

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

HANGZHOU GOLDEN SUN AUTOPARTS CO., LTD. d/b/a

KINFOR GROUP v. UNDERCOVER, INC. and LAURMARK

ENTERPRISES, INC. d/b/a BAK INDUSTRIES

No. 2:25-cv-02410-JAD-BNW, United States District Court for the District of Nevada (January 13, 2026)

SUMMARY

This document is a stipulation and order in the U.S. District Court for the District of Nevada concerning a January 5, 2026 hearing transcript. The parties agree to temporarily maintain the transcript under seal and extend the deadline for filing a motion or stipulation to redact confidential commercial information. The court ordered the stipulation on January 13, 2026.

OPINION

1 || Rory T. Kay (NSBN 12416) Kiley A. Harrison (NSBN 16092) 2 || McDONALD CARANO
LLP 2300 West Sahara Avenue, Suite 1200 3 || Las Vegas, Nevada 89102 Telephone: (702) 873-
4100 4 || rkay@mcdonaldcarano.com kharrison@mcdonaldcarano.com Scott D. Barnett (has
complied with LR IA 11-2) 6 || HONIGMAN LLP 39400 Woodward Ave., Suite 101 7 ||
Bloomfield Hills, MI 48304 Telephone: (248) 566-8300 8 || SBarnett@honigman.com 9 || David J.
Thomas (has complied with LR IA 11-2) HONIGMAN LLP 10 || 2290 First National Building
660 Woodward Ave 11 || Detroit, MI 48226 Telephone: (313) 465-7000 12 ||
DThomas@honigman.com 28 13 || Aaron D. Bray (has complied with LR IA 11-2) HONIGMAN
LLP 1||321N.

Clark St, Suite 500 Ea Chicago, IL 60654 u5 15)! Telephone: (312) 701-9300 a
ABray@honigman.com < 5 16 a Attorneys for Hangzhou Golden Sun Autoparts 3 17 || Co., Ltd.
d/b/a Kinfor Group 18 UNITED STATES DISTRICT COURT 19 DISTRICT OF NEVADA 20 ||
HANGZHOU GOLDEN SUN AUTOPARTS Case No. 2:25-cv-02410-JAD-BNW CO., LTD.
d/b/a KINFOR GROUP, 21 STIPULATION AND ORDER TO Movant, TEMPORARILY SEAL
JANUARY 5, 2026 22 HEARING TRANSCRIPT AND EXTEND v. DEADLINE TO FILE
MOTION OR 23 STIPULATION TO REDACT THE JANUARY UNDERCOVER, INC. and
LAURMARK 5, 2026 HEARING TRANSCRIPT 24 || ENTERPRISES, INC. d/b/a BAK
INDUSTRIES, 25 (FIRST REQUEST) Respondents.

26 27 28 1 Pursuant to Local Rules IA 6-1, IA 6-2, and 7-1, Movant Hangzhou Golden Sun
Autoparts 2||Co., Ltd. d/b/a Kinfor Group (“Kinfor”) and Respondents UnderCover, Inc. and

Laurmark 3 || Enterprises, Inc. d/b/a BAK Industries (“Respondents”) stipulate and agree as follows: 4 1.

On January 5, 2026, the Court held a hearing on the following: 5 a. Kinfor’s Motion to Quash (ECF No. 1); 6 b. Kinfor’s Motion for Leave to File Under Seal its Motion to Quash, This 7 Motion, and the Exhibits Attached to Both Motions (ECF No. 2); and 8 c. Respondents’ Motion for Leave to File Under Seal Respondents’ Opposition 9 to Kinfor’s Motion to Quash (ECF No. 10). } See ECF No. 17.

11 2. At the hearing, Kinfor’s counsel requested to seal the hearing. The Court temporarily 12 } sealed the hearing but ordered that Kinfor either file a motion or stipulation to seal the hearing by 28 13 || January 15, 2026. See ECF No. 17.

The Court further ordered that an opposition, if any, was be filed within seven (7) days of the motion and that no replies would be necessary. /d. 15 3. The instant Motion to Quash is a discovery motion only tangentially related to the 16 || underlying cause of action in the issuing court, and thus the good cause standard applies. See In 17 || re Midland Nat.

Life Ins. Co. Annuity Sales Prac. Litig., 686 F.3d 1115, 1119 (9th Cir. 2012). 18 4. Nonetheless, in a related (now closed) action involving the same parties— 19 || Undercover, Inc. et al v. Hangzhou Golden Sun Autoparts Co. Ltd., No. 2:25-cv-02145-JAD-BNW || (D. Nev. 2025)—the Court previously granted Respondents’ motion to seal under the higher “compelling reasons” standard because the subject “documents contain[ed] sensitive commercial 22 || information that would harm a litigant’s business standing if it remains on the public docket.” 23 || Undercover, No. 2:25-cv-02145, ECF No. 19; see also Kamakana vy.

City and Cnty. of Honolulu, 447 F.3d 1172, 1179 (9th Cir. 2006). 25 5. The same sensitive commercial information—namely, the existence and details of a 26 || particular commercial relationship—was discussed at the January 5 hearing. This information is 27 || confidential and non-public, and its disclosure would cause harm to Kinfor’s private business 28 || interests.

ECF No. 2 at 4-5 (citing id., Exhibit A (“Xu Declaration”) J§ 2-6); ECF No. 10 at 4-5; 1|| see also Upmann Sanchez Turf and Landscape, Inc. v. US TURF, LLC, No. 2:21-cv-01749-JCM- 2|| DJA, 2023 WL 2610178, at *5 (D. Nev. Mar. 23, 2023) (compelling reasons existed to seal || documents that “contain[ed] customer names and contact information” where plaintiff had “taken 4|| steps to protect competitive information from [the other party] and from outside competitors”); || Resorts World Las Vegas LLC v. Rock Fuel Media, Inc., No. 2:21-cv-02218-JAD-VCF, 2025 WL 6 || 2242850, at *1 (D.

Nev. Aug. 6, 2025) (finding that compelling reasons existed to seal 7\| “confidential, sensitive business information and _ potential trade secrets”); AFL 8 || Telecommunications LLC y. SurplusEQ.com Inc., 946 F. Supp. 2d 928, 947 (D. Ariz. 2013) || (compelling reasons existed to

seal exhibits containing “information that could cause competitive 10 || harm if publicly divulged”).

11 6. The parties agree, however, that redacting the hearing transcript (instead of sealing 12 || the entire transcript) will be sufficient to protect the confidential and non-public information that 28 13 || was discussed at the hearing. See *Harper v. Nevada Property 1, LLC*, 552 F.Supp.3d 1033, 1040- 41 (D. Nev. 2021) (requests to seal should be “narrowly tailored”).

15 7. Therefore, the parties stipulate that the Court extend the deadline to file a motion or 16 || stipulation to redact the hearing transcript from January 15, 2026 to ten (10) days after the parties 17 || receive the transcript. This will permit Kinfor to attach a proposed redacted version to the motion 18 || (or Kinfor and Respondents, jointly, by stipulation) for the Court’s consideration.

This is the 19 || parties’ first request to extend this deadline. 20 8. The parties further stipulate to the January 5 hearing transcript temporarily remaining under seal until the Court decides Kinfor’s motion or the parties’ stipulation to redact the hearing 22 || transcript. 23 || /// || /// || /// □□ || /// 28 || 19. This stipulation is made in good faith and not for the purposes of delay.

2 Dated this 12th day of January, 2026. 3 || McDONALD CARANO LLP DICKINSON WRIGHT PLLC By: /s/ Kiley A. Harrison By: /s/ Steven A. Caloiaro 5 Rory T. Kay (NSBN 12416) Steven A. Caloiaro (NSBN 12344 Kiley A. Harrison (NSBN 16092) 100 West Liberty Street, Suite 940 6 2300 West Sahara Avenue, Suite 1200 Reno, NV 89501 Las Vegas, Nevada 89102 Tel: (775) 343-7500 7 Telephone: (702) 873-4100 Fax: (844) 670-6009 rkay@mcdonaldcarano.com scaloiaro@dickinsonwright.com 8 kharrison@medonaldcarano.com Jordan M. Marchello (NSBN 16926) 9 Scott D. Barnett (has complied with LR IA 3883 Howard Hughes Pkwy., Suite 800 11-2) Las Vegas, NV 89169 10 HONIGMAN LLP Tel.: (702) 550-4400 39400 Woodward Ave., Suite 101 Fax: (844) 670-6009 6 1] Bloomfield Hills, MI 48304 ymarchello@dickinsonwright.com Telephone: (248) 566-8300 12 SBarnett@honigman.com Attorneys for Plaintiffs Undercover, Inc. and Laurmark Enterprises, Inc. d/b/a 13 David J. Thomas (has complied with LR IA BAK Industries 23 11-2) 14 HONIGMAN LLP 5 2290 First National Building 15 660 Woodward Ave GS Detroit, MI 48226 <2 16 Telephone: (313) 465-7000 DThomas@honigman.com 17 Aaron D. Bray (has complied with LR IA 8 18 11-2) HONIGMAN LLP 19 321 N. Clark St, Suite 500 Chicago, IL 60654 20 Telephone: (312) 701-9300 ABray@honigman.com 21 Attorneys for Hangzhou Golden Sun 22 Autoparts Co., Ltd. d/b/a Kinfor Group 23 IT IS SO ORDERED: 24 KK pm La WEES 26 UNITED STATES MAGISTRATE JUDGE 27 DATED: January 13, 2026 28