

**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)

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**OPINION**

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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, Kinfo's counsel requested to seal the hearing. The Court temporarily 12 } sealed the hearing but ordered that Kinfo 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 to 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 Kinfo'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 Kinfo to attach a proposed redacted version to the  
motion 18 || (or Kinfo 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 Kinfo's  
motion or the parties' stipulation to redact the hearing 22 || transcript. 23 || /// } /// || /// □□ /// || ///  
28 || /// 1 9. This stipulation is made in good faith and not for the purposes of delay.

2 Dated this 12" day of January, 2026. 3 || McDONALD CARANO LLP DICKINSON WRIGHT  
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Hangzhou Golden Sun 22 Autoparts Co., Ltd. d/b/a Kinfo Group 23 IT IS SO ORDERED: 24  
KK pm La WEES 26 UNITED STATES MAGISTRATE JUDGE 27 DATED: January 13, 2026  
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