenging a confidentiality designation at any



1 time if there is good cause for doing so, including a challenge to the designation of a deposition  
2 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
3 accompanied by a competent declaration affirming that the movant has complied with the meet  
4 and confer requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the Designating  
6 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
8 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
9 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
10 material in question the level of protection to which it is entitled under the Producing Party's  
11 designation until the court rules on the challenge.

## 12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
14 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
15 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
16 the categories of persons and under the conditions described in this Order. When the litigation has  
17 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

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

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
22 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
25 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
26 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
27 Bound" that is attached hereto as Exhibit A;

28 (b) a maximum of four individuals who are officers, directors, and employees

1 (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
2 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
3 (Exhibit A);

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, and  
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is  
12 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
13 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
14 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
15 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
16 under this Stipulated Protective Order.

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

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
25 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” that is attached hereto as Exhibit A;

27 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
28 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be

1 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have  
2 been followed;

3 (c) the court and its personnel;

4 (d) court reporters and their staff, professional jury or trial consultants, and  
5 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

7 (e) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information.

9 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

11 (a) Unless otherwise ordered by the court or agreed to in writing by the  
12 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
13 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY” pursuant to paragraph 7.3(b) first must make a written request to the Designating  
15 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert,  
17 (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3)  
18 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)  
19 identifies each person or entity from whom the Expert has received compensation or funding for  
20 work in his or her areas of expertise or to whom the expert has provided professional services,  
21 including in connection with a litigation, at any time during the preceding five years, and (6)  
22 identifies (by name and number of the case, filing date, and location of court) any litigation in  
23 connection with which the Expert has offered expert testimony, including through a declaration,  
24 report, or testimony at a deposition or trial, during the preceding five years.

25 (b) A Party that makes a request and provides the information specified in the  
26 preceding respective paragraphs may disclose the subject Protected Material to the Expert unless,  
27 within 14 days of delivering the request, the Party receives a written objection from the  
28 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

1 (c) A Party that receives a timely written objection must meet and confer with  
2 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
3 agreement within seven days of the written objection. If no agreement is reached, the Party  
4 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule  
5 151 (and in compliance with Civil Local Rule 141, if applicable) seeking permission from the  
6 court to do so. Any such motion must describe the circumstances with specificity, set forth in  
7 detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm  
8 that the disclosure would entail, and suggest any additional means that could be used to reduce  
9 that risk. In addition, any such motion must be accompanied by a competent declaration  
10 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content  
11 of the meet and confer discussions) and setting forth the reasons advanced by the Designating  
12 Party for its refusal to approve the disclosure.

13 In any such proceeding, the Party opposing disclosure to or the Expert shall bear the  
14 burden of proving that the risk of harm that the disclosure would entail (under the safeguards  
15 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its or  
16 Expert.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
18 LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as "CONFIDENTIAL" or  
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

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

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

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by

1 the Designating Party whose Protected Material may be affected.

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

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

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

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

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

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

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

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

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
17 MATERIAL

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

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to

1 seek its modification by the court in the future.

2           12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
3 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
4 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
5 Party waives any right to object on any ground to use in evidence of any of the material covered  
6 by this Protective Order.

7           12.3 Export Control. Disclosure of Protected Material shall be subject to all applicable  
8 laws and regulations relating to the export of technical data contained in such Protected Material,  
9 including the release of such technical data to foreign persons or nationals in the United States or  
10 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical  
11 data, and the Receiving Party shall take measures necessary to ensure compliance.

12           12.4 Filing Protected Material. Without written permission from the Designating Party  
13 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
14 the public record in this action any Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with the procedures for filing documents under seal as set forth  
16 in the Local Rules for the Eastern District of California, including Civil Local Rule 141.

17 13. FINAL DISPOSITION

18           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
19 Receiving Party must return all Protected Material to the Producing Party or destroy such  
20 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
23 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
24 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
25 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
26 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,

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

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Dated: December 7, 2017

MORRISON & FOERSTER LLP

7  
8  
9 By: /s/ Yue Li

YUE LI

10 Attorney for Plaintiff  
11 CSPC DOPHEN CORPORATION

12 Dated: December 7, 2017

KROGH & DECKER, LLP


13  
14  
15 By: /s/ Andrea Close

ANDREA CLOSE

16 Attorney for Defendant  
17 ZHIXIANG HU, ALSO KNOWN AS  
18 SEAN HU

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20  
21 Dated: January 3, 2018

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23 MORRISON C. ENGLAND, JR.  
24 UNITED STATES DISTRICT JUDGE



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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 understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on \_\_\_\_\_ in the case of *CSPC Dophen Corporation v. Zhixiang Hu, also known as Sean Hu, an individual*, Case No. 2:17-cv-01895-MCE-DB. 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 Eastern 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: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

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**SIGNATURE ATTESTATION**

I hereby attest that I have obtained the concurrence in the filing of this document from all the signatories for whom a signature is indicated by electronic signature with this efiled document.

Dated: December 7, 2017

By: /s/ Yue Li  
Yue Li