

**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.

OPINION

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, qualify for protection under this Order.

Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions, the Designating Party must either (i) identify the Disclosure or Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on the record, before the close of the deposition; or (ii) designate the entirety of the testimony at the deposition as provisionally “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (on the record before the deposition is concluded) with 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.

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 the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (d) the Court and its personnel;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions;
- (j) the Receiving Party's Transactional Outside Counsel, as well as

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 23 produce the Non-Party’s confidential information responsive to the discovery request. 24 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 25 any information in its possession or control that is subject to the confidentiality 26 agreement with the Non-Party before a determination by the Court (unless the Non- 27 Party otherwise consents to the production).

Absent a court order to the contrary, the 28 1 Non-Party shall bear the burden and expense of seeking protection in this Court of its 2 Protected Material. 3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 5 Protected Material to any person or in any circumstance not authorized under this 6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 9 persons to

whom unauthorized disclosures were made of all the terms of this Order, 10 and (d) request such person or persons to execute the “Acknowledgment and 11 Agreement to Be Bound” that is attached hereto as Exhibit A. 12 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 13 PROTECTED MATERIAL 14 When a Producing Party gives notice to Receiving Parties that certain 15 inadvertently produced material is subject to a claim of privilege or other protection, 16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 17 Procedure 26(b)(5)(B). 18 12. MISCELLANEOUS 19 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 20 person to seek its modification by the Court in the future. 21 12.2 Right to Assert Other Objections. By stipulating to the entry of this 22 Protective Order, no Party waives any right it otherwise would have to object to 23 disclosing or producing any information or item on any ground not addressed in this 24 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 25 ground to use in evidence of any of the material covered by this Protective Order. 26 12.3 Filing Protected Material. A Party that seeks to file under seal any 27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 28 only be filed under seal pursuant to a court order authorizing the sealing of the specific 1 Protected Material at issue; good cause must be shown in the request to file under 2 seal.

If a Party’s request to file Protected Material under seal is denied by the Court, 3 then the Receiving Party may file the information in the public record unless 4 otherwise instructed by the Court. 5 13. FINAL DISPOSITION 6 After the final disposition of this Action, within 60 days of a written request by 7 the Designating Party, each Receiving Party must return all Protected Material to the 8 Producing Party or destroy such material.

As used in this subdivision, “all Protected 9 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,

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