

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

A-Sha Foods USA Co., Inc. v. Momo Orchard Holdings, Inc.

A-Sha Foods · No. 2:25-cv-07140-SVW-MBK · Decided November 21, 2025

SUMMARY

This document is a stipulated protective order entered in A-Sha Foods USA Co., Inc. v. Momo Orchard Holdings, Inc. in the United States District Court for the Central District of California. It governs the designation, disclosure, use, challenge, filing, and disposition of confidential and highly confidential discovery materials. The order was stipulated to and entered on November 21, 2025, by Magistrate Judge Michael B. Kaufman.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Michael B. Kaufman
DECIDED	November 21, 2025
DOCKET	2:25-cv-07140-SVW-MBK
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential and highly confidential discovery material, and the magistrate judge entered the order.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- discovery dispute
- civil procedure
- commercial litigation
- commercial

PRACTICE AREAS

- civil procedure
- commercial litigation
- commercial

QUESTIONS PRESENTED

- Whether the court should enter the parties' stipulated protective order governing designation, use, disclosure, challenge, filing, and disposition of confidential discovery material.
- What procedures and standards should govern the treatment of confidential and highly confidential material produced in discovery.

HOLDINGS

1. The court entered the stipulated protective order and limited its protections to specific information or items that qualify for confidential treatment under applicable legal principles, rather than granting blanket protection to all discovery.
2. Protected material may be used only to prosecute, defend, or attempt to settle the action and may be disclosed only to the persons and under the conditions specified in the protective order.
3. A party or nonparty may challenge a confidentiality designation consistent with the scheduling order and applicable meet-and-confer procedures, but the designating party bears the burden of persuasion and the material remains protected until the court rules on the challenge.
4. The protective order does not itself authorize filing material under seal; a party seeking to seal protected material must comply with Civil Local Rule 79-5 and obtain a court order authorizing sealing of the specific material.
5. After final disposition, upon written request and within 60 days, each receiving party must return or destroy protected material and provide written certification, subject to counsel's right to retain specified archival materials that remain subject to the protective order.

KEY QUOTATIONS

“The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.” (§ 1.1)

“Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good cause must be shown in the request to file under seal.” (§ 12.3)

“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action.” (§ 7.1)

FACTUAL BACKGROUND

The action involves competitors in the packaged noodle market and is expected to require discovery concerning trade secrets, noodle formulations, manufacturing methods, supplier and retailer terms, marketing expenditures, product roadmaps, investor materials, and other proprietary commercial information. The parties represented that disclosure of such material could cause competitive harm and could implicate third-party confidential information. Based on those representations, they sought a narrowly tailored protective order limiting use and disclosure of qualifying discovery material.

PROCEDURAL HISTORY

A-Sha Foods USA Co., Inc. and A-Sha Republic Inc. brought an action against Momo Orchard Holdings, Inc., which asserted a counterclaim against A-Sha Foods. The parties submitted a proposed stipulated protective order concerning discovery materials, and the court approved and entered it on November 21, 2025.

DISPOSITION

other

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)

OPINION

A-SHA FOODS USA CO., INC. v. MOMO ORCHARD HOLDINGS, INC.
PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN DIVISION

11

12 A-SHA FOODS USA CO., INC., a

Case No. 2:25-cv-07140-SVW-MBK California corporation, A-SHA 13 REPUBLIC INC., a
Taiwanese [PROPOSED] STIPULATED 14 corporation, PROTECTIVE ORDER 15 Plaintiff, 16
v. 17

MOMO ORCHARD HOLDINGS, INC.,

18 a Delaware corporation, and DOES 1 through 100, inclusive, 19 Defendants. 20

MOMO ORCHARD HOLDINGS, INC.,

21 a Delaware corporation, 22 Counterclaimant, 23 v. 24

A-SHA FOODS USA CO.,INC., a

25 California corporation, 26 Counter-Defendant. 27 28

1 1. GENERAL

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve 3 production of
confidential, proprietary, or private information for which special 4 protection from public
disclosure and from use for any purpose other than prosecuting 5 this litigation may be warranted.
Accordingly, the parties hereby stipulate to and 6 petition the Court to enter the following
Stipulated Protective Order. The parties 7 acknowledge that this Order does not confer blanket
protections on all disclosures or 8 responses to discovery and that the protection it affords from
public disclosure and 9 use extends only to the limited information or items that are entitled to
confidential 10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle 12 them to
file confidential information under seal; Civil Local Rule 79-5 sets forth the 13 procedures that
must be followed and the standards that will be applied when a party 14 seeks permission from the
court to file material under seal. 15 1.2 Good Cause Statement. 16 This action is likely to involve

trade secrets, confidential customer and pricing 17 information, and other valuable commercial, financial, technical, and proprietary 18 materials consisting of, among other things, packaged noodle formulations and 19 manufacturing methods, supplier and retailer terms, marketing spend, product 20 roadmaps, and nonpublic investor materials. Public disclosure would cause 21 substantial competitive harm to all parties because Plaintiffs and Defendant are direct 22 competitors in the packaged noodle market, and discovery in this case will likely 23 include proprietary information and strategies and supplier/customer terms. The 24 materials also likely include third-party confidential information (including from 25 retailers, manufacturers, and investors) and information protected from disclosure by 26 statute, rule, or common law. A narrowly tailored protective order is warranted to 27 prevent public disclosure and restrict use of confidential materials to this litigation. 28 Accordingly, to expedite the flow of information, to facilitate the prompt 1 resolution of disputes over confidentiality of discovery materials, to adequately 2 protect information the parties are entitled to keep confidential, to ensure that the 3 parties are permitted reasonable, necessary uses of such material in preparation for 4 and in the conduct of trial, to address their handling at the end of the litigation, and 5 serve the ends of justice, a protective order for such information is justified in this 6 matter. 7 It is the intent of the parties that information will not be designated as 8 confidential for tactical reasons and that nothing be so designated without a good faith 9 belief that it has been maintained in a confidential, non-public manner, and there is 10 good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: A-Sha Foods USA Co., Inc. et al. v. Momo Orchard Holdings 13 Inc. 14 2.2

Challenging Party: a Party or Non-Party that challenges the designation 15 of information or items under this Order. 16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 17

how it is generated, stored or maintained) or tangible things that qualify for protection 18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 19 Cause Statement. 20

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 21 support staff). 22

2.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as

24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless 26 of the medium or manner in which they are generated, stored, or maintained 27 (including, among other things, testimony, transcripts, and tangible things), that are 28 produced or generated in disclosures or responses to discovery in this matter. 1 2.7 Expert: a person with specialized knowledge or experience in a matter 2

pertinent to the litigation who has been retained by a Party or its counsel to serve as 3 an expert witness or as a consultant in this Action. 4 2.8 “HIGHLY

CONFIDENTIAL” Information or Items: information which 5 belongs to a Designating Party who believes in good faith that the Disclosure of such 6 information to another Party or non-Party

would create a substantial risk of serious 7 financial or other injury that cannot be avoided by less restrictive means and as 8 specified above in the Good Cause Statement. 9 2.9 House Counsel: attorneys who are employees of a party to this Action. 10 House Counsel does not include Outside Counsel of Record or Transactional Outside 11 Counsel. 12 2.10 Non-Party: any natural person, partnership, corporation, association, or 13 other legal entity not named as a Party to this action. 14 2.11 Outside Counsel of Record: attorneys who are not employees of a party 15 to this Action but are retained to represent or advise a party to this Action and have 16 appeared in this Action on behalf of that party or are affiliated with a law firm that 17 has appeared on behalf of that party, including support staff. 18 2.12 Party: any party to this Action, including all of its officers, directors, 19 employees, consultants, retained experts, and Outside Counsel of Record (and their 20 support staffs). 21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or 22 Discovery Material in this Action. 23 2.14 Professional Vendors: persons or entities that provide litigation support 24 services (e.g., photocopying, videotaping, translating, preparing exhibits or 25 demonstratives, and organizing, storing, or retrieving data in any form or medium) 26 and their employees and subcontractors. 27 2.15 Protected Material: any Disclosure or Discovery Material that is 28 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” 1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material 2 from a Producing Party. 3 2.17 Transactional Outside Counsel: Michael Gould for Plaintiffs and 4 Michael Zalay for Defendant.

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only 7 Protected Material (as defined above), but also (1) any information copied or extracted 8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 9 Protected Material; and (3) any testimony, conversations, or presentations by Parties 10 or their Counsel that might reveal Protected Material. 11 Any use of Protected Material at trial shall be governed by the orders of the 12 trial judge. This Order does not govern the use of Protected Material at trial.

13 4. DURATION

14 Once a case proceeds to trial, all of the court-filed information to be 15 introduced that was previously designated as confidential or maintained pursuant to 16 this protective order becomes public and will be presumptively available to all 17 members of the public, including the press, unless compelling reasons supported by 18 specific factual findings to proceed otherwise are made to the trial judge in advance 19 of the trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 20 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents 21 produced in discovery from “compelling reasons” standard when merits-related 22 documents are part of court record). Accordingly, the terms of this protective order 23 do not extend beyond the commencement of the trial.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. 26 Each Party or Non-Party that designates information or items for protection under this 27 Order must take care

to limit any such designation to specific material that qualifies 28 under the appropriate standards. The Designating Party must designate for protection 1 only those parts of material, documents, items, or oral or written communications that 2 qualify so that other portions of the material, documents, items, or communications 3 for which protection is not warranted are not swept unjustifiably within the ambit of 4 this Order. 5 Mass, indiscriminate, or routinized designations are prohibited. Designations 6 that are shown to be clearly unjustified or that have been made for an improper 7 purpose (e.g., to unnecessarily encumber the case development process or to impose 8 unnecessary expenses and burdens on other parties) may expose the Designating Party 9 to sanctions. 10 If it comes to a Designating Party's attention that information or items that it 11 designated for protection do not qualify for protection, that Designating Party must 12 promptly notify all other Parties that it is withdrawing the inapplicable designation. 13

5.2 Manner and Timing of Designations.

Except as otherwise provided in 14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 16 under this Order must be clearly so designated before the material is disclosed or 17 produced. 18 Designation in conformity with this Order requires: 19 (a) for information in documentary form (e.g., paper or electronic 20 documents, but excluding transcripts of depositions or other pretrial or trial 21 proceedings), that the Producing Party affix, at a minimum, the legend 22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter 23 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL legend"), to each page 24 that contains protected material. If only a portion or portions of the material on a page 25 qualifies for protection, the Producing Party also must clearly identify the protected 26 portion(s) (e.g., by making appropriate markings in the margins). 27 A Party or Non-Party that makes original documents available for inspection 28 need not designate them for protection until after the inspecting Party has indicated 1 which documents it would like copied and produced. During the inspection and 2 before the designation, all of the material made available for inspection shall be 3 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Producing 4 Party. After the inspecting Party has identified the documents it wants copied and 5 produced, the Producing Party must determine which documents, or portions thereof, 6 qualify for protection under this Order. Then, before producing the specified 7 documents, the Producing Party must affix the "CONFIDENTIAL legend" or 8 "HIGHLY CONFIDENTIAL legend" to each page that contains Protected Material. 9 If only a portion or portions of the material on a page qualifies for protection, the 10 Producing Party also must clearly identify the protected portion(s) (e.g., by making 11 appropriate markings in the margins). 12 (b) for testimony given in depositions, the Designating Party must either 13 (i) identify the Disclosure or Discovery Material as "CONFIDENTIAL" or "HIGHLY 14 CONFIDENTIAL" on the record, before the close of the deposition; or (ii) designate 15 the entirety of the testimony at the deposition as provisionally "CONFIDENTIAL" or 16 "HIGHLY CONFIDENTIAL" (on the record before the deposition is concluded) with 17 the right to identify more specific portions of the testimony as to which

protection is sought within 30 days following the receipt of the deposition transcript. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s). 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq, as modified by Judge Kaufman’s Procedures. See <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any discovery motion must strictly comply with these procedures. 6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to: (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; (b) the officers, directors, and employees (including

House Counsel) of 9 the Receiving Party to whom disclosure is reasonably necessary for this Action; 10 (c) Experts (as defined in this Order) of the Receiving Party to whom 11 disclosure is reasonably necessary for this Action and who have signed the 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 13 (d) the Court and its personnel; 14 (e) court reporters and their staff; 15 (f) professional jury or trial consultants, mock jurors, and Professional 16 Vendors to whom disclosure is reasonably necessary for this Action and who have 17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 18 (g) the author or recipient of a document containing the information or 19 a custodian or other person who otherwise possessed or knew the information; 20 (h) during their depositions, witnesses, and attorneys for witnesses, in 21 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing 22 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 23 will not be permitted to keep any confidential information unless they sign the 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 25 agreed by the Designating Party or ordered by the Court. Pages of transcribed 26 deposition testimony or exhibits to depositions that reveal Protected Material may be 27 separately bound by the court reporter and may not be disclosed to anyone except as 28 permitted under this Stipulated Protective Order; and 1 (i) any mediator or settlement officer, and their supporting personnel, 2 mutually agreed upon by any of the parties engaged in settlement discussions; 3 (j) the Receiving Party’s Transactional Outside Counsel, as well as 4 employees of said Transactional Outside Counsel to whom it is reasonably necessary 5 to disclose the information for this Action; 6 (k) contract attorneys and contract document reviewers hired by Outside 7 Counsel of Record to assist in document review to whom disclosure is reasonably 8 necessary for this Action and who have signed the “Acknowledgment and Agreement 9 to Be Bound” (Exhibit A). 10 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. 11 Unless otherwise ordered by the Court or permitted in writing by the Designating 12 Party, a Receiving Party may disclose any information or item designated “HIGHLY 13 CONFIDENTIAL” only to: 14 (a) the Receiving Party’s Outside Counsel of Record, as well as employees 15 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the 16 information for this Action; 17 (b) Experts (as defined in this Order) of the Receiving Party to whom 18 disclosure is reasonably necessary for this Action and who have signed the 19 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 20 (c) the Court and its personnel; 21 (d) court reporters and their staff; 22 (e) professional jury or trial consultants, mock jurors, and Professional 23 Vendors to whom disclosure is reasonably necessary for this Action and who have 24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 25 (f) the author or recipient of a document containing the information or a 26 custodian or other person who otherwise possessed or knew the information; 27 (g) any mediator or settlement officer, and their supporting personnel, 28 mutually agreed upon by any of the parties engaged in settlement discussions; 1 (h) the Receiving Party’s Transactional Outside Counsel, as well as 2 employees of said Transactional Outside Counsel to whom it is reasonably necessary 3 to disclose

the information for this Action; 4 (i) contract attorneys and contract document reviewers hired by Outside 5 Counsel of Record to assist in document review to whom disclosure is reasonably 6 necessary for this Action and who have signed the “Acknowledgment and Agreement 7 to Be Bound” (Exhibit A).

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

9 PRODUCED IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation 11 that compels disclosure of any information or items designated in this Action as 12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must: 13 (a) promptly notify in writing the Designating Party. Such notification shall 14 include a copy of the subpoena or court order; 15 (b) promptly notify in writing the party who caused the subpoena or order to 16 issue in the other litigation that some or all of the material covered by the subpoena 17 or order is subject to this Protective Order. Such notification shall include a copy of 18 this Stipulated Protective Order; and 19 (c) cooperate with respect to all reasonable procedures sought to be pursued 20 by the Designating Party whose Protected Material may be affected. 21 If the Designating Party timely seeks a protective order, the Party served with 22 the subpoena or court order shall not produce any information designated in this action 23 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by 24 the court from which the subpoena or order issued, unless the Party has obtained the 25 Designating Party’s permission. The Designating Party shall bear the burden and 26 expense of seeking protection in that court of its confidential material and nothing in 27 these provisions should be construed as authorizing or encouraging a Receiving Party 28 in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non- 4 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY 5 CONFIDENTIAL.” Such information produced by Non-Parties in connection with 6 this litigation is protected by the remedies and relief provided by this Order. Nothing 7 in these provisions should be construed as prohibiting a Non-Party from seeking 8 additional protections. 9 (b) In the event that a Party is required, by a valid discovery request, to produce 10 a Non-Party’s confidential information in its possession, and the Party is subject to an 11 agreement with the Non-Party not to produce the Non-Party’s confidential 12 information, then the Party shall: 13 (1) promptly notify in writing the Requesting Party and the Non-Party 14 that some or all of the information requested is subject to a confidentiality agreement 15 with a Non-Party; 16 (2) promptly provide the Non-Party with a copy of the Stipulated 17 Protective Order in this Action, the relevant discovery request(s), and a reasonably 18 specific description of the information requested; and 19 (3) make the information requested available for inspection by the Non- 20 Party, if requested. 21 (c) If the Non-Party fails to seek a protective order from this Court within 14 22 days of receiving the notice and

accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court (unless the Non-Party otherwise consents to the production). Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

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

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good cause must be shown in the request to file under seal. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all

copies, abstracts, compilations, summaries, and any other 10 format reproducing or capturing any of the Protected Material. Whether the Protected 11 Material is returned or destroyed, the Receiving Party must submit a written 12 certification to the Producing Party (and, if not the same person or entity, to the 13 Designating Party) by the 60 day deadline that (1) identifies (by category, where 14 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 15 that the Receiving Party has not retained any copies, abstracts, compilations, 16 summaries or any other format reproducing or capturing any of the Protected Material. 17 Notwithstanding this provision, counsel are entitled to retain archival copies of 18 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 19 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 20 work product, and consultant and expert work product, even if such materials contain 21 Protected Material. Any such archival copies that contain or constitute Protected 22 Material remain subject to this Protective Order as set forth in Section 4 23 (DURATION).

24 14. VIOLATION OF ORDER

25 Any violation of this Order may be punished by any and all appropriate 26 measures including, without limitation, contempt proceedings and/or monetary 27 sanctions. 28 1 || ITTS SO STIPULATED, THROUGH COUNSEL OF RECORD. 2 || Dated: November 21, 2025
Respectfully submitted,

3 LATHAM & WATKINS LLP

Robert J. Ellison 4 Jamie L. Wine By: /s/ Robert J. Ellison 6 Robert J. Ellison 7 Attorneys for Plaintiff and Counter- 8 Defendant A-Sha Foods USA Co., Inc. 9 Dated: November 21, 2025
MILLER BARONDESS, LLP 10 Amnon Z. Siegel Mary Manukyan 1] Wenfeng Su 12 By: /s/ Amnon Z. Siegel 13 Amnon Z. Siegel 14 Attorneys for Defendant and 15 Counterclaimant Momo Orchard Holdings, Inc. 16 || IT IS SO ORDERED. 17 || DATED: November 21, 2025 ~—

18 MICHAEL B. KAUFMAN

19 UNITED STATES MAGISTRATE JUDGE

20 21 22 23 24 25 26 27 28 15

1 ACKNOWLEDGMENT OF AGREEMENT TO BE BOUND

2 3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that was 6 issued by the United States District Court for the Central District of California in the 7 case of A-Sha Foods USA Co., Inc. et al. v. Momo Orchard Holdings Inc., Case No. 8 2:25-cv-07140-SVW-MBK. I agree to comply with and to be bound by all the terms 9 of this Stipulated Protective Order and I understand and acknowledge that failure to 10 so comply could expose me to sanctions and punishment in the nature of contempt. I 11 solemnly promise that I will not disclose in any manner any information or item that 12 is subject to this Stipulated Protective Order to any person or entity except in strict 13 compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States

District Court 15 for the Central District of California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action. I hereby appoint _____ [print or 18 type full name] of _____ [print or type full address and telephone number] as my 19 California agent for service of process in connection with this action or any 20 proceedings related to enforcement of this Stipulated Protective Order. 21 Date: _____ 22 City and State where sworn and signed: _____ 23 24 Printed name: _____ 25 Signature: _____ 26 27 28