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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LF CENTENNIAL LIMITED, a British Virgin Islands corporation,  
  
Plaintiff,  
  
v.  
  
Z-LINE DESIGNS, INC., a Nevada corporation; and DOES 1-100, inclusive,  
  
Defendant.

Case No.: 16cv929 JM (NLS)

**ORDER:**

**(1) GRANTING PLAINTIFF’S EX PARTE MOTION FOR PROTECTIVE ORDER [Dkt. No. 46];**

**(2) DETERMINING JOINT MOTION FOR DETERMINATION OF DISCOVERY DISPUTE No. 1 AND GRANTING IN PART AND DENYING IN PART DEFENDANT’S MOTION TO COMPEL [Dkt. No. 57]; and**

**(3) DETERMINING JOINT MOTION FOR DETERMINATION OF DISCOVERY DISPUTE No. 2 AND GRANTING PLAINTIFF’S MOTION TO COMPEL [Dkt. No. 56].**

1 The parties recently filed multiple discovery motions. First, plaintiff LF  
2 Centennial, LTD (LFCL) filed a motion for protective order to preclude the deposition of  
3 one of its in-house counsel, Bonita Leung. Defendant Z-Line Designs then filed a  
4 competing ex parte motion to extend the discovery cutoff, and in it included substantive  
5 arguments regarding a distinct discovery issue regarding requests for production (RFPs)  
6 that Z-Line served on LFCL. The court ruled on the discovery extension, ordered further  
7 briefing for the protective order, and ordered that Z-Line's RFP issue be briefed  
8 separately as "Joint Motion for Determination of Discovery Dispute No. 1."

9 Meanwhile, before Joint Motion No. 1 was actually briefed, LFCL filed another  
10 joint discovery motion regarding its own RFPs, which the court construes as "Joint  
11 Motion for Determination of Discovery Dispute No. 2."

12 **I. Procedural History Relevant to All Motions.**

13 This is an action for breach of a licensing agreement that resulted from patent  
14 litigation between the predecessor of LFCL and Z-Line. After a year of litigation the  
15 parties entered into a licensing agreement (Agreement) dated July 26, 2013, where  
16 LFCL's predecessor Whalen Furniture Manufacturing, Inc. (WFM), along with LFCL,  
17 granted a worldwide license to Z-Line to manufacture and sell TV stands covered by the  
18 patents. Z-Line agreed to pay a 5% royalty on U.S. sales in return. Both LFCL and  
19 WFM are named as parties to the Agreement because at the time it was entered into,  
20 LFCL was in the process of purchasing WFM's assets, including the subject patents.  
21 Once that purchase was completed, LFCL asserted that the outstanding royalties were  
22 owed exclusively to LFCL. LFCL now believes that Z-Line is not paying all royalties  
23 and filed this action for breach of contract, breach of covenant of good faith and fair  
24 dealing, and for an accounting.

25 Z-Line filed a motion to dismiss this action for lack of jurisdiction. It argued that  
26 WFM is an indispensable third party under Rule 19 because WFM and LFCL are both  
27 parties to the Agreement. Dkt. No. 35-1, p.7. Z-Line noted that WFM's joinder would  
28 destroy diversity, which would require a remand of this action to state court based on lack

1 of diversity jurisdiction. LFCL countered that although WFM was initially a party to the  
2 Agreement, WFM's rights terminated when LFCL purchased its assets, including the  
3 patents at issue.

4 The district judge found that LFCL made an evidentiary showing of a valid transfer  
5 of all assets from WFM to LFCL:

6 In response to Z-Line's challenge to the validity of the WFM  
7 assignments, LFCL comes forward with the declaration of  
8 Bonita Leung, Sr. Legal Counsel for LFCL, who submits a  
9 copy of the U.S. Patent and Trademark Office's January 30,  
10 2014 Notice of Recordation of Assignment, showing that  
11 assignor WFM assigned Patent Nos. '311 and '485 to assignee  
LFCL. The declaration also establishes that, in May 2013,  
LFCL purchased all other assets of WFM.

12 Nov. 30, 2016 Order, Dkt. No. 41, p.3. The court found that Z-Line failed to overcome  
13 LFCL's evidentiary showing and noted that a valid assignment would negate Z-Line's  
14 Rule 19 arguments. *Id.* at pp.3-4. It denied the motion to dismiss without prejudice to Z-  
15 Line refiling it, if Z-Line ever discovered a valid basis to challenge the assignment of the  
16 patents. *Id.* at p.4.

## 17 **II. Legal Standard.**

18 Parties can obtain discovery of non-privileged information so long as it

19 is relevant to any party's claim or defense and proportional to  
20 the needs of the case, considering the importance of the issues  
21 at stake in the action, the amount in controversy, the parties'  
22 relative access to relevant information, the parties' resources,  
23 the importance of the discovery in resolving the issues, and  
24 whether the burden or expense of the proposed discovery  
outweighs its likely benefit.

25 Fed. R. Civ. P. 26(b)(1). Discoverable information need not be admissible. *Id.* Once the  
26 propounding party establishes that the request seeks relevant information, "[t]he party  
27 who resists discovery has the burden to show discovery should not be allowed, and has  
28 the burden of clarifying, explaining, and supporting its objections." *Superior Commc'ns*

1 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D.Cal.2009); *see Blankenship v. Hearst*  
2 *Corp.*, 519 F.2d 418, 429 (9th Cir.1975) (requiring defendants “to carry heavy burden of  
3 showing why discovery was denied”).

### 4 **III. Plaintiff’s Motion for Protective Order.**

#### 5 **A. Discovery at Issue.**

6 In discovery Z-Line noticed a Rule 30(b)(6) deposition to depose LFCL’s person  
7 most knowledgeable (PMK). Z-Line thought that Bonita Leung, the in-house counsel  
8 who supported LFCL’s opposition to the motion to dismiss with a declaration, would be  
9 the Rule 30(b)(6) witness. When Z-Line learned that the PMK witness would not be Ms.  
10 Leung, Z-Line noticed Leung’s personal deposition. Both the PMK and Leung  
11 deposition notices contain 22 identical categories of documents that each witness must  
12 produce at deposition. In the notice for the PMK deposition, Z-Line explains that it  
13 designated “21 subject areas, almost all of which directly related to the statements made  
14 in the Leung Declaration.” Opp’n to Mtn. for P.O., p.4.

15 LFCL filed a motion for protective order to prevent the deposition of Bonita Leung  
16 that was noticed for March 15, 2017. This court vacated the March depositions of Ms.  
17 Leung and the PMK pending further briefing on the motion for protective order. Dkt.  
18 No. 52.

#### 19 **B. Discussion and Order.**

20 LFCL argues that good cause exists to prevent Ms. Leung’s deposition because she  
21 would (1) have to travel over 7,000 miles from where she lives and works in Hong Kong  
22 to attend the deposition; and (2) simply provide the same documents and information that  
23 are available from the Rule 30(b)(6) witness. Z-Line counters that since the court relied  
24 on Ms. Leung’s declaration to show a valid transfer of assets from WFM to LFCL, Z-  
25 Line should be allowed to depose Ms. Leung. It also argues that by filing a declaration,  
26 Ms. Leung made herself a percipient witness in this case, and they believe she “is thus the  
27 person most qualified to opine...particularly given that her statements form the basis of  
28 the Court’s order on Z-Line’s motion to dismiss.” Opp’n to Mtn. for P.O., p.6.

1 For good cause, a court may “issue an order to protect a party from annoyance,  
2 embarrassment, oppression, or undue burden or expense[,]” including prohibiting or  
3 limiting a deposition. Fed. R. Civ. P. 26(c)(1)(A). When seeking to prohibit the  
4 deposition of a company representative, other considerations apply:

5 When a party seeks the deposition of a high-level executive (a  
6 so-called “apex” deposition), courts have “observed that such  
7 discovery creates a tremendous potential for abuse or  
8 harassment.” The court therefore has discretion to limit  
9 discovery where the discovery sought “can be obtained from  
10 some other source that is more convenient, less burdensome, or  
11 less expensive.”

12 *Apple Inc. v. Samsung Electronics Co., Ltd.*, 282 F.R.D. 259, 262-263 (N.D. Cal. 2012)  
13 (citations omitted). When deciding whether an “apex deposition” should go forward,  
14 courts look at “(1) whether the deponent has unique first-hand, non-repetitive knowledge  
15 of the facts at issue in the case and (2) whether the party seeking the deposition has  
16 exhausted other less intrusive discovery methods.” *Id.* at 263 (citations omitted). The  
17 party opposing the deposition carries a heavy burden, so “it is very unusual ‘for a court to  
18 prohibit the taking of a deposition altogether absent extraordinary circumstances.’” *Id.*  
19 Further, “[w]hen a witness has personal knowledge of facts relevant to the lawsuit, even  
20 a corporate president or CEO is subject to deposition.’ ‘A claimed lack of knowledge, by  
21 itself it is insufficient to preclude a deposition.’” *Id.*

22 The court sees the test for ordering an “apex” deposition as useful to determine  
23 whether in-house counsel Leung should be deposed in addition to the PMK. First, there  
24 is no showing that Ms. Leung has any unique, first-hand information that she can add to  
25 the PMK topics. Initially, Z-Line noticed the PMK deposition. Only when it learned that  
26 Ms. Leung would not be the PMK it then noticed her deposition on topics identical to  
27 those in the PMK notice. But LFCL has the right to designate its own PMK. *See* Fed. R.  
28 Civ. Proc. 30(b)(6) (stating the noticed organization must “designate one or more  
officers... [who] must testify about information known or reasonably available to the

1 organization”). Further, Ms. Leung’s deposition appears repetitive because it covers the  
2 same information addressed in the PMK deposition, and the PMK deposition is a less  
3 intrusive discovery method for this same information. Because a PMK “deponent need  
4 not have personal knowledge of the designated subject matter[,]” *F.C.C. v. Mizuho Medy*  
5 *Co. Ltd.*, 257 F.R.D. 679, 681 (S.D. Cal. 2009) (citation omitted) (Stormes, J.), there is no  
6 reason to believe that the PMK will not adequately testify to the matters noticed in either  
7 deposition notice.

8 Considered altogether, the court finds that LFCL has carried its heavy burden to  
9 show that a protective order is needed to prevent Ms. Leung’s deposition, as allowing it  
10 would pose an undue burden and expense on LFCL and Ms. Leung that would outweigh  
11 the duplicative testimony Ms. Leung would provide. *See In re Google Litigation*, 2011  
12 WL 4985279, at \*2 (N.D. Cal. Oct. 19, 2011) (denying deposition of Google’s President  
13 because party seeking the deposition did not show “that [Google President] has unique  
14 and first-hand knowledge of the facts of this case, or that [it] has exhausted other less  
15 intrusive methods of discovery”). Accordingly, the court **GRANTS** LFCL’s motion for  
16 protective order. Z-Line must conduct the deposition of LFCL’s designated PMK by  
17 **May 8, 2017.**

### 18 **C. Joint Motion for Discovery Dispute No. 1.**

19 In this discovery dispute, Z-Line seeks to compel further responses to two  
20 categories of RFPs it propounded to LFCL: (1) documents that would establish whether  
21 the Asset Purchase Agreement (APA) in fact conveyed all of WFM’s assets to LFCL and  
22 whether adequate consideration supports the conveyance (RFP Nos. 1-4, 6, 10-11); and  
23 (2) documents that explain the relationship among Whalen LLC on the one hand, and  
24 WFM and LFCL on the other (RFP Nos. 12-16, 20-22), including the direction of the  
25 payment of royalties (RFP Nos. 17-18).

#### 26 **A. Conveyance of Assets to LFCL.**

27 Z-Line asked for this information in the RFPs: the APA (No. 1), closing date of  
28 the APA (No. 2), date APA was signed (No. 3), identification of parties who signed the

1 APA (No. 4), consideration paid for the patents (No. 6), which assets were purchased by  
2 LFCL (No. 10), and consideration paid for purchase of the other assets (No. 11). LFCL  
3 produced heavily redacted copies of the 151-page APA and Trademark and Patent  
4 Assignment (TPA). Z-Line complains that information that identified the assets  
5 transferred, the amount of the consideration, and the identities of the signing parties was  
6 all redacted. Z-Line argues it needs this information so it can review whether LFCL  
7 actually purchased all of WFM's assets for reasonable consideration and if WFM  
8 forwards all royalties to LFCL. Z-Line says this information will help it determine  
9 whether it has a valid basis to challenge the validity of the assignments, which goes to the  
10 issue of diversity jurisdiction. LFCL argues that the RFPs are overbroad. For example,  
11 in RFP No. 10, Z-Line asks for "documents and communications sufficient to  
12 demonstrate which assets of WFM were purchased by LFCL." LFCL argues that the  
13 only WFM assets relevant in this case are the '311 patent and the '485 patent.

14       The U.S. Patent and Trademark Office's Notice of Recordation of Assignment,  
15 dated January 30, 2014, shows that WFM assigned Patent Nos. '311 and '485 to assignee  
16 LFCL, with an effective date of May 31, 2013. *See* Leung Decl., Dkt. No. 38-1, Ex. 1.  
17 Less than two weeks after the assignment was recorded, Peter Attisha of LFCL sent a  
18 letter to Z-Line on February 11, 2014, asking it to continue its royalty payments to WFM,  
19 as "100% of those payments are then passed through to LFCL. None of these royalties  
20 are retained by WFM." Attisha Decl. ¶ 4, Dkt. No. 38-3. Apparently LFCL wishes to  
21 keep this arrangement for administrative purposes, as its principal place of business is in  
22 the British Virgin Islands and it has no bank accounts in the United States, only in  
23 Macau. Leung Decl. ¶ 9, Dkt. No. 38-1.

24       The court finds that LFCL need not produce an entirely un-redacted version of the  
25 APA under RFP No. 1. It need only produce the relevant parts as requested in RFP Nos.  
26 2-4 and 6. That information is relevant because it pertains to the question of whether  
27 there was a bona fide transfer of the patents that are subject to the royalties. In its initial  
28 response LFCL said it would produce this information, yet in the production redacted the

1 identities of the signatories and the date of signature. Because the information sought is  
2 relevant and WFM offered to produce it, the court **GRANTS in part** Z-Line’s motion  
3 and orders LFCL to provide further responses to RFP Nos. 2-4 and 6 by **April 21, 2017**.  
4 This information can be produced subject to the protective order.

5 The court **DENIES in part** Z-Line’s motion with respect to RFP Nos. 10 and 11,  
6 since the transfer of any other assets would not be relevant to royalties at issue in this  
7 litigation. Whether WFM retained certain assets or transferred additional assets to LFCL  
8 will have no bearing on the amount of royalties Z-Line owes on the ‘311 and ‘485 patents  
9 under the Agreement.

### 10 **B. Relationship Among Whalen LLC, WFM and LFCL.**

11 The parties did not provide any background as to Whalen, LLC and why Z-Line  
12 seeks information about it. So the court reviewed LFCL’s opposition to the motion to  
13 dismiss, where it explained that Whalen, LLC was created after the APA was executed,  
14 and that it and LFCL are wholly owned subsidiaries of Li & Fung Limited. Leung Decl.  
15 ¶ 8, Dkt. No. 38-1. Bonita Leung asked Z-Line to direct any communications relating to  
16 the audit to Ken Whalen of Whalen LLC, which “was done merely for Z-Line’s  
17 convenience and to reduce the parties’ administrative burden in negotiating with respect  
18 to the Agreement and LFCL’s requested audit.” *Id.* ¶ 10.

#### 19 **1. Whalen LLC Formation.**

20 Z-Line asked for Whalen LLC’s articles of incorporation (No. 12), where they  
21 were filed (No. 13), the filing and annual fees paid (No. 14), the required reports prepared  
22 (No. 15), identities of Whalen’s members (No. 16), the financial status of Whalen (No.  
23 20), its franchise tax reports (No. 21) and all annual management reports provided to  
24 investors (No. 22). LFCL responded that it is an entity distinct from Whalen, has no  
25 control over Whalen, and thus has no responsive documents in its possession.

26 As Ms. Leung explained in her declaration, Whalen LLC and LFCL are members  
27 of the same corporate family because they are each wholly owned subsidiaries of Li &  
28 Fung. Leung Decl. ¶ 10, Dkt. No. 38-1. At this point there is not enough information

1 before the court to indicate that LFCL exercises any control over Whalen LLC. The  
2 court therefore **DENIES** Z-Line’s motion to compel further responses to Whalen LLC.  
3 This denial is without prejudice to Z-Line seeking third-party discovery from Whalen  
4 LLC. Any third-party subpoena regarding this information must be served by **April 21,**  
5 **2017.**

## 6 **2. Payment of Royalties.**

7 Z-Line requested all correspondence between WFM and LFCL pertaining to the  
8 royalties to be paid by Z-Line (No. 17) and documents that show WFM has forwarded to  
9 LFCL all royalty payments (No. 18). In response to both RFPs, LFCL produced a one-  
10 page letter dated “July \_\_, 2016” that states:

11 This letter is to confirm our agreement that in the event that  
12 Whalen furniture manufacturing, Inc. ("WFM") receives any  
13 royalty payments from Z-Line Designs, Inc. in connection with  
14 the above-mentioned License Agreement, WFM will  
15 immediately deliver such payments to LF Centennial Limited  
16 ("LF Centennial"). Furthermore, WFM acknowledges that as a  
17 result of WFM's assignment of the 8,079,311 and 8,191,485  
18 patents to LF Centennial, WFM has no rights to, or interest in,  
any royalty payments relating to the License Agreement or any  
other benefits of the License Agreement. WFM acknowledges  
that all such rights and interests belong to LF Centennial.

19 The letter is signed by Alba Wylie, WFM’s Secretary.

20 Z-Line argues it is entitled to see all correspondence regarding the royalty  
21 payments so it can verify whether the “administrative business reasons” proffered for  
22 having WFM work as a “servicer” for the payments is corroborated by the actual  
23 communications between WFM and LFCL. LFCL argues that the request for “all  
24 correspondence” is overbroad because it would call for documents not related to WFM’s  
25 assignment of rights to the patents.

26 The court finds that RFP Nos. 17 and 18 seek relevant information as to the  
27 payment of royalties *specific to the patents*, and the request cannot be overly burdensome  
28 as Z-Line represents that it has made less than 20 royalty payments. To the extent the

1 RFPs may be construed as going beyond the scope of the patents, the court narrows them  
2 to only those royalty payments made under the Agreement. Thus, the court **GRANTS** in  
3 part Z-Line’s motion to compel, and orders LFCL to produce by **April 28, 2017** “All  
4 correspondence between WFM and LFCL pertaining to the royalties to be paid by Z-Line  
5 pursuant to the Settlement Agreement” (No. 17) and “Documents sufficient to show that  
6 WFM has forwarded to LFCL all royalty payments sent to WFM by Z-Line *pursuant to*  
7 *the Settlement Agreement*” (No. 18, as modified). While WFM’s Secretary’s letter may  
8 show that WFM does not have any rights to the royalties paid by Z-Line, under Rule 16  
9 the discovery sought is relevant and LFCL has not met its burden to show it is overly  
10 burdensome to produce. *See Earhugger*, 257 F.R.D. at 217.

11 **D. Joint Motion for Discovery Dispute No. 2.**

12 **A. The Licensing Agreement.**

13 In this discovery motion LFCL seeks financial information necessary to determine  
14 whether Z-Line has paid sufficient royalties under the Agreement. Before LFCL filed  
15 this suit, it sent a letter to Z-Line asking for an audit to cover the six quarters from July  
16 26, 2013 to December 31, 2014. Dalton Decl. Ex. 2. The letter also asked Z-Line to  
17 identify the number of licensed products sold when submitting a royalty payment per the  
18 Agreement, which the Agreement requires and which Z-Line had never done. *Id.* Z-Line  
19 responded that it need only provide a report identifying the number of licensed products  
20 sold during the preceding quarter; it also said that it had “been supplying the dollar value  
21 of products sold in order to allow you to calculate the royalty [and it would] no longer  
22 provide the dollar value and only provide the number of products sold.” Dalton Decl. Ex.  
23 3. Z-Line also objected to the six-quarter audit, arguing that because the Agreement  
24 called for only annual audits, the audit term was limited to four quarters, and not six. *Id.*

25 The Agreement calls for the following action:

26 ///

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28 ///

1 3.1. [WFM and LFCL, collectively] Whalen hereby grants Z-  
2 Line...a nonexclusive worldwide license to ...the Accused  
3 Products. Z-Line agrees to pay Whalen a per Licensed Product  
4 royalty of five percent (5%) based on the net sales amount...said  
5 royalty to be paid quarterly to Whalen *and provided with a report*  
6 *identifying the number of Licensed Products sold during the*  
7 *preceding quarter.*

8 3.2 Any audits to verify the amounts of the royalty payments  
9 will be conducted annually by an agreed upon third party  
10 accounting firm to be paid by Whalen.

11 Dalton Decl., Ex. 1 (emphasis added). To date, Z-Line has not allowed an audit nor has it  
12 provided information sufficient to allow LFCL to verify the amounts of royalty  
13 payments.

14 **B. Discovery At Issue.**

15 LFCL served RFPs on Z-Line on September 29, 2016 asking for specific financial  
16 documents, as those documents are defined in the Agreement. They include all  
17 documents regarding the licensed products that reflect sales (No. 1), revenue (No. 2),  
18 allowances and credits (No. 3), tax and shipping charges or returns (No. 4), net sales  
19 amount (No. 5), and communications pertaining to those categories of documents (Nos.  
20 6-10). Z-Line did not serve its responses until January 3, 2017. It stated general  
21 objections to the RFPs but also said—in response to each one—that it would “produce  
22 documents sufficient to show” the information requested. Z-Line then produced the  
23 actual documents on February 10, 2017. But it did not include any source documents  
24 such as purchase orders, invoices or other documents relevant to sales, revenues or the  
25 net sales amounts for the licensed products. Instead, Z-Line produced a 5800 line  
26 spreadsheet that refers to all of its products without identifying the licensed products  
27 subject to the Agreement.

28 **C. Timeliness.**

Z-Line argues that this motion is late under this chambers’ 45-day rule because Z-  
Line served its initial response to the September 29, 2016 RFPs on January 3, 2017. But

1 no dispute arose on that date because Z-Line said it would produce documents response  
2 to each RFP. The actual document production occurred on February 10, 2017, which was  
3 the first indication to LFCL that the responses were insufficient. February 10 thus  
4 constitutes the day the dispute arose. This motion was filed 35 days later on March 17,  
5 well within the 45-day time limit. For Z-Line to argue that this motion is late when it  
6 produced the actual documents 38 days after its initial response is disingenuous. The  
7 court overrules Z-Line's timeliness objection.

8 **D. Discussion.**

9 LFCL requested financial documents related only to the sales of the licensed  
10 products covered under the Agreement. In response, Z-Line produced a QuickBooks  
11 spreadsheet, "which contains a listing of *all* Z-Line products sold domestically within the  
12 relevant time period, not just the sale of the products which are addressed by the  
13 Settlement and License Agreement at issue here." Jt. Mtn., p.12 (emphasis in original).  
14 Z-Line also offers to produce additional reports generated by its Quickbooks application.  
15 It says it cannot produce the source documents themselves because it sells hundreds of  
16 products in large volumes, and the invoices reflecting these sales would be voluminous.  
17 Z-Line also argues that LFCL could have authenticated the spreadsheet information at the  
18 Rule 30(b)(6) deposition it took of its CFO on March 15, 2017.

19 At issue in this case are LFCL's claims for breach of the Agreement and breach of  
20 covenant of good faith and fair dealing, and request for an accounting. All these claims  
21 are based on a single issue: whether Z-Line paid adequate royalties to LFCL under the  
22 Agreement. LFCL propounded 10 narrowly tailored RFPs that are specifically tied to the  
23 language in the Agreement. The financial information sought regarding sales, revenue,  
24 allowances and credits, tax and shipping charges or returns, net sales amount and the  
25 associated communications are all relevant to the requested accounting for the royalty  
26 payments and whether Z-Line breached the Agreement and covenant of good faith and  
27 fair dealing. Z-Line's primary resistance to this discovery is that to produce it would be  
28 overly burdensome.

1 But Z-Line’s complaints of burden do not ring true when Z-Line already  
2 contractually obligated itself to make this information available to a third-party auditor,  
3 and also agreed to provide to LFCL “a report identifying the number of Licensed  
4 Products sold during the preceding quarter.” Dalton Decl. Ex. 1, § 3.1. Further, while Z-  
5 Line says the collection of source documents would be burdensome because it “sells  
6 hundreds of products which it sells in large volumes,” LFCL seeks information that  
7 relates only to the products subject to the license. *See* Jt. Mtn., p.13. For Z-Line to have  
8 produced a 5800-line document that includes sales information for *all* its products—  
9 without any information to identify the actual products subject to the license—is not  
10 responsive to any of the RFPs, and does nothing to promote the resolution of this lawsuit.  
11 Finally, it would have been inefficient for LFCL to question the CFO on 5800 lines of  
12 products, without knowing which of those products were actually subject to the license.

13 The court overrules Z-Line’s objections based on undue burden because it failed to  
14 carry its burden of showing why discovery of this highly relevant information should be  
15 denied. *See Earhugger*, 257 F.R.D. at 217. The court **GRANTS** LFCL’s motion in full,  
16 and **ORDERS** Z-Line to fully respond to RFP Nos. 1-10 by **April 28, 2017**.

17 **IT IS SO ORDERED.**

18 Dated: April 6, 2017

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20 Hon. Nita L. Stormes  
21 United States Magistrate Judge  
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