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7  
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9 **SUPERIOR COURT OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11 DR. IMAN SADEGHI, an individual,  
Plaintiff,  
12 v.

Case No. BC709376

Assigned for all purposes to Hon. Lia  
Martin, Dept. 16

13 PINSscreen, INC., a Delaware Corporation;  
14 DR. HAO LI, an individual; and DOES 1  
through 100,

**STIPULATION AND PROTECTIVE  
ORDER – CONFIDENTIAL AND  
HIGHLY CONFIDENTIAL  
DESIGNATIONS**

15  
16 Defendants

Complaint filed: June 11, 2018  
Trial date: January 5, 2021

17 **IT IS HEREBY STIPULATED** by and between Plaintiff Dr. Iman Sadeghi (“Plaintiff”)  
18 and Defendants Pinscreen, Inc. and Dr. Hao Li (“Defendants”) (collectively, the “Parties”), by  
19 and through their respective counsel of record, that in order to facilitate the exchange of  
20 information and documents which may be subject to confidentiality limitations on disclosure due  
21 to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

22 1. In this Stipulation and Protective Order, the words set forth below shall have the  
23 following meanings:

24 a. “Proceeding” means the above-entitled proceeding, Los Angeles Superior

1 Court Case No. BC709376.

2 b. “Court” means the Hon. Lia Martin, or any other judge to which this  
3 Proceeding may be assigned, including Court staff participating in such proceedings.

4 c. “Confidential” means any Documents, Testimony, or Information which is  
5 in the possession of a Designating Party who believes in good faith that such Documents,  
6 Testimony, or Information is entitled to confidential treatment under applicable law.

7 d. “Confidential Materials” means any Documents, Testimony, or  
8 Information as defined below designated as “Confidential” pursuant to the provisions of this  
9 Stipulation and Protective Order.

10 e. “Highly Confidential” means any information which belongs to a  
11 Designating Party who believes in good faith that the Disclosure of such information to another  
12 Party or non-Party would create a substantial risk of serious financial or other injury, including  
13 disclosure of trade secrets and confidential or proprietary intellectual property or otherwise highly  
14 sensitive information, that cannot be avoided by less restrictive means.

15 f. “Highly Confidential Materials” means any Documents, Testimony, or  
16 Information, as defined below, designated as “Highly Confidential” pursuant to the provisions of  
17 this Stipulation and Protective Order.

18 g. “Designating Party” means the party or parties that designate Documents,  
19 Testimony, or Information, as defined below, as “Confidential” or “Highly Confidential.” The  
20 Designating Party may be the Party (or Non-Party) who produces or provides the Documents,  
21 Testimony, or Information, or the Party (or Non-Party) who receives Documents, Testimony, or  
22 Information produced or provided by another Party (or Non-Party).

23 h. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give,  
24 or make available Materials, or any part thereof, or any information contained therein.

i. “Discovery Material”: all items or information, including but not limited  
to Documents, regardless of the medium or manner in which it is generated, stored, or maintained  
(including, among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in responses to discovery in this matter, including but not limited to responses to written  
2 discovery and Testimony.

3 j. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those  
4 terms are defined by California Evidence Code Sections 250, 255, and 260, and which have been  
5 produced in discovery in this Proceeding by any person or entity, and (ii) any copies,  
6 reproductions, or summaries of all or any part of the foregoing. The Parties understand that film,  
7 videotape or audiotape recordings, whether in analog or digital format, are “writings” under the  
8 Evidence Code pursuant to the holding in *Jones v. City of Los Angeles* (1993) 20 Cal.App.4th 436.

8 k. “Information” means the content of Documents or Testimony.

9 l. “Producing Party”: a Party or Non-Party that produces Discovery Material  
10 in this action.

11 m. “Receiving Party”: A Party that receives Discovery Material from a  
12 Producing Party.

13 n. “Testimony” means all depositions, declarations, or other testimony taken  
14 or used in this Proceeding.

14 2. The Designating Party shall have the right to designate as “Highly Confidential”  
15 only the non-public Documents, Testimony, or Information that the Designating Party in good  
16 faith believes would create a substantial risk of serious financial, trade secret, or other injury, if  
17 Disclosed to another Party or non-Party, and that such risk cannot be avoided by less restrictive  
18 means.

19 3. The entry of this Stipulation and Protective Order does not alter, waive, modify,  
20 or abridge any right, privilege, or protection otherwise available to any Party with respect to the  
21 discovery of matters, including but not limited to any Party’s right to assert the attorney-client  
22 privilege, the attorney work product doctrine, or other privileges, or any Party’s right to contest  
23 any such assertion.

24 4. Any Documents, Testimony, or Information that a Producing Party deems to be  
subject to this Protective Order to be designated as “Confidential” or “Highly Confidential” must

1 be clearly so designated before the Document, Testimony, or Information is Disclosed or  
2 produced; or, if the Receiving Party determines that any Documents, Testimony, or Information  
3 produced by a Producing Party and which have not been so designated by the Producing Party  
4 merit a designation, the Receiving Party shall be entitled to make such designation within 21 days  
5 of receipt of the Discovery Material containing such Documents, Testimony, or Information. The  
6 parties may agree that a case name and number are to be part of the “Highly Confidential”  
7 designation. The “Confidential” or “Highly Confidential” designation should not obscure or  
interfere with the legibility of the designated Information.

8 a. For Documents (apart from transcripts of depositions or other pretrial or  
9 trial proceedings), the Designating Party must affix the legend “Confidential” or “Highly  
10 Confidential” on each page of any Document containing such designated material.

11 b. For Testimony given in depositions the Designating Party may either:  
12 i. identify on the record, before the close of the deposition (or before  
13 the close of a single day’s testimony for depositions that are not completed), all “Confidential” or  
14 “Highly Confidential” Testimony, by specifying all portions of the Testimony that qualify as  
“Confidential” or “Highly Confidential;” or

15 ii. designate the entirety of the Testimony at the deposition as  
16 “Confidential” or “Highly Confidential” (before the deposition is concluded) with the right to  
17 identify more specific portions of the Testimony as to which protection is sought within 30 days  
18 following receipt of the deposition transcript. In circumstances where portions of the deposition  
19 Testimony are designated for protection, the transcript pages containing “Confidential” or  
20 “Highly Confidential” Information must be separately bound by the court reporter, who must  
21 affix to the top of each page the legend “Confidential” or “Highly Confidential,” as instructed by  
the Designating Party.

22 c. For Information produced in some form other than Documents, and for any  
23 other tangible items, including, without limitation, compact discs or DVDs, or electronically  
24 produced files, or film, videotape, or audiotape recordings, the Designating Party must affix in a

1 prominent place on the exterior of the container or containers in which the Information or item is  
2 stored the legend “Confidential” or “Highly Confidential.” If only portions of the Information or  
3 item warrant protection, the Designating Party, to the extent practicable, shall identify the  
4 “Confidential” or “Highly Confidential” portions in a separate designation log, which shall  
5 identify the confidential portion of any such document with sufficient particularity to permit a  
6 non-Designating Party to readily identify such portions.

7 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
8 Proceedings of any Document, Testimony, or Information during discovery in this Proceeding  
9 without a “Confidential” or “Highly Confidential” designation, shall be without prejudice to any  
10 claim that such item is “Confidential” or “Highly Confidential” and such Party shall not be held  
11 to have waived any rights by such inadvertent production. In the event that any Document,  
12 Testimony, or Information that is subject to a “Confidential” or “Highly Confidential” designation  
13 is inadvertently produced without such designation, the Party that inadvertently produced the  
14 document shall give written notice of such inadvertent production within twenty (20) days of  
15 discovery of the inadvertent production, together with a further copy of the subject Document,  
16 Testimony, or Information designated as “Confidential” or “Highly Confidential” (the  
17 “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party  
18 that received the inadvertently produced Document, Testimony, or Information shall promptly  
19 destroy the inadvertently produced Document, Testimony, or Information and all copies thereof,  
20 or, at the expense of the producing Party, return such together with all copies of such Document,  
21 Testimony or Information to counsel for the producing Party and shall retain only the  
22 “Confidential” or “Highly Confidential” materials. Should the receiving Party choose to destroy  
23 such inadvertently produced Document, Testimony, or Information, the receiving Party shall  
24 notify the producing Party in writing of such destruction within ten (10) days of receipt of written  
notice of the inadvertent production. This provision is not intended to apply to any inadvertent  
production of any Document, Testimony, or Information protected by attorney-client or work  
product privileges. In the event that this provision conflicts with any applicable law regarding

1 waiver of confidentiality through the inadvertent production of Documents, Testimony or  
2 Information, such law shall govern.

3           6.       The Parties recognize that documents not designated “Confidential” or “Highly  
4 Confidential” may nonetheless contain information or material that is private or privileged. The  
5 Parties therefore agree that any and all Discovery Materials, whether non-designated or designated  
6 as “Confidential” or “Highly Confidential,” shall not be made publicly available on the Internet,  
7 or through any form of mass distribution or mailing, unless those Discovery Materials are  
8 contained in support of or as part of an unsealed pleading filed with the Court.

9           7.       In the event that counsel for a Party receiving Documents, Testimony or  
10 Information in discovery designated as “Confidential” or “Highly Confidential” objects to such  
11 designation with respect to any or all of such items, said counsel shall advise counsel for the  
12 Designating Party, in writing, of such objections, the specific Documents, Testimony or  
13 Information to which each objection pertains, and the specific reasons and support for such  
14 objections (the “Designation Objections”). Counsel for the Designating Party shall have thirty (30)  
15 days from receipt of the written Designation Objections to either (a) agree in writing to de-  
16 designate Documents, Testimony, or Information pursuant to any or all of the Designation  
17 Objections and/or (b) file a motion with the Court seeking to uphold any or all designations on  
18 Documents, Testimony, or Information addressed by the Designation Objections (the “Designation  
19 Motion”). Pending a resolution of the Designation Motion by the Court, any and all existing  
20 designations on the Documents, Testimony, or Information at issue in such Motion shall remain  
21 in place. The Designating Party shall have the burden on any Designation Motion of establishing  
22 the applicability of its “Confidential” or “Highly Confidential” designation. In the event that the  
23 Designation Objections are neither timely agreed to nor timely addressed in the Designation  
24 Motion, then such Documents, Testimony, or Information shall be de-designated in accordance  
with the Designation Objection applicable to such material.

          8.       Access to and/or Disclosure of Confidential Materials shall be permitted only to  
the following persons or entities:

1 a. the Court;

2 b. the Party(ies);

3 c. (1) Attorneys of record in the Proceeding and their affiliated attorneys,  
4 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in  
5 the Proceeding and are not employees of any Party; (2) In-house counsel to the undersigned  
6 Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided,  
7 however, that each non-lawyer given access to Confidential Materials shall be advised that such  
8 materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and  
9 Protective Order and that they may not be Disclosed other than pursuant to its terms;

10 d. those officers, directors, partners, members, employees and agents of all  
11 non-designating Parties that counsel for such Parties deems necessary to aid counsel in the  
12 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of  
13 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel  
14 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order  
15 to such person, shall explain that such person is bound to follow the terms of such Order, and  
16 shall secure the signature of such person on a statement in the form attached hereto as Exhibit A;

17 d. court reporters in this Proceeding (whether at depositions, hearings, or any  
18 other proceeding);

19 e. any deposition, trial, or hearing witness in the Proceeding who previously  
20 has had access to the Confidential Materials, or who is currently or was previously an officer,  
21 director, partner, member, employee or agent of an entity that has had access to the Confidential  
22 Materials;

23 f. any deposition or non-trial hearing witness in the Proceeding who  
24 previously did not have access to the Confidential Materials; provided, however, that each such  
witness given access to Confidential Materials shall be advised that such materials are being  
Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
that they may not be Disclosed other than pursuant to its terms;

1 g. mock jury participants, provided, however, that prior to the Disclosure of  
2 Confidential Materials to any such mock jury participant, counsel for the Party making the  
3 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
4 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
5 of such person on a statement in the form attached hereto as Exhibit A.

6 h. outside experts or expert consultants consulted by the undersigned Parties  
7 or their counsel in connection with the Proceeding, whether or not retained to testify at any  
8 oral hearing; provided, however, that prior to the Disclosure of Confidential Materials to any  
9 such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a  
10 copy of this Stipulation and Protective Order to such person, shall explain its terms to such  
11 person, and shall secure the signature of such person on a statement in the form attached hereto  
12 as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or threatened  
13 breach of this Stipulation and Protective Order by any such expert or expert consultant, to  
14 promptly notify counsel for the Designating Party of such breach or threatened breach; and

15 i. any other person or entity that the Designating Party agrees to in writing.

16 9. Access to and/or Disclosure of Highly Confidential Materials shall be permitted  
17 only to the following persons or entities:

18 a. Attorneys of Record for the Parties, their partners and associates, and staff  
19 and supporting personnel of such attorneys, such as paralegal assistants, secretarial,  
20 stenographic and clerical employees and contractors, and outside copying services, who are  
21 working on this Proceeding (or any further proceedings herein) under the direction of such  
22 attorneys and to whom it is necessary that the Highly Confidential Materials be Disclosed for  
23 purposes of this Proceeding. Such employees, assistants, contractors and agents to whom  
24 such access is permitted and/or Disclosure is made shall, prior to such access or Disclosure,  
be advised of, and become subject to, the provisions of this Protective Order;

b. the Designating Party(ies);

c. outside experts or expert consultants consulted by the undersigned Parties



1 or their counsel in connection with the Proceeding, whether or not retained to testify at any  
2 oral hearing; provided, however, that prior to the Disclosure of Highly Confidential Materials  
3 to any such expert or expert consultant, counsel for the Party making the Disclosure shall  
4 deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms  
5 to such person, and shall secure the signature of such person on a statement in the form  
6 attached hereto as Exhibit A prior to the Disclosure of Highly Confidential Materials. It shall  
7 be the obligation of Trial Counsel, upon learning of any breach or threatened breach of this  
8 Stipulation and Protective Order by any such expert or expert consultant, to promptly notify  
9 Trial Counsel for the Designating Party of such breach or threatened breach;

10 d. any person who authored, received, saw or was otherwise familiar with  
11 Documents, Testimony, or Information or thing designated “Highly Confidential,” including any  
12 person otherwise familiar with the Highly Confidential Information contained therein, but only  
13 to the extent of that person’s prior familiarity with the Highly Confidential Information;

14 e. court reporters in this Proceeding (whether at depositions, hearings, or any  
15 other proceeding); and

16 f. the Court

17 10. Confidential Materials and Highly Confidential Materials shall be used by the  
18 persons or entities receiving them only for the purposes of preparing for, conducting, participating  
19 in the conduct of, and/or prosecuting and/or defending the Proceeding, and not for any business  
20 or other purpose whatsoever.

21 11. Challenging Confidentiality Designations.

22 a. Timing of Challenges. Any Party or Non-Party may challenge a designation  
23 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
challenge a confidentiality designation by electing not to mount a challenge promptly after the  
original designation is disclosed.

1           b.       Meet and Confer. The Challenging Party shall initiate the dispute resolution  
2 process by providing written notice of each designation it is challenging and describing the basis  
3 for each challenge.. The parties shall attempt to resolve each challenge in good faith and must  
4 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
5 are not sufficient) within 14 days of the date of service of notice unless extended by written  
6 agreement of the parties. In conferring, the Challenging Party must explain the basis for its belief  
7 that the confidentiality designation was not proper and must give the Designating Party an  
8 opportunity to review the designated material, to reconsider the circumstances, and, if no change  
9 in designation is offered, to explain the basis for the chosen designation. A Challenging Party may  
10 proceed to the next stage of the challenge process only if it has engaged in this meet and confer  
11 process first or establishes that the Designating Party is unwilling to participate in the meet and  
12 confer process in a timely manner.

13           c.       Judicial Intervention. If the Parties cannot resolve a challenge without court  
14 intervention, the Parties shall first attempt to resolve the challenge through use of the Court’s  
15 Informal Discovery Conference (“IDC”) procedures, to the extent applicable to such challenge. If  
16 the IDC process is unsuccessful or otherwise inapplicable, the Designating Party shall file and  
17 serve a motion to retain confidentiality within 21 days following receipt of the initial notice of  
18 challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve  
19 their dispute or the IDC process failed to resolve the dispute, whichever is earlier, unless extended  
20 by written agreement of the parties. Each such motion must be accompanied by a competent  
21 declaration affirming that the movant has complied with the meet and confer requirements imposed  
22 in the preceding paragraph. Failure by the Designating Party to make such a motion including the  
23 required declaration within 21 days (or 14 days, if applicable), unless extended by written  
24 agreement, shall automatically waive the confidentiality designation for each challenged  
25 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
26 designation at any time if there is good cause for doing so, including a challenge to the designation  
27 of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision

1 must be accompanied by a competent declaration affirming that the movant has complied with the  
2 meet and confer requirements imposed by the preceding paragraph.

3 d. The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. However, the burden of persuasion shall shift to the Challenging Party to avoid  
5 an abuse of the process (a) after the Challenging Party makes two (2) consecutive unsuccessful  
6 challenges, or (b) after the Court rules that any challenge was frivolous or made for an improper  
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties). The burden  
8 of persuasion shall shift back to the Designating Party under the same conditions as applicable to  
the Challenging Party.

9 12. Any Party to the Proceeding (or other person subject to the terms of this Stipulation  
10 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
11 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

12 13. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
Protective Order shall not:

13 a. operate as an admission by any person that any particular Document,  
14 Testimony, or Information marked “Confidential” or “Highly Confidential” contains or reflects  
15 trade secrets, proprietary, confidential or competitively sensitive business, commercial, financial  
16 or personal information; or

17 b. prejudice in any way the right of any Party (or any other person subject to  
18 the terms of this Stipulation and Protective Order):

19 i. to seek a determination by the Court of whether any particular  
20 Confidential Materials or Highly Confidential Materials should be subject to protection under the  
terms of this Stipulation and Protective Order; or

21 ii. to seek relief from the Court on appropriate notice to all other  
22 Parties to the Proceeding from any provision(s) of this Stipulation and Protective Order, either  
23 generally or as to any particular Document, Material or Information.

24 14. Any Party to the Proceeding who has not executed this Stipulation and Protective

1 Order as of the time it is presented to the Court for signature may thereafter become a Party to  
2 this Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing  
3 the same with the Court, and serving copies of such signed and dated copy upon the other Parties  
4 to this Stipulation and Protective Order.

5 15. Any Information that may be produced by a non-Party witness in discovery in the  
6 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
7 "Confidential" or "Highly Confidential" under the terms of this Stipulation and Protective Order,  
8 and any such designation by a non-Party shall have the same force and effect, and create the same  
9 duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation  
10 shall also function as consent by such producing non-Party to the authority of the Court in the  
11 Proceeding to resolve and conclusively determine any motion or other application made by any  
12 person or Party with respect to such designation, or any other matter otherwise arising under this  
13 Stipulation and Protective Order.

14 16. If any person subject to this Stipulation and Protective Order who has custody of  
15 any Confidential Materials or Highly Confidential Materials receives a subpoena or other process  
16 ("Subpoena") from any government or other person or entity demanding production of such  
17 materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail  
18 transmission, followed by either express mail or overnight delivery to counsel of record for the  
19 Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of  
20 this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or  
21 limit the Subpoena, otherwise oppose production of the Confidential Materials or Highly  
22 Confidential Materials, and/or seek to obtain confidential treatment of such materials from the  
23 subpoenaing person or entity to the fullest extent available under law. The recipient of the  
24 Subpoena may not produce any Confidential Materials or Highly Confidential Materials pursuant  
to the Subpoena prior to the date specified for production on the Subpoena.

17. Nothing in this Stipulation and Protective Order shall be construed to preclude  
either Party from asserting in good faith that certain Confidential Materials or Highly Confidential

1 Materials require additional protection. The Parties shall meet and confer to agree upon the terms  
2 of such additional protection.

3 18. If, after execution of this Stipulation and Protective Order, any Confidential  
4 Materials or Highly Confidential Materials submitted by a Designating Party under the terms of  
5 this Stipulation and Protective Order is Disclosed by a non-Designating Party to any person other  
6 than in the manner authorized by this Stipulation and Protective Order, the non-Designating Party  
7 responsible for the Disclosure shall bring all pertinent facts relating to the Disclosure of such  
8 Confidential Materials or Highly Confidential Materials to the immediate attention of the  
9 Designating Party.

10 19. This Stipulation and Protective Order is entered into without prejudice to the right  
11 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
12 Confidential Materials or Highly Confidential Materials designated by that Party. If the  
13 Designating Party uses Confidential Materials or Highly Confidential Materials in a non-  
14 Confidential manner, then the Designating Party shall advise that the designation no longer  
15 applies.

16 20. Where any Confidential Materials or Highly Confidential Materials, or  
17 Information derived therefrom, is included in any motion or other proceeding governed by  
18 California Rules of Court, Rules 2.550 and 2.551, the Parties and any involved non-party shall  
19 follow those rules. With respect to discovery motions or other proceedings not governed by  
20 California Rules of Court, Rules 2.550 and 2.551, the following shall apply: If Confidential  
21 Materials, Highly Confidential Materials, or Information derived therefrom are submitted to or  
22 otherwise disclosed to the Court in connection with discovery motions and proceedings, the same  
23 shall be separately filed under seal with the clerk of the Court in an envelope marked:  
24 “CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND  
WITHOUT ANY FURTHER SEALING ORDER REQUIRED.”

21. The Parties shall meet and confer regarding the procedures for use of any  
Confidential Materials or Highly Confidential Materials at trial and shall move the Court for entry

1 of an appropriate order.

2 22. Nothing in this Stipulation and Protective Order shall affect the admissibility into  
3 evidence of Confidential Materials or Highly Confidential Materials, or abridge the rights of any  
4 person to seek judicial review or to pursue other appropriate judicial action with respect to any  
5 ruling made by the Court concerning the issue of the status of any Confidential Materials or  
6 Highly Confidential Materials.

7 23. This Stipulation and Protective Order shall continue to be binding after the  
8 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
9 that a Party may seek the written permission of the Designating Party or may move the Court for  
10 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
11 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
12 Order, even after the Proceeding is terminated.

13 24. Upon written request made within thirty (30) days after the settlement or other  
14 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
15 promptly return to counsel for each Designating Party all Confidential Materials and Highly  
16 Confidential Materials, and all copies thereof (except that counsel for each Party may maintain in  
17 its files, in continuing compliance with the terms of this Stipulation and Protective Order, all work  
18 product, one copy of Confidential Materials and Highly Confidential Materials produced in  
19 discovery and one copy of each pleading filed with the Court [and one copy of each deposition  
20 together with the exhibits marked at the deposition)]\*, (b) agree with counsel for the Designating  
21 Party upon appropriate methods and certification of destruction or other disposition of such  
22 materials, or (c) as to any Documents, Testimony, or other Information not addressed by sub-  
23 paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such  
24 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review  
and rule upon the motion referred to in sub-paragraph (c) herein. \*[The bracketed portion of this  
provision shall be subject to agreement between counsel for the Parties in each case.]

1           25. After this Stipulation and Protective Order has been signed by counsel for all  
2 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set  
3 forth herein with regard to any Confidential Materials or Highly Confidential Materials that have  
4 been produced before the Court signs this Stipulation and Protective Order.

5           26. The Parties and all signatories to the Certification attached hereto as Exhibit A  
6 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the  
7 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event  
8 that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation  
9 and Protective Order until such time as the Court may enter such a different Order. It is the Parties'  
10 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to  
11 allow for immediate production of Confidential Materials and Highly Confidential Materials  
12 under the terms herein.

This Stipulation and Protective Order may be executed in counterparts.

13 Dated: March 4, 2020

GRAYVER LAW GROUP, P.C.

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.


15 By:  \_\_\_\_\_

Leonard Grayver  
Benjamin Davidson

17 Attorneys for PINSCREEN, INC. and DR. HAO LI

18 Dated: March 4, 2020

FERNALD LAW GROUP, APC

20 By:  \_\_\_\_\_

Adam P. Zaffos, Esq.

22 Attorneys for DR. IMAN SADEGHI

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**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**

Dated: T a&@FFZGGE



**Lia Martin**

THE HONORABLE LIA MARTIN  
Lia Martin / Judge

[Redacted signature area]



1 **EXHIBIT A**

2  
3 **CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

4  
5 I hereby acknowledge that I, \_\_\_\_\_[NAME],  
6 \_\_\_\_\_ [POSITION AND EMPLOYER], am  
7 about to receive Confidential Materials and/or Highly Confidential Materials supplied in  
8 connection with the Proceeding, (BC709376.). I certify that I understand that the Confidential  
9 Materials and/or Highly Confidential Materials are provided to me subject to the terms and  
10 restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a  
11 copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

12 I understand that the Confidential Materials and Highly Confidential Materials, as  
13 defined in the Stipulation and Protective Order, including any notes or other records that may be  
14 made regarding any such materials, shall not be Disclosed to anyone except as expressly  
15 permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the  
16 purposes of this Proceeding, any Confidential Materials or Highly Confidential Materials  
17 obtained pursuant to this Stipulation and Protective Order, except as provided therein or  
18 otherwise ordered by the Court in the Proceeding.

19 I further understand that I am to retain all copies of all Confidential Materials and  
20 Highly Confidential Materials provided to me in the Proceeding in a secure manner, and that all  
21 copies of such materials are to remain in my personal custody until termination of my  
22 participation in this Proceeding, whereupon the copies of such materials will be returned to  
23 counsel who provided me with such materials.

24 I declare under penalty of perjury, under the laws of the State of  
California, that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at  
\_\_\_\_\_.

1 DATED: \_\_\_\_\_

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

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3 Title \_\_\_\_\_

4 Address \_\_\_\_\_

5 City, State, Zip \_\_\_\_\_

6 Telephone Number \_\_\_\_\_

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