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25 PINSCREEN, INC. and DR. HAO LI

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

28 DR. IMAN SADEGHI, an individual,
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30 Plaintiff,
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32 v.
33 PINSCREEN, INC., a Delaware Corporation;
34 DR. HAO LI, an individual; and DOES 1-100,
35
36 Defendants.

Case No. BC709376

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT PINSCREEN INC.'S
MOTION FOR FILING DOCUMENTS
UNDER SEAL**

Date: Sept. 17, 2021_
Time: 9:00 a.m.
Dept.: 16
RSVP ID: 363061509625

Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16

Action Filed: June 11, 2018
Trial Date: March 14, 2022

1 **I. INTRODUCTION**

2 Defendant Pinscreen, Inc. (“Pinscreen”) brings this Motion to seal 17 specific objections that
3 were filed in Pinscreen’s Objections to Evidence Submitted in Support of Plaintiff’s Opposition to
4 Motion for Summary Judgment/Summary Adjudication. The objections are to evidence that,
5 pursuant to (1) the stipulated protective order dated March 11, 2020 and (2) the stipulation to
6 continue the trial date and resolve various pending discovery disputes dated February 3, 2021, are
7 considered “highly confidential” and “attorneys eyes only.” Plaintiff Dr. Iman Sadeghi (“Plaintiff”)
8 submitted the evidence that is the subject of this motion in his Opposition to Pinscreen’s Summary
9 Judgment Motion, even though the material therein was entirely unnecessary for the arguments at
10 hand, and moreover was unauthenticated and constituted hearsay. Pinscreen objected to this
11 evidence on various grounds in connection with its reply papers, and now seeks to seal its objections
12 in order to keep this evidence from being disclosed to the public. These objections include:

- 13 1. **Objections 24, 26-28 and 47 to Plaintiff Iman Sadeghi’s Declaration** – These
14 objections concern a confidential investigation by USC, the former employer of Dr. Hao
15 Li, Pinscreen’s CEO.
- 16 2. **Objection 4 to Attorney Adam Zaffos’s declaration** – This objection likewise
17 concerns the confidential investigation by USC
- 18 3. **Objection 8, 17, 32-39 and 42 to Plaintiff’s Separate Statement of Additional**
19 **Material Facts** – These objections concern the confidential investigation by USC,
20 personnel issues, Pinscreen’s funding and Pinscreen’s proprietary product information.

21 Good cause exists to grant this Motion to Seal because Pinscreen desires to have the Court
22 consider its objections to Plaintiff’s evidence, but not reveal to the public specific information,
23 including the USC investigation. It could cause significant damage to Pinscreen and Dr. Li if this
24 information was made available to the general public. By permitting these objections to be filed
25 under seal, the Court will still be able to evaluate the objections while considering the Motion for
26 Summary Judgment/Adjudication.

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1 **II. THE PARTIES STIPULATED TO THE CONFIDENTIALITY OF THE**
2 **EVIDENCE AT ISSUE**

3 On March 11, 2020, the Court signed a stipulated protective order, allowing the parties to
4 designate documents as “Confidential” and “Highly Confidential.” (Declaration of Benjamin
5 Davidson in Support of Motion “Davidson Dec.”, Ex. A.)

6 On or about July 24, 2020, Plaintiff issued two (2) separate subpoenas to USC seeking a
7 total of 20 categories of personnel and investigatory documents. (Davidson Dec., ¶ 4.) Defendants
8 unsuccessfully met and conferred with Plaintiff regarding these invasive, overly broad subpoenas,
9 and were constrained to file a motion to quash. (Davidson Dec., ¶ 5.) Plaintiff subsequently
10 withdrew the original subpoenas, and on or about September 18, 2020 issued a third subpoena to
11 USC seeking investigatory documents. (*Id.*) Following a lengthy meet and confer, Defendants
12 agreed to the subpoena on the condition that the documents be produced first to Defendants’ counsel.
13 (*Id.*)

14 After receiving the subpoenaed documents, due to highly sensitive information contained
15 therein, Defendants determined that material contained therein could only be produced as
16 “attorney’s eyes only.” (Davidson Dec., ¶ 6.) The parties engaged in a meet-and-confer regarding
17 the designation of these subpoenaed records. (*Id.*) Pursuant to the parties’ stipulation to continue
18 the trial date and to resolve a variety of outstanding discovery issues, the parties resolved their
19 dispute and it was agreed that Defendants could produce the documents as “attorney’s eyes only”
20 and Plaintiff would not challenge the designation. (*Id.*, Ex. B.)

21 On February 3, 2021, as part of a broader attempt to resolve multiple discovery disputes, the
22 parties stipulated that:

23 Pinscreen will produce to Plaintiff’s counsel no later than 3 weeks from today’s date,
24 all documents produced by USC pursuant to subpoena in unredacted form other than
25 any redactions made by USC and any redactions in connection with any personnel
26 matters outside the scope of the subpoena without, however, restricting Plaintiff’s
27 right to challenge the redactions; ***the documents will be produced and maintained***
28 ***as Attorney’s Eyes Only and Plaintiff shall not review such documents nor shall***
the content of such documents be read, summarized, or transmitted to Plaintiff.
Plaintiff agrees not to challenge the Attorney’s Eyes Only designation. the
designation of these USC subpoena produced documents will have no bearing on the
confidentiality designation or lack thereof of any duplicative documents Plaintiff

1 already had or obtains outside of the USC subpoena. (Davidson Dec., Ex. B at 2:17-
2 27.)

3 Also on February 3, 2021, the Court granted the ex parte application to make the parties'
4 stipulation an order. (Davidson Dec., Ex. B.) Accordingly, pursuant to the Court's order, any
5 documentation responsive to the USC subpoena is considered attorney's eye's only, meaning it can
6 only be seen by the parties' counsel.

7 On or about February 24, 2021, Pinscreen produced the USC documents to Plaintiff bearing
8 an "Attorney's Eyes Only" designation. (Davidson Dec., ¶ 8.) Some of these same documents, as
9 well as information contained in these documents, were submitted with Plaintiff's Opposition to
10 Pinscreen's Motion for Summary Judgment/Adjudication. (*Id.*)

11 While these records were submitted under seal, and Pinscreen alleges that they were not
12 necessary for Plaintiff's Opposition, in order to maintain the agreed-upon and court-ordered
13 confidentiality, Pinscreen requests that the Court order the objections to this evidence also be filed
14 under seal. The objections discuss the evidence, which was paraphrased and discussed in the
15 declarations of Plaintiff and his attorney, as well as made part of Plaintiff's Additional Material
16 Facts. (Davidson Dec., ¶ 9.)

17 **III. THERE IS AN OVERRIDING INTEREST THAT SUPPORTS SEALING
18 THE OBJECTIONS**

19 Under California law, the Court may order that a record be filed under seal if it finds facts
20 that establish: (1) There exists an overriding interest that overcomes the right of public access to the
21 record; (2) The overriding interest supports sealing the record; (3) A substantial probability exists
22 that the overriding interest will be prejudiced if the record is not sealed; (4) The proposed sealing is
23 narrowly tailored; and (5) No less restrictive means exist to achieve the overriding interest. (Cal.
24 R. Ct. 2.550(d).)

25 The information regarding USC's investigation into Dr. Li, who at the time was an employee
26 of USC, is a confidential personnel matter. Such personnel matters are considered private under the
27 California Constitution. (*Bickley v. Schneider Nat., Inc.* (N.D. Cal. April 8, 2011) 2011 WL
28 1344195, *2 ["[E]mployment records pertaining to "financial information in the form of payroll
records, pay packages, and wage rates, as well as private employment information regarding

1 discipline, warnings and reasons for termination” have been specifically recognized to fall within
2 the ambit of constitutionally protected private information.]; *Bd of Trustees v. Sup. Ct.* (1981) 119
3 Cal.App.3d 516, 628, *disapproved on other grounds by Williams v. Sup. Ct.* (2017) 3 Cal.5th 531.)
4 This information regarding the investigation, as well as other personnel issues, would be
5 embarrassing to Dr. Li and damaging to his and Pinscreen’s reputation. (*Universal City Studios,*
6 *Inc. v. Superior Court* (2003) 110 Cal.App.4th 1273, 1281; *citing to Rovinsky v. McKasle* (5th Cir.
7 1985) 722 F.2d 197, 200.) USC’s investigation into Dr. Li and Pinscreen has been a very taxing
8 and embarrassing matter for Dr. Li, and its publicity only harms him. (Declaration of Dr. Hao Li in
9 Support of Motion to Seal “Li Dec.” at ¶ 5.) Pinscreen’s interest overrides the public’s interest in
10 accessing the public records in this case because there is nothing in the records that the public needs
11 to know. (*Id.*)

12 Moreover, the need to maintain the confidentiality of trade secret information, such as
13 information regarding Pinscreen’s funding and information regarding Pinscreen’s technology
14 contained in the USC investigation, constitute an overriding interest for purposes of sealing records.
15 (*Ruckelshaus v. Monsanto Co.* (1984) 467 U.S. 986, 1002 [“If an individual discloses his trade secret
16 to others who are under no obligation to protect the confidentiality of the information, or otherwise
17 publicly discloses the secret, his property right is extinguished.”].) It would be very detrimental to
18 Pinscreen if information regarding its funding or its technology, which that was included in the USC
19 investigation, were made known to its competitors. (Li Dec. at ¶¶ 2-4.) There is no benefit to the
20 general public of having this information known and available to anyone. (Li Dec. at ¶ 4.) In
21 addition, there is a concern that if this information is not sealed, it would be posted on Plaintiff’s
22 personal website.

23 Pinscreen’s request for sealing is narrowly tailored as it seeks to seal a total of 17 objections,
24 out of 107, in its evidentiary objections for its Motion for Summary Judgment. There is no less
25 restrictive means available to prevent the disclosure of the confidential information, but at the same
26 time to present the exhibits to the Court for the Motion for Summary Judgment.

27 **IV. CONCLUSION**


28 For all the foregoing reasons, Pinscreen respectfully request that the Court grant its Motion

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to file under seal the 17 objections in Pinscreen’s Objections to Evidence Submitted in Support of Plaintiff’s Opposition to Motion for Summary Judgment/Summary Adjudication.

DATED: July 20, 2021

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.
BARTKO ZANKEL BUNZEL & MILLER

By: 
Ben Schnayerson
Attorneys for Defendants PINSCREEN, INC. and
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DR. IMAN SADEGHI, an individual,

Plaintiff,

v.

PINSCREEN, INC., a Delaware Corporation;
DR. HAO LI, an individual; and DOES 1-100,

Defendants.

Case No. BC709376

*Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16*

**DEFENDANT PINSCREEN, INC.'S
OBJECTIONS TO EVIDENCE
SUBMITTED IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT
OR, IN THE ALTERNATIVE, SUMMARY
ADJUDICATION.**

Date: July 22, 2021
Time: 9:00 a.m.
Place: Dept. 16
RSVP ID: 784007636343 (MSJ);
363061509625 (Motion to Seal)

Trial Date: March 14, 2022

Action Filed June 11, 2018

1 Defendant Pinscreen, Inc. (“Defendant or “Pinscreen”) hereby objects to – and moves to
 2 strike – the following portions of evidence submitted by Plaintiff Dr. Iman Sadeghi (“Plaintiff” or
 3 “Sadeghi”) in ostensible support of his opposition to Pinscreen’s motion for summary judgment
 4 or, in the alternative, summary adjudication.

5
 6 **I. DECLARATION OF DR. IMAN SADEGHI.**

EVIDENCE OBJECTED TO	GROUNDS FOR OBJECTION	COURT’S RULING
9 1. Sadeghi Decl. ¶ 2, 10 at 1:13-14 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>Objection and Motion to Strike: <i>Lacks foundation, speculation, not based on personal knowledge, irrelevant and immaterial.</i></p> <p>Evidence:</p> <p>“I developed, published, and patented a novel digital hair appearance and rendering framework used in the production of Disney’s animated movie Tangled.”</p> <p>Legal Analysis re Basis for Objections:</p> <p>1. Lacks foundation; speculation; not based on personal knowledge</p> <p>It is elementary that “a statement as to another’s intention” for engaging in an act “can be but the conclusion of him who makes it.” (<i>People ex rel. Stephens v. Seccombe</i> (1930) 103 Cal.App. 306, 310.) Thus, statements purporting to assert as fact the motivations of another for acting lack foundation. (<i>Ibid.</i>) The challenged statements opine about the motives of all the participants in the referenced conversations, but do not provide any corroborating evidence as to the declarant’s basis of knowledge with respect to the motives of the other participants. For this reason, these statements are inadmissible for lack of foundation, constitute pure speculation, and are not based on personal</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p> <p>_____</p>

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	<p>knowledge. Here, Plaintiff does not provide any evidence supporting his assertions.</p> <p>2. Irrelevant and immaterial.</p> <p>“[O]nly relevant evidence is admissible.” (<i>People v. Rains</i> (1999) 75 Cal.App.4th 1165, 1170.) To meet the threshold of admissibility, the evidence must be “relevant to a material issue in the case.” (<i>Smith v. Slifer</i> (1969) 1 Cal.App.3d 748, 752. Because Plaintiff’s self-serving statements provide no evidence concerning any material fact, they are not “relevant to a material issue in the case.” (<i>Ibid.</i>)</p>	
2. Sadeghi Decl. ¶ 2, at 1:21	<p>Objection and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, secondary evidence rule</i></p> <p>Evidence:</p> <p>“I am the co-inventor of five patents filed by Google.”</p> <p>Legal Analysis re Basis for Objection:</p> <p>1. Lacks foundation, assumes facts not in evidence, irrelevant and immaterial.</p> <p><i>See above.</i></p> <p>2. Secondary evidence rule.</p> <p>Pursuant to Evidence Code §§ 1520, “The content of a writing may be proved by an otherwise admissible original.” A copy of the writing may also be admissible; however (b) “Nothing in this section makes admissible oral testimony to prove the content of a writing if the testimony is inadmissible under Section 1523 (oral testimony of the content of a writing).” (Evid. Code § 1521(b).) Plaintiff has not set forth any grounds for admissibility under section 1523.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 3. Sadeghi Decl. ¶ 3, 2 at 1:22-24</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p>	<p>Objection and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial.</i></p> <p>Evidence:</p> <p>“In 2010, Hao Li (“Li”), who was a graduate student at the time, requested to be connected to me on social media including LinkedIn and Facebook and subsequently asked for my help with his research projects including on October 7, 2010, when Li asked for my expert advice.”</p> <p>Legal Analysis re Basis for Objection:</p> <p>1. Lacks foundation, assumes facts not in evidence, irrelevant and immaterial.</p> <p><i>See above.</i></p> <p>2. Assumes facts not in evidence.</p> <p>A declaration offered in support of an evidentiary motion should be excluded if it “assume[s] facts not in evidence.” (<i>DiCola v. White Bros. Performance Prods., Inc.</i> (2008) 158 Cal.App.4th 666, 673.) This occurs when the declarant makes conclusory statements without offering “proof of the facts asserted.” (<i>McDonald v. Price</i> (1947) 80 Cal.App.2d 150, 152.)</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>19 4. Sadeghi Decl. ¶ 3, 20 at 1:25-26</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objection and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, not based on personal knowledge.</i></p> <p>Evidence:</p> <p>“Li later claimed to have attended all of my SIGGRAPH presentations, be fully familiar with my research projects, and be the biggest fan of my hair rendering research.”</p> <p>Legal Analysis re Basis for Objection:</p> <p><i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 5. Sadeghi Decl. ¶ 4, 2 at 2:1-5.</p>	<p>Objections and Motion to Strike: <i>Assumes facts not in evidence, irrelevant.</i></p> <p>Evidence:</p> <p>“In 2016, after having worked at Google for more than five years on several projects involving Robust Software System Architectures, Reliable Scalable Distributed Systems, and Deep Convolutional Neural Networks, Li, who was an assistant professor at the University of Southern California (“USC”) at the time, extensively solicited me to join the leadership of the software startup Pinscreen which he had co-founded in 2015.”</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>13 6. Sadeghi Decl. ¶ 5, 14 at 2:6-8.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant.</i></p> <p>Evidence:</p> <p>“During the solicitation process, Li praised my energy, knowledge, and leadership, repeatedly implied long-term plans for my employment, and assured me that there won’t be any risks in joining Pinscreen in writing.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>22 7. Sadeghi Decl. ¶ 6, 23 at 2:9-10.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, legal opinion.</i></p> <p>Evidence:</p> <p>“On January 22, 2017, before I had signed the contract to join Pinscreen, <u>Li intentionally misrepresented Pinscreen’s technology to me.</u>”</p> <p>Legal Analysis re Basis for Objection:</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>1. Lacks foundation, assumes facts not in evidence, irrelevant and immaterial.</p> <p><i>See above.</i></p> <p>2. Legal opinion.</p> <p>Evid. Code § 800 limits testimony to percipient observations. This prohibits introduction of legal opinion. (<i>Chatman v. Alameda Cnty. Flood Control Dist.</i> (1986) 183 Cal.App.3d 424, 429.)</p> <p>An assertion in a declaration runs afoul of this prohibition if, for example, it offers an opinion concerning “the nature of the obligation created” or not created by various contracts purportedly examined by the declarant. (<i>Cnty of Los Angeles v. Security Ins. Co.</i> (1975) 52 Cal.App.3d 808, 817.) Rather, the court “must construe the contracts themselves to determine the nature of the obligation[s] created.” (<i>Ibid.</i>) The referenced statements run afoul of this prohibition because they purport to provide a legal conclusion re: misrepresentation.</p>	
<p>8. Sadeghi Decl. ¶ 6, at 2:10-11.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, legal opinion.</i></p> <p>Evidence:</p> <p>“Li falsely claimed that Pinscreen had the capability of autogenerating avatars and their hair shapes using cutting-edge technology.”</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>9. Sadeghi Decl. ¶ 6, at 2:11-13.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, speculation, legal opinion.</i></p> <p>Evidence:</p> <p>“Li concealed from me that Pinscreen was instead involved in data fabrication and various other unlawful practices. “</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 10. Sadeghi Decl. ¶ 6, 2 at 2:13-14.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, speculation, legal opinion.</i></p> <p>Evidence:</p> <p>“I was not aware at the time that <u>Pinscreen did not have the capabilities to autogenerate avatars as it claimed and that it was involved in a variety of other transgressions.</u>”</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>10 11. Sadeghi ¶ 8, at 11 2:21-22.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, legal opinion.</i></p> <p>Evidence:</p> <p>On February 2, 2017, I started working at Pinscreen and, <u>over a short period of time, I made significant contributions to Pinscreen’s technology, infrastructure, and leadership.</u></p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>19 12. Sadeghi ¶ 8, at 20 2:24-26</p>	<p>Objections and Motion to Strike: <i>Lacks foundation and not supported by evidence cited, assumes facts not in evidence, speculation, secondary evidence rule.</i></p> <p>Evidence:</p> <p>Before my contributions to Pinscreen’s hair appearance and rendering technology, Pinscreen’s January 16, 2017 submission to SIGGRAPH (Ex. 5) was rejected in part because of the low quality of its avatars and specifically poor hair appearance.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 2 3 4 5</p>	<p>In addition, the submission itself (Ex. 5) does not mention that it was rejected. Also the evidence stated in the subsequent sentence, including the reviewers' comments (Ex. 6) and the email (Ex. 7) do not mention whether it was accepted or rejected. Plaintiff provides no foundation for his conclusion that these documents are (1) related and (2) set forth what he claims.</p>	
<p>6 7 8 9 10 11 12 13 14 15 16 17 18 19</p>	<p>13. Sadeghi ¶ 8, at 2:26-27</p> <p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence cited, assumes facts not in evidence, speculation, irrelevant, secondary evidence rule.</i></p> <p>Evidence:</p> <p>Li circulated the SIGGRAPH reviews after the rejection. (Ex. 6-7)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, the documents lack foundation and are not supported by the evidence cited, and further violate the secondary evidence rule, because Ex. 6 does not have any reference to a "rejection." There is no evidence that Ex. 7 even references Ex. 6 because (1) Ex. 7 refers to "7 reviewers" while Ex. 6 contains only <i>five</i> reviews; and (2) the conversation in Ex. 7 was dated 5/15/2017 while the document containing the reviews in Ex. 6 bears a "generated" date of March 9, 2017, two months prior.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>20 21 22 23 24 25 26 27 28</p>	<p>14. Sadeghi ¶ 8, at 2:27-3:3</p> <p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence cited, assumes facts not in evidence, speculation, irrelevant.</i></p> <p>Evidence:</p> <p>My significant contributions and improvements to Pinscreen's hair appearance and rendering technology was a determining factor in Pinscreen's submissions subsequently getting accepted to SIGGRAPH according to the conference reviewers and Pinscreen's official statements.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>15. Sadeghi ¶ 8, at 3:3-3:4</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence cited, assumes facts not in evidence, speculation, irrelevant.</i></p> <p>Evidence:</p> <p>Li and Cosimo Wei circulated the SIGGRAPH Asia paper (Ex. 10-11) and Pinscreen’s Rebuttal statement with the team (Ex. 12-13)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Further, there is no indication in the documents themselves (Exhibits 10-13) of any forwarding of the SIGGRAPH Asia paper.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>16. Sadeghi ¶ 8, at 3:4-5</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence.</i></p> <p>Evidence:</p> <p>Before I objected to Li re Pinscreen’s violations, Li’s feedback re my employment was overwhelmingly positive</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Furthermore, the document is not supported by evidence because the purported chat message of 2/7/2017, that “we need to hire people who re like us,” was not feedback regarding performance, and in addition was only a few days after the start of Plaintiff’s employment.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>17. Sadeghi ¶ 8, at 3:7-9</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence, assumes facts not in evidence, irrelevant.</i></p> <p>Evidence:</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>Additionally, Li told me on March 9, 2017, that he believed I was one of the most important hires for Pinscreen, that I brought structure and energy to the team, and that Li couldn't be happier with my employment.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
18. Sadeghi ¶ 9, at 3:10-16	<p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, legal opinion, speculation, hearsay.</i></p> <p>Evidence:</p> <p>During my employment, I gradually realized that under Li's leadership, Pinscreen misrepresented its technology in scientific submissions and to its investors and was also involved in other practices, which I believed to be unlawful, including wage, visa, and discrimination violations. Among his various transgressions, Li perpetrated a scientific hoax by proclaiming Pinscreen's avatars to be autogenerated using cutting-edge deep neural networks and artificial intelligence ("AI"). In reality, the avatars were being manually prepared and tweaked by Pinscreen employees and freelance artists.</p> <p>Legal Analysis re Basis for Objection: <i>See above as to Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, legal opinion, speculation.</i></p> <p>Regarding hearsay, Statements or opinions based on unattached, unauthenticated or incomplete data are hearsay and cannot be admitted for the truth of the assertion. (<i>Hayman v. Block</i> (1986) 176 Cal.App.3d 629, 638-639 [matters which constitute hearsay, must be disregarded]; <i>Levy v. City of Santa Monica (Garai)</i> (2004) 114 Cal.App.4th 1252, 1262 [declarations supporting a request for injunctive relief that rely on conclusory statements, hearsay and speculation are</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>insufficient]; <i>Dugar v. Happy Tiger Records, Inc.</i> (1974) 41 Cal.App.3d 811 815-816 [declarations must meet the rules of evidence]; <i>Serri v. Santa Clara Univ.</i> (2014) 226 Cal.App.4th 830, 855 [documents must be presented in a complete record, not selected portions of a document]; Evid. Code §§ 702, 801-803, 1200(a) & (b). 1400-1401.)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p>	<p>19. Sadeghi ¶ 9, at 3:16-17</p> <p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, improper legal conclusion, speculation, hearsay.</i></p> <p>Evidence:</p> <p>I recognized that Li, although an assistant professor at the time, was a self-proclaimed cheater who was involved in data fabrication and scientific misconduct.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Re: prejudice, Evid. Code §§ 210, 350, and 352 provide that a court may exclude evidence whose probative value is substantially outweighed by “undue consumption of time,” “undue prejudice,” or “confusing the issues.”</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>20. Sadeghi ¶ 9, at 3:17-19</p> <p>Objections and Motion to Strike: <i>Legal conclusion, speculation, hearsay, secondary evidence.</i></p> <p>Evidence:</p> <p>Li blatantly discussed and referred to Pinscreen’s avatar fabrication in group messages as <i>faking</i>, “cheating”, “shitty cheating”, and “doing it manually.”</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 21. Sadeghi ¶ 9, at 3:19</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p>	<p>Objections and Motion to Strike: <i>Misstates evidence, hearsay, secondary evidence, lack of foundation.</i></p> <p>Evidence:</p> <p>Li mandated cheating in group messages...</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>7 22. Sadeghi ¶ 9, at</p> <p>8 3:21-23</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p>	<p>Objections and Motion to Strike: <i>Irrelevant and immaterial, secondary evidence, speculation, not supported by evidence.</i></p> <p>Evidence:</p> <p>On July 16, 2017, only a few days before RTL, Pinscreen employees discussed getting haircuts, sooner rather than later, in order to have enough time to manually prepare their fabricated hair shapes.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, Pinscreen notes that Siggraph started on July 28. 12 days is not a “few days.”</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>19 23. Sadeghi ¶ 9, at</p> <p>20 3:23-25</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, secondary evidence, speculation, not supported by evidence.</i></p> <p>Evidence:</p> <p>On June 17, 2017, when the investment agreement between Pinscreen and Softbank Venture Korea (“Softbank”) was about to be finalized, Li wrote on PinscreenTeamAll that “Pinscreen just fucked Softbank.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 24. Sadeghi ¶ 10, at 3:26-27</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, speculation, not supported by evidence.</i></p> <p>Evidence:</p> <p>The Office of Research at USC has been conducting an investigation of Li's scientific misconduct since 2018 as a result of my whistleblowing.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>9 25. Sadeghi ¶ 10, at 3:27-4:2</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, speculation, not supported by evidence, assumes facts not in evidence.</i></p> <p>Evidence:</p> <p>I followed through the promise I made to Li, on July 22, 2017, that I would report his fraud to USC and ACM if the issues were not resolved.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>18 26. Sadeghi ¶ 10, at 4:3-5</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, irrelevant and immaterial, immaterial, and prejudicial, speculation, not supported by evidence, assumes facts not in evidence.</i></p> <p>Evidence:</p> <p>On July 3, 2018, I received an email from Mr. Randolph W. Hall, Vice President of Research, requesting a meeting. On July 11, 2018, I met with USC. On July 12, 2018, I contacted ACM re the same matter.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>27 27. Sadeghi ¶ 10, at 4:5-8</p>	<p>Objections and Motion to Strike: <i>Irrelevant and immaterial, immaterial, and prejudicial,</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>

<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p>	<p><i>not supported by evidence, assumes facts not in evidence, secondary evidence rule.</i></p> <p>Evidence:</p> <p>On December 9, 2019, Dr. Kristen Grace, USC’s Research Integrity Officer, confirmed in writing that Li and Pinscreen committed misrepresentation, falsification, and research misconduct during Pinscreen’s demo during ACM’s SIGGRAPH RealTime Live (“RTL”) 2017. (Ex. 15)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p>	<p>28. Sadeghi ¶ 10, at 4:8-9</p> <p>Objection and Motion to Strike: <i>Irrelevant and immaterial, immaterial, and prejudicial, not supported by evidence, assumes facts not in evidence.</i></p> <p>On June 5, 2020, Dr. Grace informed me that the termination of Li’s employment at USC was involuntary and that Li did not resign.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>29. Sadeghi ¶ 13, at 4:15-16</p> <p>Objection and Motion to Strike: Lacks foundation, assumes facts not in in evidence, legal opinion, irrelevant.</p> <p>Evidence:</p> <p>On April 4, 2017, Pinscreen submitted a fraudulent application to be considered for presentation at RTL. (Ex. 8)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>30. Sadeghi ¶ 13, at 4:24-25</p> <p>Objection and Motion to Strike: Lacks foundation, assumes facts not in in evidence, irrelevant.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p>

<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>In order to qualify for entry, each application must outline the novel technology to be presented in “real-time” and “live.”</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<hr/>
<p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	<p>31. Sadeghi ¶ 13, at 4:25-5:3</p> <p>Objection and Motion to Strike: <i>Lacks foundation, not based on personal knowledge, assumes facts not in evidence, irrelevant and immaterial, incomplete, legal opinion.</i></p> <p>Evidence:</p> <p>In its submission, Pinscreen misrepresented fabricated avatars with manually prepared hair models created by German freelance artist Leszek which required hours of manual labor and costing Li hundreds of Euros as being automatically generated within seconds.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <hr/> <hr/>
<p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>32. Sadeghi ¶ 14, at 5:5-7</p> <p>Objection and Motion to Strike: <i>Lacks foundation, not based on personal knowledge, assumes facts not in evidence, irrelevant and immaterial, legal opinion, secondary evidence</i></p> <p>Evidence:</p> <p>During that same interaction, Leszek shared his manually prepared hair models that Pinscreen had misrepresented as autogenerated in its submission to RTL. (Ex. 16) Pinscreen failed and refused to produce the hair models manually prepared by Leszek during discovery in this case.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, there is no point in Exhibit 16 in which it discusses that the “hair models” in connection with a submission on April 4. In addition, this is irrelevant because Plaintiff does not explain why producing a database of</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <hr/> <hr/>

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2 3 4 5 6 7 8 9 10 11 12 13 14 15	<p>“hair models” is in any way connected with fabrication or misrepresentation.</p> <p>33. Sadeghi ¶ 15, at 5:10-12</p> <p>Objection and Motion to Strike: <i>Lacks foundation, not based on personal knowledge, assumes facts not in evidence, irrelevant and immaterial, legal opinion, secondary evidence</i></p> <p>Evidence:</p> <p>On that same day, Pinscreen submitted fabricated avatars to SIGGRAPH Asia and misrepresented manually prepared hair shapes, eye colors, and hair colors as autogenerated. (Ex. 10)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, Ex. 10 is the submission itself, not a communication reflecting the date and manner of its submission. It does not reference the date of submission. In addition, there is no foundation laid in connection with any material included in Ex. 10 that supports Plaintiff’s claim that any portion of the submission is “fabricated” or “misrepresented.”</p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>
16 17 18 19 20 21 22 23 24 25	<p>34. Sadeghi ¶ 15, at 5:13-15</p> <p>Objection and Motion to Strike: <i>Lacks foundation, not based on personal knowledge, assumes facts not in evidence, irrelevant and immaterial, legal opinion</i></p> <p>Evidence:</p> <p>In response to my objections and concerns about the ongoing fraud and data fabrication, Li promised me that Pinscreen’s data fabrication would be limited to private representations and that Pinscreen would never present its fabricated avatars to the public.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>
26 27 28	<p>35. Sadeghi ¶ 16, at 5:17-18</p> <p>Objection and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, contradicts evidence, irrelevant.</i></p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled

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<p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p>Objection and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, legal opinion.</i></p> <p>Evidence:</p> <p>On June 28, 2017, in addition to objecting to Pinscreen’s wage, visa, and discrimination violations—and expressing my belief that they are against the law—I implicitly indicated to Li that if Pinscreen’s violations are not corrected internally, I would disclose the violations externally including to government and law enforcement agencies. I informed Li that I prefer to resolve the issues internally and not have to take it outside the company. In response, Li assured me there was no reason to go outside Pinscreen.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objection and Motion to Strike: <i>Lacks authentication, assumes facts not in evidence, incomplete.</i></p> <p>Evidence:</p> <p>On July 12, 2017, Pinscreen submitted an official statement in a rebuttal in support of its SIGGRAPH Asia submission. In its official statement and in response to SIGGRAPH</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>reviewers' question as to why the quality has improved so much compared to Pinscreen's prior submission, Pinscreen described my contributions as a "significant improvement" to its technology prior to my employment. Pinscreen attributed the significant quality improvements to using a variant of Sadeghi 2010 (used in Disney's Tangled). This official statement was also shared within the company. (Ex. 12 and 13)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Regarding "incomplete," pursuant to Evid. Code § 356, where part of a declaration, deposition, or writing is entered into evidence, another party may enter its entirety in evidence to make it understood.</p> <p>Regarding "lack of authentication," see <i>Dugar v. Happy Tiger Records, Inc.</i> (1974) 41 Cal.App.3d 811, 815-816 [materials referenced in declarations must be attached and conform to the rules of evidence; declarations relying on writings that are not attached and authenticated are incompetent]; Evid. Code §§ 801-803.</p> <p>Here, there is no indication that the discussion in Ex. 12 references Ex. 13, and Ex. 13 is unauthenticated.</p>	
<p>38. Sadeghi ¶ 19, at 6:5-11</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, assumes facts not in evidence, incomplete, not supported by evidence.</i></p> <p>On July 14, 2017, I helped Nagano with a challenging task that was assigned to him which he was struggling to solve. I worked an 18- hour shift, providing assistance and guidance to Nagano to investigate an issue with computation of lights described by Spherical Harmonics ("SH"). In order to make sure that the issue was resolved, I worked overnight until after sunrise the next morning which enabled Pinscreen to demonstrate dynamic lighting during its RTL demo. The next morning, Li, the CTO and other employees</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

<p>1</p> <p>2</p> <p>3</p>	<p>congratulated and thanked us for our commitment and hard work. (Ex. 19)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	<p>39. Sadeghi ¶ 19, at 6:12-14</p> <p>Objections and Motion to Strike: <i>Lacks authentication, assumes facts not in evidence, incomplete, irrelevant and immaterial, not supported by evidence.</i></p> <p>Another example which is documented in writing—on May 25, 2017, immediately after Li assigned a task to Hu, I stepped in and stated that I would take care of Hu’s task (Ex. 20)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>With respect to the incomplete nature of the document, Plaintiff has introduced only a one-page exhibit with two text messages on it. Sadeghi states “I will take care of it.” There is no indication if he actually does take care of it.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>40. Sadeghi ¶ 21, at 6:22-24</p> <p>Objections and Motion to Strike: <i>Lacks authentication, speculation, and assumes facts not in evidence re: “earlier decision,” incomplete, secondary evidence.</i></p> <p>On July 17, 2017, Li <u>changed his earlier decision</u> and announced to the team that he wanted me to be the main presenter at the RTL demo who would be presenting Pinscreen’s fabricated avatars. (Ex. 22)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Here, Plaintiff’s claim that Li “changed his earlier decision” is unsupported because nothing in Ex. 22 even references that there was an earlier decision.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>41. Sadeghi ¶ 22, at 6:25-7:2</p> <p>Objections and Motion to Strike: <i>Lacks authentication, assumes facts not in evidence re: “in my absence,” improper legal conclusion.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p>

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<p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>42. Sadeghi ¶ 23, at 7:3-8</p> <p>Objections and Motion to Strike: <i>Lacks authentication, lacks foundation, not supported by evidence, assumes facts not in evidence, legal opinion.</i></p> <p>On July 22, 2017, upon returning from my preplanned vacation, I tested Pinscreen’s avatar generation and verified that it is slower and lower quality than Pinscreen’s claims in its submission on April 4, 2017. I reported on PinscreenTeamAll that the creation took around 90 seconds and shared an image of the incorrect autogenerated hairstyle. Since it was not clear if Li was indeed instructing a public deception—since Pinscreen could truthfully explain to the audience which elements were pre-built—I privately messaged Li to clarify his plan. Li did not respond. (Ex. 24.)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>The material set forth in this paragraph is not supported by the text of Ex. 24.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <hr/> <hr/>
<p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>43. Sadeghi ¶ 23, at 7:9-18</p> <p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence, assumes facts not in evidence, legal opinion.</i></p> <p>Later that evening, I met with Li who disclosed his plans to misrepresent Pinscreen’s technology to the public</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <hr/> <hr/>

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	<p>during ACM SIGGRAPH RTL on August 1, 2017. I objected to Li's decision because it constituted investment fraud and was against the law. Additionally, I told Li that if the issues are not resolved internally, I will inform ACM and USC and escalate higher up until the issues are resolved. I believed and believe that ACM and USC had the authority to investigate and correct the violations. At the time, Li was employed by USC and was submitting papers to ACM on behalf of Pinscreen and USC. When I threatened to escalate the matter higher up, I implicitly indicated to Li that if the issues remained unresolved, I would disclose the violations to government and law enforcement agencies, which Li understood. Nevertheless, Li brushed off my concerns until after the RTL demo wherein we would discuss these issues on Monday, August 7, 2017.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>44. Sadeghi ¶ 24, at 7:21-23</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, unsupported by evidence, not secondary evidence.</i></p> <p>I had similar job responsibilities to [Seo and Nagano] and Hu while I worked at Disney and I received overtime wages. When I communicated my beliefs about their non-exempt status, they clarified that they are not sure about their status and that Pinscreen never informed them that they were exempt.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Furthermore, no document introduced by Plaintiff supports the claim regarding "similar job responsibilities," and Plaintiff has laid no foundation about his job responsibilities as Google. Notably, Plaintiff has failed to produce any wage documents from his employment at Google and moved to quash a subpoena on Google for personnel and payroll files on the grounds of relevance. Never</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

1	mentioned in deposition testimony as a purported basis for “reasonable belief.”	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p data-bbox="277 243 586 310">45. Sadegh ¶ 25, at 8:1-15</p> <p data-bbox="610 243 1214 386">Objections and Motion to Strike: <i>Lacks foundation and authentication, improper expert testimony, not secondary evidence, speculation, irrelevant.</i></p> <p data-bbox="659 422 1166 1661">On July 30, 2017, I started outlining my objections in writing in a document titled “Pinscreen Concerns” on Google Drive³ which annotates all modifications to the document and the time they are made. The Google Drive metadata confirms that the document was created on July 30, 2017 at 3:47 p.m. and edited periodically at least 43 times, until August 7, 2017 at 11:39 a.m. and never since. (Ex. 3) Since my work computers were all synchronized through Google Chrome Synch, each access to this document would be captured in the Chrome history database on all synched computers. The Chrome history of my work laptop is consistent with the Google Drive edit histories and additionally shows that the document was indeed viewed during the termination meeting on August 7, 2017 at 1:27 p.m. (Ex. 39, Ex 40) However, the Chrome history of my work desktop indicates missing entries when the “Pinscreen Concerns” document was created. Other browsing histories (unrelated to this document) before and after the creation time appear in the browsing history of both my work laptop and desktop which implies that Chrome Synch was properly functioning. (Ex. 41, Ex. 42) Based on this information, I believe that Pinscreen deleted the browsing history entries related to my objections in the “Pinscreen Concern” document in order to hide the fact that it had access to my written objections as early as July 30, 2017.</p> <p data-bbox="610 1696 1130 1759">Legal Analysis re Basis for Objection: <i>See above.</i></p> <p data-bbox="610 1791 1162 1915">Regarding “Expert Testimony,” see Cal. Evid. Code §§ 720, 800-803; <i>Greshko v. County of Los Angeles</i>, 194 Cal. App. 3d 822, 834 (1987) (“Affidavits or</p>	<p data-bbox="1239 243 1466 401"> <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: </p> <p data-bbox="1239 436 1430 499"> <hr/> <hr/> </p>

<p>1 2 3 4 5 6 7</p>	<p>declarations setting forth only conclusions, opinions or ultimate facts are held insufficient; even an expert’s opinion cannot rise to the dignity of substantial evidence if it is unsubstantiated by facts”); <i>Reida v. Lund</i>, 18 Cal. App. 3d 698, 702 (1971) (finding diagnosis and conclusions arrived at from depositions, newspaper reports, and a distrust for the other side’s contrary declarations “lacks even a modicum of evidentiary value, for it amounts to no more than the psychologist’s personal and unsupported expression of disbelief in the testimony of another”).</p>	
<p>8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p>	<p>46. Sadeghi ¶ 26, at 8:16-18</p> <p>Objections: <i>Contradicts prior sworn testimony re: “current and prospective investors”; legal opinion re: deception; not supported by evidence.</i></p> <p>On August 1, 2017, during its demo at ACM SIGGRAPH RTL at the Los Angeles Convention Center, Pinscreen, under Li’s leadership, orchestrated an elaborate deception in front of thousands of attendees and viewers, <u>including its current and prospective investors.</u></p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In connection with contradicting prior sworn testimony, <i>D’Amico v. Board of Med. Examiners</i>, 11 Cal. 3d 1, 21-22 (1974) bars testimony that contradicts a prior sworn admission made during discovery. <i>See also Archdale v. American Internat. Specialty Ins. Co.</i>, 154 Cal.App.4th 449, 473 (2007) (“Where a party’s self-serving declarations contradict credible discovery admissions and purport to impeach that party’s own prior sworn testimony, they should be disregarded”); [In summary judgment context, add: It holds that an affidavit or declaration contradicting a sworn admission does not raise substantial evidence of a triable issue of fact to defeat a summary judgment motion. <i>Collins v. Hertz Corp.</i>, 144 Cal.App.4th 64, 75 n. 5, 79 (a declaration contradicting deposition testimony is insufficient to defeat summary judgment when objection to evidence raised).]</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>Here, the claim regarding “current and prospective investors” is belied by Plaintiff’s deposition testimony.</p> <p>·Q. Can you identify -- can you identify a single investor by name that was in the audience of Real-Time Live?</p> <p>A. I don't have personal knowledge of it.</p> <p>Q. Has anybody informed you of the identity of any investor at SIGGRAPH that was in the audience during Real-Time Live?</p> <p>A. So your question is investors physically present in the auditorium of SIGGRAPH Real-Time Live?</p> <p>Q. That's right.</p> <p>A. I wouldn't have personal knowledge of it, but I would assume many.</p> <p>Q. And has anybody informed you of any investors or potential investors by name that were viewing SIGGRAPH online?</p> <p>A. Again, I don't have personal knowledge, but I would assume, basically, virtually any investor in the field of VR, games, avatars, everyone would be watching that event. But, again, if you want me to give you a personal knowledge example, I wouldn't be able to.</p> <p>(Sadeghi Depo., at 210:20-23; 211:9-21.)</p>	
<p>47. Sadeghi ¶ 26, at 8:18-20</p>	<p>Objection and Motion to Strike: <i>Not authenticated, assumes facts not in evidence, hearsay, speculation.</i></p> <p>Evidence:</p> <p>Pinscreen’s misrepresentation during RTL has been fully investigated and confirmed by the USC Office of Research and USC’s Research Integrity Officer Dr. Kristen Grace. (Ex. 15)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>48. Sadeghi ¶ 26, at 8:20-25</p>	<p>Objection and Motion to Strike: Lacks foundation, improper expert testimony by lay witness, lacks authentication, improper</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

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<p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p>	<p>49. Sadeghi ¶ 27, at 9:1-3.</p> <p>Objections and Motion to Strike: <i>Not supported by evidence, lacks foundation, secondary evidence rule.</i></p> <p>Evidence:</p> <p>On August 6, 2017, I emailed Li and Yen-Chun Chen requesting a meeting on August 7, 2017 as a follow-up to my objections to Li on July 22, 2017, and to reiterate and document my objections.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
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<p>1 51. Sadeghi ¶ 28, at 2 9:10-12 3 4 5 6 7 8 9 10 11</p>	<p>Objections and Motion to Strike: Lacks foundation, not supported by evidence, and assumes facts not in evidence re “Li had promised to talk to me bout my objections to Pinscreen’s violations [etc.]</p> <p>On August 7, 2017—the day <u>Li had promised to talk to me about my objections to Pinscreen’s violations including the deception at SIGGRAPH RTL</u>—I met with Li and Yen-Chun Chen</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Plaintiff cites to no evidence regarding Li “promising” to talk to Plaintiff about “my objections to Pinscreen’s violations including the deception at SIGGRAPH.” This allegation appears to have been first stated in this Opposition.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>12 52. Sadeghi ¶ 28, at 13 9:14-16 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p>	<p>Objections and Motion to Strike: <i>Contradicts prior sworn testimony, lacks foundation, not supported by evidence.</i></p> <p>Evidence:</p> <p><i>Rather than discuss my objections and how to fix them, and following my objections, Pinscreen terminated me</i> despite my clean personnel file and despite my significant contributions to Pinscreen’s technology, infrastructure, and leadership.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, with respect to contradicting prior testimony, Sadeghi has admitted that Dr. Li and Ms. Chen brought the termination letter and packet with them to the meeting August 7, such that the termination decision had necessarily already been made before the August 7 meeting.</p> <p>· Q· During any -- during [the August 7] meeting, did [Hao] or Frances leave the meeting, or were they there the whole time until you were handed the termination letter? A· Until the termination letter, I believe we were all just in that room.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

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	<p>Q. Okay. So [...] as far as you know, he had that with him already? A. Yes. [...] A. Well, if you're trying to get the admission that I believe that he already had the letter, I believe yes, he already had the letter.</p> <p>(Pl. Ex. 4, at 478:13-22; 479:2-479:4.)</p>	
<p>53. Sadeghi ¶ 29, at 9:22-23.</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, speculation, irrelevant.</i></p> <p>Evidence:</p> <p>I believed and believe that ACM and USC had the authority to investigate and correct the violations.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>54. Sadeghi ¶ 29, at 9:23-25.</p>	<p>Objections and Motion to Strike: <i>Contradicts prior sworn testimony, lacks foundation, speculation, incomplete.</i></p> <p>Evidence:</p> <p>I informed Li that I would report his fraud and other violations to ACM and USC if the issues were not resolved and implicitly indicated that I would take it to government and law enforcement agencies as well if needed.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, Plaintiff has never previously alleged that he threatened to report Li to ACM and (or) USC, or that he had “implicitly indicat[.]” that he would “take it to government and law enforcement.” Following over a thousand pages of verified pleadings and discovery on these precise issues, Plaintiff only invented this purported claim in his opposition to summary judgment.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>55. Sadeghi ¶ 31, at 10:16, 25-26</p>	<p>Objections and Motion to Strike: <i>Speculation, lacks foundation, not based on personal knowledge, improper expert opinion.</i></p> <p>Evidence:</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to:</p>

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	<p>I believe Pinscreen retaliated against me ... (5) because my written objections document "Pinscreen Concerns" was accessible to Pinscreen as of July 30, 2017.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<hr/> <hr/>
56. Sadeghi ¶ 32:1-5	<p>Objections and Motion to Strike: <i>Speculation as to "intended", lacks foundation, not based on personal knowledge; secondary evidence rule, legal opinion re "agreed", irrelevant.</i></p> <p>Evidence:</p> <p>It was intended and agreed that Pinscreen would compensate me for my health insurance coverage as a business expense until Pinscreen obtained group coverage. On February 7, 2021, I was promised by Yen-Chun Chen (Pinscreen's CFO) in writing that I would be reimbursed for my COBRA insurance premiums (Ex. 27).</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>
57. Sadeghi ¶ 36:22-24	<p>Objections and Motion to Strike: <i>Contradicts prior sworn testimony, secondary evidence rule, irrelevant.</i></p> <p>Evidence:</p> <p><u>Pinscreen never informed of any reasons for my termination....</u></p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Sadeghi contradicts his sworn deposition testimony, where he testifies that he <i>was</i> provided reasons for his termination at the termination meeting.</p> <p>Q. So going back to the termination, have you now told me</p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>

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	<p>everything that you recall anybody saying during that termination meeting? ... A. All right. So we talked about -- I kept asking him, "What is the reason?" And he said evasive answers ... Examples of evasive answers was "It's small," "You're not working," and "We're too small for you," and "I don't need to tell you why." And he said some stuff about like using emojis, that he didn't like that I used emojis or something, which is ridiculous when the company is working on creating emojis, stuff like this.</p> <p>(Ex. 4, at 487:1-10.)</p>	
58. Sadeghi ¶ 37:25-26	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, not supported by evidence, improper opinion</i></p> <p>Evidence:</p> <p>Li lied on his social media and in the press falsely claiming that my termination was due to, not once but, "repeated violations of the company's ethical standards and code of conduct."</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
59. Sadeghi ¶ 38:4-8	<p>Objections and Motion to Strike: <i>Misstates and is not supported by evidence, speculation, lacks foundation.</i></p> <p>Evidence:</p> <p>My Pinscreen Concerns document was created <u>two days before Pinscreen claims it initiated my termination.</u> ... I believe the timing of the events implies that Yen-Chun Chen sent the email after Pinscreen viewed my written objections in the "Pinscreen Concerns" document, calls for expert opinion.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, Pinscreen has never contended that it initiated Dr. Sadeghi's termination</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

<p>1 2 3 4 5 6 7</p>	<p>on August 1 (two days after the date that Dr. Sadeghi claims to have created it his self-serving “Pinscreen Concerns” document). Rather, “[I]n June and July 2017, there were discussions among the Pinscreen leadership about how Sadeghi was not a good fit” and “By the later part of July 2017, Li and Pinscreen decided that they would have to terminate Sadeghi’s employment after the trade show in August 2017, which is what Pinscreen did.” (Motion, at p. 8, see also Motion at 10:25-11:7; Dft. Exh. 14, 18-22.)</p>	
<p>8 9 10 11 12 13 14 15 16 17</p>	<p>60. Objections and Motion to Strike: <i>Lack of authentication.</i></p> <p>Evidence:</p> <p>Attached hereto as Exhibit 3 is a true and correct copy of the Pinscreen Concerns document that I created on July 30, 2017.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Plaintiff must separately authenticate each purported version of his self-serving “Pinscreen Concerns” document attached in Exhibit 3. He does not do so.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>18 19 20 21 22 23 24 25 26 27 28</p>	<p>61. Sadeghi ¶ 40, at 12:16-18 [re: Exhibits 5, 6, 10, and 12]</p> <p>Objections and Motion to Strike: <i>Lack of authentication.</i></p> <p>Evidence:</p> <p>Attached hereto as Exhibits 5, 6, 10, and 12 are true and correct copies of SIGGRAPH documents that were circulated among the company during the course of my employment at Pinscreen.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Further, Evidence Code § 1400 states that “[a]uthentication of a writing means (a) the introduction of evidence sufficient to sustain a finding that it is the writing that the proponent</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

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	<p>of the evidence claims it is or (b) the establishment of such facts by any other means provided by law.”</p> <p>Plaintiff has provided no foundation to authenticate the documents of “SIGGRAPH,” which is at best a third party with which Plaintiff has no formal relationship, and more significantly Plaintiff has alleged that “ACM” is the proper name of the corporate entity (with which he also has alleged no formal relationship), while “SIGGRAPH” is simply the name of a conference hosted by ACM (Sadeghi Decl. ¶ 3.) Thus, Exhibits 5, 6, 10, and 12 cannot be authenticated by Plaintiff and/or Plaintiff has not demonstrated any foundation by which he could authenticate the same.</p>	
<p>62. Sadeghi ¶ 40, at 12:16-18 [re: Exhibits 39-41]</p>	<p>Objections and Motion to Strike: <i>Lack of authentication.</i></p> <p>Evidence:</p> <p>Attached hereto as Exhibit 39-41 are <u>true and correct copies of the Chrome browsing histories</u> from my work laptop obtained during the laptop inspection in this action.</p> <p>Legal Analysis re Basis for Objection:: <i>See above.</i></p> <p>Regarding authentication, the documents attached by Plaintiff as Exhibits 39-41 appear to be in the form of an Excel spreadsheet. There is no allegation that this is the native form taken by the documents. Plaintiff does not identify who created these attachments, the means by which they were created, or the source documentation. If the spreadsheet itself is a “true and correct copy” of another document, Plaintiff does not indicate which document, or why it is not being produced here.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

II. EVIDENTIARY OBJECTIONS TO THE DECLARATION OF ADAM ZAFFOS.

EVIDENCE OBJECTED TO	GROUNDS FOR OBJECTION	COURT’S RULING
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<p>1. Zaffos Decl. ¶ 6, at 1:26-2:4 [Exh. 32]</p>	<p>Objection and Motion to Strike: <i>Lack of authentication, hearsay irrelevant and immaterial. assumes facts not in evidence, secondary evidence.</i></p> <p>Evidence:</p> <p>On April 10, 2019, Jamie Hurewitz, VP of Legal, Commercial, IP and Compliance for GitLab contacted me by email. He advised that GitLab had responded to the DMCA takedown request as required by law and that the data relating to the request (13TB of information) would require GitLab to incur additional expenses to separately maintain it. If Dr. Sadeghi was not prepared to pay for the preservation, the data was going to be deleted pursuant to GitLab’s standard retention policies. A true and correct copy of Mr. Hurewitz’s April 25, 2019 email is attached hereto as Exhibit 32.</p> <p>Legal Analysis re Basis for Objection:: <i>See above.</i></p> <p>Additionally, Evidence Code § 1400 states that “[a]uthentication of a writing means (a) the introduction of evidence sufficient to sustain a finding that it is the writing that the proponent of the evidence claims it is or (b) the establishment of such facts by any other means provided by law.”</p> <p>Mr. Zaffos does not provide any foundation for his ability to authenticate an email purportedly from the Vice President of Legal, Commercial, IP and Compliance for GitLab.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>2. Zaffos Decl. ¶ 7 [Exh. 33]</p>	<p>Objection and Motion to Strike: <i>Lack of authentication, hearsay, irrelevant and immaterial. assumes facts not in evidence, secondary evidence rule.</i></p> <p>Evidence:</p> <p>On April 25, 2019, Mr. Hurewitz confirmed that GitLab’s retention policy is only two weeks, but that GitLab had set aside the data because</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

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	<p>Dr. Sadeghi was in the middle of litigation and they wanted to give him an opportunity to have GitLab preserve the information. That information prompted Dr. Sadeghi to pay the cost of having GitLab maintain the Pinscreen account pending this litigation. A true and correct copy of Mr. Hurewitz’s April 25, 2019 email is attached hereto as Exhibit 33.</p> <p>Legal Analysis re Basis for Objection:: <i>See above.</i></p> <p>Additionally, Evidence Code § 1400 states that “[a]uthentication of a writing means (a) the introduction of evidence sufficient to sustain a finding that it is the writing that the proponent of the evidence claims it is or (b) the establishment of such facts by any other means provided by law.”</p> <p>Mr. Zaffos does not provide any foundation for his ability to authenticate an email purportedly from the Vice President of Legal, Commercial, IP and Compliance for GitLab.</p>	
<p>3. Zaffos Decl. ¶ 8</p>	<p>Objections and Motion to Strike: <i>Lack of foundation, speculation, not based on personal knowledge, irrelevant and immaterial.</i></p> <p>Evidence:</p> <p>It was my understanding that, had Sadeghi not paid to preserve the Pinscreen code, that the code would have been deleted in accordance with GitLab’s retention policies as Pinscreen had stopped paying on their account.</p> <p>Legal Analysis re Basis for Objection:: <i>See above.</i></p> <p>Mr. Zaffos provides no admissible evidence upon which his purported “understanding” is based.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>4. Zaffos Decl. ¶ 15, at 4:9-12</p>	<p>Objections and Motion to Strike: <i>Lack of authentication, inadmissible hearsay,</i></p>	<p><input type="checkbox"/> Sustained</p>

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	<p><i>irrelevant and immaterial. assumes facts not in evidence.</i></p> <p>Evidence:</p> <p>A true and correct copy of the cited excerpts of the USC documents are attached hereto as Exhibit 36.</p> <p>Legal Discussion:</p> <p>Evidence Code § 1400 states that “[a]uthentication of a writing means (a) the introduction of evidence sufficient to sustain a finding that it is the writing that the proponent of the evidence claims it is or (b) the establishment of such facts by any other means provided by law.”</p> <p>Here, Mr. Zaffos does not provide any foundation for his ability to authenticate documents originating from the University of Southern California. Plaintiff has presented no declarant to authenticate the documents on behalf of USC. No custodian affidavit is attached. Evidence Code § 1560 requires that the subpoenaed documents be produced “together with the affidavit described in Section 1561.” No such affidavit has been introduced into evidence.</p>	<p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>5. Zaffos Decl. ¶ 16, at 4:13-24</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, improper expert opinion, improper argument, assumes facts not in evidence, secondary evidence rule.</i></p> <p>Evidence:</p> <p>As noted above, GitLab produced the code as it existed in August 2017 at the time of the RTL presentation. I have reviewed the code with Dr. Sadeghi and made the following observations concerning the “commits” in the code. The GitLab repository (https://gitlab.com/pinscreen/rtlapp.git, branch: master) maintained and produced by GitLab shows that Sadeghi was one of the most productive employees of Pinscreen. From April to August of 2017, Sadeghi submitted around 51 commits to the rtl-</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>app.git containing nearly half a million lines of software code and data which has been produced during discovery requiring 23600 pages (from Bates label SADEGHI 035069 to Bates label SADEGHI 058669). Compared to other Pinscreen employees during the same time period, Sadeghi submitted three times more commits than Li (~17 commits), twice as much as Cosimo Wei, Pinscreen's current CTO, (~24 commits), more than three times as much as Liwen Hu, Pinscreen's current VP of R&D (~14 commits), and more than Carrie Sun (~17 commits), Koki Nagano (~14 commits), Kyle Morgenroth (~9 commits), and Han-Wei Kung (~5 commits) combined.</p> <p>Legal Analysis re Basis for Objection::</p> <p>Mr. Zaffos, an attorney, has provided no foundation for his ability to decipher and render an expert opinion or interpretation regarding the contents of a software repository. Mr. Zaffos has not been retained as or provided any credentials reflecting expertise in computer science, engineering, programming, or the like. Thus, any and all statements by Mr. Zaffos regarding the contents of the Gitlab repository are inadmissible as a matter of law as Mr. Zaffos is not competent to testify thereto. Similarly, Sadeghi has not provided a foundation to adduce expert testimony and to the extent that Mr. Zaffos purports to rely to any extent on Sadeghi, his testimony is further hearsay.</p>	
<p>6. Zaffos Decl. ¶ 17, at 4:25-26 [Exh. 37]</p>	<p>Objections and Motion to Strike: <i>Lacks authentication; Lacks foundation, improper expert opinion, improper legal opinion, assumes facts not in evidence, secondary evidence rule.</i></p> <p>A true and correct copy of the fraudulent Pinscreen RTL Code held at GitLab that was executed at SIGGRAPH is submitted herewith as Exhibit 37.</p> <p>Legal Analysis re Basis for Objection:: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

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	<p>In addition, Mr. Zaffos, an attorney, has provided no foundation for his ability to decipher and render an expert opinion or interpretation regarding the contents of a software repository, or to authenticate a third party document derived thereof. Mr. Zaffos has not been retained as or provided any credentials reflecting expertise in computer science, engineering, programming, or the like. Thus, any and all statements by Mr. Zaffos regarding the contents of the Gitlab repository are inadmissible as a matter of law as Mr. Zaffos is not competent to testify thereto. In addition, “fraudulent” is a legal conclusion, and one upon which Mr. Zaffos has provided no foundation, nor any competent ability to draw a legal conclusion based on the purported contents of a software repository. Similarly, Sadeghi has not provided a foundation to adduce expert testimony and to the extent that Mr. Zaffos purports to rely to any extent on Sadeghi, his testimony is further hearsay.</p>	
<p>7. Zaffos Decl. ¶ 18, at 5:1-6. [Exh. 38]</p>	<p>Objections and Motion to Strike: <i>Lacks authentication; Lacks foundation, improper expert opinion, improper legal opinion, assumes facts not in evidence, secondary evidence rule.</i></p> <p>Evidence:</p> <p>Using Pinscreen’s RTL Code, I compiled the code into an executable file with Dr. Sadeghi’s assistance. That executable file is essentially the app that would have been demonstrated at RTL Live. A true and correct copy of the fraudulent Pinscreen RTL Code RTL executable file from the code held at GitLab which (i.e., the compiled application of the code that can be run by clicking on it) is submitted herewith as Exhibit 38. If the Court wishes, I can demonstrate the resulting RTL App.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

1 2 3 4 5 6 7 8 9 10 11 12 13 14	<p>In addition, Mr. Zaffos, an attorney, has provided no foundation for his ability to decipher and render an expert opinion or interpretation regarding the contents of a software repository, or to authenticate a third party document derived thereof. Mr. Zaffos has not been retained as or provided any credentials reflecting expertise in computer science, engineering, programming, or the like. Thus, any and all statements by Mr. Zaffos regarding the contents of the Gitlab repository are inadmissible as a matter of law as Mr. Zaffos is not competent to testify thereto. In addition, “fraudulent” is a legal conclusion, and one upon which Mr. Zaffos has provided no foundation, nor any competent ability to draw a legal conclusion based on the purported contents of a software repository. Similarly, Sadeghi has not provided a foundation to adduce expert testimony and to the extent that Mr. Zaffos purports to rely to any extent on Sadeghi, his testimony is further hearsay.</p>	
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III. EVIDENTIARY OBJECTIONS RE: PLAINTIFF’S SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PINSCREEN’S MSJ/MSA.

EVIDENCE OBJECTED TO	GROUNDS FOR OBJECTION	COURT’S RULING
8. AMF 66	<p>Objection and Motion to Strike: <i>Lacks foundation, hearsay, unsupported by evidence, lacks personal knowledge, irrelevant.</i></p> <p>Evidence:</p> <p>Li, as full-time faculty member at USC, received the following funding for the work presented in the abstract for, and the presentation at SIGGRAPH RTL live:</p> <ul style="list-style-type: none"> • Office of Naval Research, Award No. N00014-15-1-2639; to USC, Dr. Hao Li, P.I. • U.S. Army Research Laboratory under contract W911NF-14-D-0005; to 	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr style="width: 100%; border: 0.5px solid black; margin-top: 5px;"/> <hr style="width: 100%; border: 0.5px solid black; margin-top: 5px;"/>

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<p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p>9. AMF 67</p> <p>Objections and Motion to Strike <i>Lacks foundation, unsupported by evidence, irrelevant and immaterial, legal opinion.</i></p> <p>Evidence:</p> <p>Before Sadeghi started work at Pinscreen, Li misrepresented Pinscreen’s avatar generation capabilities to Sadeghi. Li claimed that Pinscreen had the capability of autogenerating avatars using cutting-edge deep neural networks and artificial intelligence.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>With respect to the relevance objection, the evidence is irrelevant because Plaintiff’s fraudulent inducement claims have been dismissed. Legal conclusion as to “misrepresented.” Lacks foundation.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>10. AMF ¶ 68</p> <p>Objection: <i>Lacks foundation, lack of authentication, no personal knowledge, speculation, hearsay.</i></p> <p>Evidence:</p> <p>On January 16, 2017, Pinscreen submitted “Avatar Digitization From a Single Image” to ACM SIGGRAPH. Pinscreen learned, after Sadeghi joined, that the submission was</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>rejected. One of the reasons for the rejection, given by the conference reviewers, was the poor quality of Pinscreen’s avatars. One of the conference reviewers stated that the quality of Pinscreen avatars were “below the SIGGRAPH standard,” that “a lot of disturbing artifacts (e.g. in regions around the silhouette) can be observed in almost all hair models” and that they “seriously doubt if the quality is good enough for games or VR [Virtual Reality] applications.”</p> <p>Sadeghi Decl. ¶8 Ex. 7, March 9, 2017 ACM Submission Reviews</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Furthermore, the reviews set forth in Exhibit 7 are not authenticated, and they must be authenticated by ACM. Also, Sadeghi lacks personal knowledge because he did not start working at Pinscreen until February 2, after the January 16, 2017 date referenced here. Finally, Exhibit 7, which is not authenticated, does not appear to reference any “rejection” by ACM as a whole.</p>	
<p>11. AMF ¶ 70</p>	<p>Objection: <i>Lacks foundation, legal opinion, lack of personal knowledge, speculation.</i></p> <p>Evidence:</p> <p>Shortly after starting work at Pinscreen on February 2, 2017, Sadeghi discovered that it misrepresented its technology in scientific submissions and to its investors and was involved in other unlawful practices including wage, visa, and discrimination violations. Sadeghi also discovered that Pinscreen was representing its avatars to be ‘s avatars were autogenerated using cutting-edge deep neural networks and artificial intelligence, when said avatars were being manually prepared and tweaked by Pinscreen employees and freelance artists.</p> <p>Legal Analysis re Basis for Objection:</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<i>See above.</i>	
12. AMF ¶ 71	<p>Objection: <i>Lacks foundation, not supported by evidence, irrelevant.</i></p> <p>Evidence:</p> <p>On March 7, 2017 Sadeghi and Li met with prospective investor Softbank Venture Korea (“Softbank”). Li asked an employee to handpick the hair models to show Softbank.</p> <p>Ex. 2, p. 151:12-16, 195:8-22.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, this “evidence” is Based entirely on Sadeghi’s own declaration and deposition testimony. It is not supported by any other documents.</p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>
13. AMF ¶ 72	<p>Objection: <i>Lacks foundation, not supported by evidence, irrelevant.</i></p> <p>Evidence:</p> <p>On March 9, 2017, Sadeghi had dinner with Li in Santa Monica. Sadeghi objected to Pinscreen’s misrepresentations and visa violations and expressed his belief that those practices are “not allowed” and “against the law.” In response to his objections, Li stated that Pinscreen had been practicing the strategy of “Fake it till you make it” and declared that “it has been working great” and that these misrepresentations are “not important” because they were “not public” and promised Sadeghi that there would be no public misrepresentations.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, this “evidence” is Based entirely on Sadeghi’s own declaration and deposition testimony. It is not supported by any other documents.</p>	<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: <hr/> <hr/>

<p>1 14. AMF ¶ 73</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>	<p>Objection: <i>Lacks foundation, not supported by evidence, irrelevant and immaterial, incomplete, secondary evidence.</i></p> <p>Evidence:</p> <p>On March 27, 2017, between the SIGGRAPH Asia submission in January 2017 and the April 2017 submission to SIGGRAPH RTL SIGGRAPH Real-Time Live (“RTL”), Li acknowledged that Pinscreen did not have time and would probably have to “cheat” and “fake things.” Ex. 14, SADEGHI 033985, Sadeghi 059847- 059849</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>11 15. AMF ¶ 75</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p>	<p>Objection: <i>Lacks foundation. not supported by evidence, irrelevant and immaterial, lack of personal knowledge.</i></p> <p>Evidence:</p> <p>In the submission, Pinscreen claimed that hair models created by a German freelance artist Leszek (which required hours of manual labor and cost hundreds of Euros) were automatically generated in seconds.</p> <p>Sadeghi Decl. ¶13</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In addition, this “evidence” is based entirely on Sadeghi’s own declaration.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>22 16. AMF ¶ 76</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objection: <i>Lacks foundation, not supported by evidence, irrelevant and immaterial, lack of personal knowledge, speculation.</i></p> <p>Li ordered employees to fabricate parts of the submission by hand. Li’s idea was to submit the paper and then make it happen, and if they could not make it would, they would not present. Li assured Sadeghi that data fabrication was always private and would not be public.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>17. AMF ¶ 77</p>	<p>Objection: <i>Hearsay, no authentication, not supported by evidence.</i></p> <p>On May 23, 2017, Pinscreen made a submission to SIGGRAPH Asia. The RTL abstract and presentation were based on work described in this submission, “Avatar Digitization From a Single Image For Real-time Rendering” which included a video.</p> <p>Ex. 36, USC000006</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>18. AMF ¶ 78</p>	<p>Objection: <i>Lacks foundation, not supported by evidence, legal opinion.</i></p> <p>On May 23, 2017, Sadeghi confronted Li about the avatar fabrication and scientific misconduct committed in Pinscreen’s SIGGRAPH Asia 2017 Technical papers. Li claimed that by the time of the conference in November 2017, Pinscreen would have achieved the claims in the paper. Li promised Sadeghi that Pinscreen would not present something it did not have.</p> <p>Sadeghi Decl. ¶¶11-12 Ex. 2, p. 217:4-219:25</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>19. AMF ¶ 80</p>	<p>Objection: <i>Lacks foundation, not supported by evidence, legal opinion.</i></p> <p>On June 28, 2017, in the conference room at Pinscreen, Sadeghi objected to Li about Pinscreen’s wage and visa violations. Sadeghi objected that Pinscreen’s non-exempt employees were working insane hours and were not paid overtime. Sadeghi also confronted Li about the employment of foreign employees without proper work visas.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>

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	<p>Ex. 2, p. 124:3-14, 231:3-234:4</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>20. AMF ¶ 81</p>	<p>Objections: <i>Irrelevant and immaterial, incomplete.</i></p> <p>On June 29, 2017, Li sent a message indicating that he was “worried that nothing will work by the [sic] rehearsal and we have to some shitty cheating again.”</p> <p>Ex.14, SADEGHI063139-40</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>21. AMF ¶ 82</p>	<p>Objections: <i>Hearsay, lacks foundation not supported by evidence, not secondary evidence, irrelevant</i></p> <p>On July 7, 2017, Pinscreen participated in the RTL virtual rehearsal. At this time the SIGGRAPH RTL crew asked Pinscreen if extra bandwidth or special equipment was needed to ensure that the Real-Time presentations would be executed smoothly.</p> <p>Ex. 15</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>
<p>22. AMF ¶ 83</p>	<p>Objections: <i>Not authenticated, lacks foundation, hearsay, irrelevant.</i></p> <p>On July 12, 2017, in response to SIGGRAPH’s inquiry as to “Why the quality is so improved comparing with previous submission.” Pinscreen confirmed in writing that Sadeghi’s contributions to its hair appearance technology is a significant improvement and wrote “For the hair, our previous submission only used a primitive hair texture rendering based on Blinn-Phong shading and transparency ordering was not implemented. In this submission, hair shading has been significantly</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to: _____ _____</p>

<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>improved using a variant of Sadeghi 2010 (used in Disney's Tangled) [...]"</p> <p>Sadeghi Decl. ¶18 Ex. 12-13</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p>	<p>23. AMF ¶ 84</p> <p>Objections: <i>Lacks authentication, speculation, and assumes facts not in evidence re: "earlier decision," incomplete, secondary evidence.</i></p> <p>While Sadeghi was gone, Li changed his earlier decision and announced that Sadeghi would be the main presenter at RTL.</p> <p>Sadeghi Decl. ¶¶20-21 Ex. 22</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p>	<p>24. AMF ¶ 85</p> <p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence, assumes facts not in evidence, expert opinion.</i></p> <p>On July 22, 2017, Sadeghi tested Pinscreen's avatar generation and verified that it is slower and lower quality than Pinscreen's claims in its submission on April 4, 2017. Sadeghi reported on PinscreenTeamAll that "The creation took ~90 seconds" and shared an image of the incorrect autogenerated hairstyle. Later that evening Sadeghi met privately with Li, who disclosed his plan to misrepresent Pinscreen's technology to the public during RTL. Li was the one with the ability to correct the violations, including the RTL presentation.</p> <p>Sadeghi Decl. ¶23 Ex. 2, p. 279:24-280:11</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>28</p>	<p>25. AMF ¶ 86</p> <p>Objections and Motion to Strike: <i>Lacks foundation, not supported by evidence,</i></p>	<p><input type="checkbox"/> Sustained</p>

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	<p><i>assumes facts not in evidence, contradicts sworn testimony, expert opinion.</i></p> <p>In that meeting on July 22, 2017, Sadeghi told Li if the issues were not resolved internally, that he would inform ACM and USC and escalate higher up until the issues are resolved. At the time, no one outside Pinscreen was aware that the technology was being misrepresented as working at RTL demo when it didn't. Li brushed off Sadeghi's concerns to be discussed after RTL.</p> <p>Sadeghi Decl. ¶23. Ex. 4, pp. 458:11-459:15</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
26. AMF ¶ 87	<p>Objections and Motion to Strike: <i>Lacks foundation, speculation, not based on personal knowledge, assumes facts not in evidence, expert opinion</i></p> <p>Evidence:</p> <p>On July 30, 2017, Sadeghi created a document, "Pinscreen Concerns." This document was synched to Sadeghi's company computer at Pinscreen's office which was accessible by Pinscreen. Pinscreen has since produced Sadeghi's company computer Chrome browsing history which contains numerous deleted entries at the time of the creation of this document. It appears that Pinscreen was able to and did access this complaint documents and thus knew that Sadeghi intended to escalate his whistleblowing if his complaints were not addressed.</p> <p>Decl. ¶25 Ex. 3</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 27. AMF ¶ 88</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, expert opinion, speculation.</i></p> <p>Evidence:</p> <p>On Tuesday, August 1, 2017, Pinscreen publicly presented a real-time presentation of newly developed computer graphics at SIGGRAPH Real-Time Live demonstration 2017 (“RTL 2017”) claiming that it had the software technology to autogenerate an avatar. There were no connectivity issues at RTL.</p> <p>Sadeghi Decl. ¶26 Ex. 15</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>12 28. AMF ¶ 89</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, secondary evidence rule, not supported by evidence.</i></p> <p>On Sunday, August 6, 2017, Sadeghi messages Li that he wants to have a one-on-one meeting to talk about important topics.</p> <p>Ex. 4, p. 465:21-467:17 Sadeghi Decl. ¶27</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>21 29. AMF ¶ 90, at 46:22-23</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, contradicts prior sworn testimony.</i></p> <p>On August 7, 2017, Sadeghi met with Li and Yen-Chun Chen. <u>He opened his laptop to share his notes summarized in the Pinscreen Concerns file.</u></p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>In particular, this claim regarding “sharing notes” at the meeting blatantly contradicts Sadeghi’s deposition testimony:</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>11 Did you hand any documents 12 to Dr. Li or Miss Chen 13 during the termination meeting 14 that you described? 15 A. I don't recall such a thing. 16 Q. Did you give them a copy 17 of either 18 electronically or physically of 19 your Pinscreen concerns 20 document? 21 A. I don't believe so. 22 Q. Did you show them that 23 document? 24 A. If they looked at my screen, 25 they would see it. 26 Q. Were they -- were they 27 positioned in such a way 28 to be able to read from your screen, either of them? A. Perhaps not. Yeah, this would be a speculation.</p> <p>Ex. 4 (496:11-23).</p>	
<p>30. AMF ¶ 90, at 46:22-24</p>	<p>Objection and Motion to Strike: <i>Lacks foundation, contradicted by prior sworn testimony, unsupported by evidence.</i></p> <p>At that meeting, Sadeghi objected to Pinscreen's violations as being "illegal crimes" at which time he was terminated.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Moreover, the term "illegal crimes" does not appear in Plaintiff's deposition testimony regarding the termination meeting, nor does Plaintiff testify that he was terminated after objecting to the violations being "illegal crimes." (Ex. 4, 475:24-483:6.) In addition, Sadeghi testified that Dr. Li and Ms. Chen brought the termination letter with them to the meeting, such that the termination decision had already been made.</p> <p>A. Well, if you're trying to get the admission that I believe that he already had the letter, I believe yes, he already had the letter.</p>	<p><input type="checkbox"/> Sustained <input type="checkbox"/> Overruled <input type="checkbox"/> Sustained in part as to: _____ _____</p>

<p>1 2 3 4 5</p>	<p>(Ex. 4, at 479:2-479:4.) In addition, Plaintiff has admitted that Dr. Li delayed the final termination pending a meeting with the Board (Ex. 4, at 482:17-483:2; see also Verified Complaint ¶ 133 (“During the meeting, Sadeghi requested to meet Pinscreen's full board of directors before the termination decision was final, to which Li responded, "sure.")).</p>	
<p>6 7 8 9 10 11 12 13</p>	<p>31. AMF ¶ 90</p> <p>Objections and Motion to Strike: <i>Lacks foundation, assumes facts not in evidence, irrelevant and immaterial, hearsay.</i></p> <p>Evidence:</p> <p>The situation was highly confrontational, Li lost his temper, pushed Sadeghi out of the conference room and had Pinscreen employees pursuing him out of the office, ultimately attacking him and forcefully grabbing his backpack.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p>	<p>32. AMF ¶ 93</p> <p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial, and prejudicial.</i></p> <p>On or about July 14, 2018, an Inquiry Panel was charged by USC to review the allegations for credibility and to carry out an initial review of evidence. The Inquiry Panel interviewed the Complainant on November 9, 2018, and the Respondent on September 25 and October 26, 2018. An inquiry report was drafted and sent to Dr. Li for comment. Dr. Li responded to the Inquiry Report on January 24, 2019. The final inquiry report was forwarded to the USC Provost on January 29, 2019 and approved January 30, 2019. An Investigation Committee was charged by USC with the investigation on or about February 26, 2019.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 33. AMF ¶ 94</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial, and prejudicial, improper expert opinion.</i></p> <p>Evidence:</p> <p>On or about July 14, 2018, an Inquiry Panel was charged by USC to review the allegations for credibility and to carry out an initial review of evidence. The Inquiry Panel interviewed the Complainant on November 9, 2018, and the Respondent on September 25 and October 26, 2018. An inquiry report was drafted and sent to Dr. Li for comment. Dr. Li responded to the Inquiry Report on January 24, 2019. The final inquiry report was forwarded to the USC Provost on January 29, 2019 and approved January 30, 2019. An Investigation Committee was charged by USC with the investigation on or about February 26, 2019.</p> <p>Ex. 36, USC000002</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>16 34. AMF ¶ 95, at 48:2-4</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial, and prejudicial, improper expert opinion, speculation</i></p> <p>Evidence:</p> <p>At the request of the USC Office of Research, Dr. Li provided access to the code utilized to run the RTL 2017 demonstration. This code was housed on GitLab, an online code repository. It was not publicly accessible.</p> <p>Ex. 36, USC000007.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>26 35. AMF ¶ 96, at 48:5-12</p> <p>27</p> <p>28</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial,</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

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	<p><i>and prejudicial, improper expert opinion, speculation</i></p> <p>Evidence:</p> <p>At the request of the Committee, USC hired an outside, independent consulting firm to analyze this code in relation to the Dr. Li’s claims, the allegations at hand and the RTL Presentation. The summary of findings from this Report, among other things, that:</p> <p>a. “The Demo Software does not include functionality for creating a 3D avatar from an image, either fully automatically or otherwise.”</p> <p>e. “The Demo Software was designed to mislead the viewer. For example, the Demo Software includes a “progress bar” that appears to show the progress of an underlying computation to generate and avatar, when in fact there is no corresponding underlying computation and the progress bar simply fills up according to a timer.”</p> <p>Ex. 36, USC000008.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>36. AMF ¶ 97, at 48:13-16</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial, and prejudicial, improper expert opinion, speculation.</i></p> <p>As part of the investigation, on June 21, 2019, sent a letter to Dr. Li requesting access to Li’s laptop and any other hard drives (e.g., group servers, on the cloud or elsewhere) where the program codes relevant to the allegations being reviewed may be found.</p> <p>Ex. 36, USC000452-453.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>37. AMF ¶ 98, at 48:16-22</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial,</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

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	<p><i>and prejudicial, improper expert opinion, speculation.</i></p> <p>On June 27, 2019, Dr. Li handed over a MacBook PRO serial number C02V0C9J93D to ICT Information Security (ICT IS). A report by ICT IS dated July 8, 2019 (Att. 9) found that the machine contained very little data and appeared to have been reformatted just days earlier. This laptop serial number is not registered as a USC asset. As the folder copied to the laptop contained last modified times pointing back to June 24, 2019 there was no way to gain visibility into the original creation time because the items had been tampered with since the copy was made from another media source to that laptop.</p> <p>Ex. 36, USC0000011-12, USC000408-412</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>38. AMF ¶ 99, at 48:22-27</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence rule, irrelevant and immaterial, immaterial, and prejudicial, improper expert opinion, speculation.</i></p> <p>On July 2, 2019, USC sent a follow-up email to Dr. Li (Att. 17) requesting that he turn in his University Laptop for copying. On July 10, 2019, Li dropped off a MacBook Pro, serial number C02DE11GRF1 and a Western Digital Elements External Hard Drive, Serial Number WXSIEC7EKWMF to ICT IS. A report by ICT IS dated July 29, 2019 finds a similar scenario, where recent imaging had taken place, making any data found on the computer impossible to verify.</p> <p>Ex. 36, USC0000012, 467.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>39. AMF ¶ 100, at 49:2-6</p>	<p>Objections and Motion to Strike: <i>Lacks authentication, hearsay, secondary evidence</i></p>	<p><input type="checkbox"/> Sustained</p>

<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p>	<p><i>rule, irrelevant and immaterial, immaterial, and prejudicial, improper expert opinion, speculation.</i></p> <p>The Committee finds that Dr. Hao Li, Associate Professor, Viterbi School of Engineering, USC, falsely presented his research in an abstract submitted to, and in a presentation at, SIGGRAPH Real-Time-Live 2017. The Investigation Committee recommended findings of Research Misconduct regarding the two allegations investigated. Final findings were to be communicated to SIGGRAPH and all relevant federal agencies.</p> <p>Ex. 36, USC0000012-13.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p>	<p>40. AMF ¶ 101</p> <p>Objections and Motion to Strike: <i>Not based on personal knowledge, assumes facts not in evidence, irrelevant and immaterial, immaterial, and prejudicial, hearsay, speculation.</i></p> <p>Li has since left his Associate Professor position at USC. <u>The termination of Li's employment was not voluntary.</u></p> <p>Hao Decl. ¶2 Sadeghi Decl. ¶10</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>41. AMF ¶ 102</p> <p>Objections and Motion to Strike: <i>Not based on personal knowledge, assumes facts not in evidence, secondary evidence rule, hearsay, speculation, legal opinion.</i></p> <p>On December 9, 2019, Kristen Grace of USC confirmed that Li had admitted, in so many words, that the code containing prebuilt avatars was executed at the RTL presentation.</p> <p>Ex. 15</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

<p>1 42. AMF ¶ 104</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p>	<p>Objections and Motion to Strike: <i>Not based on personal knowledge, assumes facts not in evidence, secondary evidence rule, hearsay, speculation, legal opinion.</i></p> <p>USC’s report ultimately concluded that Li and his team presented pre-programed, manually produced avatar generation. Ex. 36, USC000012.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>9 43. AMF ¶ 105</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>Objections and Motion to Strike: <i>Contradicts prior sworn testimony, secondary evidence rule, irrelevant.</i></p> <p><u>Pinscreen never informed Sadeghi of any reasons for his termination</u> and his personnel file, termination letter, severance package, are all bereft of any concerns regarding his performance and employment whatsoever. Sadeghi’s Decl. ¶36</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>The claim that Pinscreen “never informed Sadeghi of any reasons for his termination” is flatly contradicted by his deposition testimony regarding the August 7 meeting.</p> <p>Q. So going back to the termination, have you now told me everything that you recall anybody saying during that termination meeting? ... A. All right. So we talked about -- I kept asking him, "What is the reason?" And he said evasive answers ... Examples of evasive answers was "It's small," "You're not working," and "We're too small for you," and "I don't need to tell you why." And he said some stuff about like using emojis, that he didn't like that I used emojis or something, which is ridiculous when the company is working on creating emojis, stuff like this.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>

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	<p>(Ex. 4, at 487:1-10.)</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p>	
<p>44. AMF ¶ 106</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, speculation, not based on personal knowledge, improper expert testimony, lacks authentication, secondary evidence rule.</i></p> <p>The GitLab repository (https://gitlab.com/pinscreen/rtl-app.git, branch: master) maintained and produced by GitLab shows that Sadeghi was one of the most productive employees of Pinscreen. From April to August of 2017, Sadeghi submitted around 51 commits to the rtl-app.git containing nearly half a million lines of software code and data which has been produced during discovery requiring 23600 pages (from Bates label SADEGHI 035069 to Bates label SADEGHI 058669). Compared to other Pinscreen employees during the same time period, Sadeghi had submitted three times more commits than Li (~17 commits), twice as much as Cosimo Wei, Pinscreen’s current CTO, (~24 commits), more than three times as much as Liwen Hu, Pinscreen’s current VP of R&D (~14 commits), and more than Carrie Sun (~17 commits), Koki Nagano (~14 commits), Kyle Morgenroth (~9 commits), and Han-Wei Kung (~5 commits) combined.</p> <p>Zaffos Decl. ¶ 16.</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Zaffos has laid no foundation for being a computer science, programming, or engineering expert, to be competent to opine on the contents of the computer code entries contained in a software repository.</p>	<p><input type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
<p>45. AMF ¶ 107</p>	<p>Objections and Motion to Strike: <i>Lacks foundation, speculation, not based on</i></p>	<p><input type="checkbox"/> Sustained</p>

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	<p><i>personal knowledge, improper expert testimony, lacks authentication, secondary evidence rule.</i></p> <p>GitLab also produced the RTL Code which would have been used for the RTL demo on August 1, 2017. Counsel compiled the code into an executable file that can be demonstrated if necessary.</p> <p>Ex. 37, 38</p> <p>Legal Analysis re Basis for Objection: <i>See above.</i></p> <p>Zaffos has laid no foundation for being a computer science, programming, or engineering expert, to be competent to opine on the contents of the computer code entries contained in a software repository. Nor can he authenticate Exhibits 37 (a purported Gitlab repository) or Exhibit 38 (a purported summary thereof).</p>	<p><input type="checkbox"/> Overruled</p> <p><input type="checkbox"/> Sustained in part as to:</p> <p>_____</p> <p>_____</p>
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Dated: July 16, 2021

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.

By: 
Benjamin Davidson
Attorneys for Defendants
Pinscreen, Inc. and Dr. Hao Li

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24 Attorneys for Defendants
25 PINSCREEN, INC. and DR. HAO LI

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

28 DR. IMAN SADEGHI, an individual,
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30 Plaintiff,
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32 v.
33 PINSCREEN, INC., a Delaware Corporation;
34 DR. HAO LI, an individual; and DOES 1-100,
35
36 Defendants.

Case No. BC709376

**DECLARATION OF DR. HAO LI IN
SUPPORT OF PINSCREEN'S MOTION
FOR FILING DOCUMENTS UNDER
SEAL**

Date: Sept. 17, 2021
Time: 9:00 a.m.
Dept.: 16

RSVP ID: 363061509625

Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16

Action Filed: June 11, 2018
Trial Date: March 14, 2022

I, Dr. Hao Li, declare as follows:

1. I am the Chief Executive Officer and co-Founder of Defendant Pinscreen, Inc. I have personal knowledge of the facts contained in this declaration, except for those matters stated upon

1 information and belief. If called upon to testify, I would and could testify competently as to the
2 truth of the facts stated herein.

3 2. Pinscreen was founded by me in September 2015 and I have been Pinscreen’s CEO
4 from its founding until the present. My expertise is in Computer Graphics, Computer Vision, and
5 Applied Machine Learning. My research specializes on digitizing humans and capturing their facial
6 expressions and movement.

7 3. The technology developed by Pinscreen is designed to create a lifelike three-
8 dimensional computer-generated character from a two dimensional image, such as a photograph.
9 Pinscreen’s goal is to make the creation of increasingly photorealistic digital humans accessible to
10 consumers for video games, movies, fashion retail, virtual reality and other applications.

11 4. In order for Pinscreen’s business to operate, it must maintain the confidentiality of
12 its algorithms, inventions, financing and trade secrets. The information in the following objections
13 in Pinscreen’s Objections to Evidence Submitted in Support of Plaintiff’s Opposition to Motion for
14 Summary Judgment/Summary Adjudication, which if revealed to a competitor, could be damaging
15 to Pinscreen’s viability: Objections 8, 17 and 35 to Plaintiff’s Additional Material Facts. Based on
16 information and belief, there is no benefit for the general public to have this proprietary information.

17 5. Additionally, the information and evidence submitted by Plaintiff in Opposition to
18 the Summary Judgment Motion regarding the USC Investigation is confidential. This investigation
19 has been a very taxing and embarrassing matter for me and its publicity only harms my reputation.
20 Based on information and belief, there is no value in having this investigation known to the general
21 public. The following objections in Pinscreen’s Objections to Evidence Submitted in Support of
22 Plaintiff’s Opposition to Motion for Summary Judgment/Summary Adjudication contain
23 information regarding the USC investigation, and other personnel issues: Objections 24, 26-28 and
24 47 to Sadeghi’s Declaration; Objection 4 to Zaffos’s Declaration; and Objections 32-39 and 42 to
25 Plaintiff’s Additional Material Facts.

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I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on July 10, 2021 in Santa Monica , California.



Dr. Hao Li

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24 Attorneys for Defendants
25 PINSCREEN, INC. and DR. HAO LI

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

28 DR. IMAN SADEGHI, an individual,
Plaintiff,
v.
PINSCREEN, INC., a Delaware Corporation;
DR. HAO LI, an individual; and DOES 1-100,
Defendants.

Case No. BC709376

**DECLARATION OF BENJAMIN
DAVIDSON IN SUPPORT OF
PINSCREEN'S MOTION FOR FILING
DOCUMENTS UNDER SEAL**

Date: Sept. 17, 2021_
Time: 9:00 a.m.
Dept.: 16

RSVP ID: 363061509625

Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16

Action Filed: June 11, 2018
Trial Date: March 14, 2022

I, Benjamin Davidson, declare as follows:

1. I am an attorney duly licensed to practice in all the courts of the State of California, and I am the principal of the Law Offices of Benjamin Davidson, P.C., attorneys of record for Defendant Pinscreen, Inc. ("Defendant").

1 2. The information set forth below is known to me through personal knowledge and, if
2 called as a witness, I could and would competently testify thereto. I make this declaration in support
3 of Pinscreen’s Motion for Filing Documents Under Seal.

4 3. Attached hereto as **Exhibit A** is a true and correct copy of the Stipulated Protective
5 Order approved and signed by this Court on March 11, 2020. The Protective Order contemplated
6 “confidential” and “highly confidential” designations, but did not include an “attorney’s eyes only
7 designation.”

8 4. On or about July 24, 2020, Plaintiff issued two (2) separate subpoenas to USC
9 seeking a total of 20 categories of personnel and investigatory documents.

10 5. Defendants unsuccessfully met and conferred with Plaintiff regarding these invasive,
11 overly broad subpoenas, and were constrained to file a motion to quash. Plaintiff subsequently
12 withdrew the original subpoenas, and on or about September 18, 2020 issued a third subpoena to
13 USC seeking investigatory documents. Following a lengthy meet and confer, Defendants agreed to
14 the subpoena on the condition that the documents be produced first to Defendants’ counsel.

15 6. After receiving the subpoenaed documents, due to highly sensitive information
16 contained therein, Defendants determined that material contained therein could only be produced as
17 “attorney’s eyes only.” Indeed, prior to this, Plaintiff had produced documents that he designated
18 as “attorney’s eyes only.” The parties engaged in a meet-and-confer regarding the designation of
19 these subpoenaed records. Pursuant to the parties’ stipulation to continue the trial date and to resolve
20 a variety of outstanding discovery issues, the parties resolved their dispute and it was agreed that
21 Defendants could produce the documents as “Attorney’s Eyes Only” and Plaintiff would not
22 challenge the designation.

23 7. Attached hereto as **Exhibit B** is a true and correct copy of the Court’s Order dated
24 February 3, 2021 granting the stipulated ex parte application addressing a trial continuance and
25 various discovery issues, including the provision that documents subpoenaed from USC could be
26 designated as Attorney’s Eyes Only.

27 8. On or about February 24, 2021, Pinscreen produced the USC documents to Plaintiff
28 bearing an “Attorney’s Eyes Only” designation. Some of these same documents, as well as

1 information contained in these documents, were submitted with Plaintiff's Opposition to Pinscreen's
2 Motion for Summary Judgment/Adjudication.

3 9. These records filed with Plaintiff's Opposition were submitted under seal, and
4 Pinscreen alleges that they were improperly incorporated into Plaintiff's Opposition as they were
5 not relevant to any material fact. With its Reply papers, Pinscreen's filed its Objections to Evidence
6 Submitted in Support of Plaintiff's Opposition to Motion for Summary Judgment/Summary
7 Adjudication. The objections discuss the confidential and attorney's eyes only evidence, which was
8 paraphrased and discussed in the declarations of Plaintiff and his attorney, as well as made part of
9 Plaintiff's Additional Material Facts.

10 10. The relevant objections pertain to the USC subpoenaed documents and a related USC
11 investigation into Dr. Li, as well as allegations in Plaintiff's Opposition regarding internal USC
12 personnel matters: Objections 24, 26-28 and 47 to Plaintiff Iman Sadeghi's Declaration; Objection
13 4 to Attorney Adam Zaffos's declaration; and Objection 32-39 and 42 to Plaintiff's Separate
14 Statement of Additional Material Facts.

15 I declare under penalty of perjury under the laws of the state of California that the foregoing
16 is true and correct. Executed on July 20, 2021 in Redondo Beach, California.

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Benjamin Davidson

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EXHIBIT A

03/11/2020

Sherri R. Carter, Executive Officer / Clerk of Court

By: _____ V. Ponce Deputy

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6 Attorneys for Defendants
7
8

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 PINSCREEN, 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
Order, even after the Proceeding is terminated.

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

21 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

2
3 Title _____

4 Address _____

5 City, State, Zip _____

6 Telephone Number _____

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EXHIBIT B

FERNALD LAW GROUP APC
Adam P. Zaffos (Bar No. 217669)
Brandon C. Fernald (Bar No. 222429)
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Attorneys for Plaintiff

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LAW OFFICES OF BENJAMIN DAVIDSON, P.C.
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Attorneys for Defendants

[List of Counsel Continued on Next Page]

FILED
Superior Court of California
County of Los Angeles
02/03/2021

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Cisneros Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DR. IMAN SADEGHI, an individual,) Case No.: BC 709376
)
Plaintiff,) Assigned for all purposes to
) Hon. Lia Martin, Dept. 16
vs.)
) **STIPULATION TO CONTINUE THE TRIAL**
) **DATE, FSC AND RELATED DATES OR, IN**
) **THE ALTERNATIVE, TO SPECIALLY SET**
) **THE HEARING AND BRIEFING**
) **SCHEDULE FOR PINSCREEN'S MSJ AND**
) **PLAINTIFF'S DEMURRER TO ANSWER;**
) **AND TO RESOLVE VARIOUS PENDING**
) **DISCOVERY MOTIONS AND DISPUTES;**
) ~~**PROPOSED ORDER THEREON**~~
)
) **[Cal. Rules of Court, rules 1.10(c), ~~3.1200, et~~**
) ~~**seq.**~~ **3.1332; C.C.P. § 128]**
)
) Date: February 3, 2021
) Time: 8:30 a.m.
) Dept.: 16
)
) Complaint Filed: June 11, 2018
) Trial Date: May 24, 2021

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Telephone: (310) 372-5770

Attorneys for Defendants

УВОЉСЕЊЕ

1 WHEREAS, for the aforementioned reasons, the parties believe that a second trial
2 continuance to a date not sooner than September 2021 will permit the parties to complete
3 discovery and for motions to be heard, and will also synchronize with the parties' respective MSJ
4 and demurrer dates;

5 WHEREAS, in the alternative, if the Court is not inclined to continue the Trial Date, the
6 parties request that the Court advance the dates of Pinscreen's MSJ and Plaintiff's Demurrer to
7 Answer from July 22, 2021 to dates at the Court's discretion, but no earlier than Friday, April 23,
8 2021 (the current MSJ cutoff), and agree to waive the 30-day MSJ cutoff;

9 WHEREAS, furthermore, the parties agree that, to the extent the Court advances the MSJ
10 hearing, that Pinscreen's moving papers must be filed, if at all, not later than seven (7) calendar
11 days after the second day of Plaintiff's deposition and no later than 45 calendar days before the
12 MSJ hearing date, whichever date provides longer notice to Plaintiff;

13 WHEREAS, the Parties also wish to resolve other discovery issues without the need for
14 Court intervention, and accordingly, to the extent that the Court grants this ex parte Application to
15 continue the trial date or advance and/or specially set the MSJ hearing date, further stipulate to the
16 following:

17 (1) Pinscreen will produce to Plaintiff's counsel no later than 3 weeks from today's date,
18 all documents produced by USC pursuant to subpoena in unredacted form other than
19 any redactions made by USC and any redactions in connection with any personnel
20 matters outside the scope of the subpoena without, however, restricting Plaintiff's right
21 to challenge the redactions; the documents will be produced and maintained as
22 Attorney's Eyes Only and Plaintiff shall not review such documents nor shall the
23 content of such documents be read, summarized, or transmitted to Plaintiff. Plaintiff
24 agrees not to challenge the Attorney's Eyes Only designation; the designation of these
25 USC subpoena produced documents will have no bearing on the confidentiality
26 designation or lack thereof of any duplicative documents Plaintiff already had or
27 obtains outside of the USC subpoena;

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UVQW5CE/QP

- 1 (2) Pinscreen will withdraw its Motion to Quash re the Production of GitLab materials
2 pursuant to subpoena and the parties agree to the handling and treatment of the GitLab
3 materials as described in Exhibit A;
- 4 (3) To the extent available, Pinscreen will produce to Plaintiff copies of the internet
5 browsing history (Chrome, Edge, Microsoft Explorer etc.) of Plaintiff’s work desktop
6 and laptop computers that show the user, date, and all other identifying information
7 during the period of Plaintiff’s employment and through September 2017 so that the
8 browsing history can be properly authenticated and analyzed; to the extent feasible,
9 Pinscreen will also produce in native format any and all Skype and Slack documents
10 maintained on Plaintiff’s work desktop and laptop during the period of Plaintiff’s
11 employment, subject to Defendant’s right to redaction of portions thereof accompanied
12 by a privilege log, in which case Defendant may produce such documents as image
13 files. Pinscreen will make Plaintiff’s laptop or an imaged version of Plaintiff’s laptop
14 available for inspection by Plaintiff, his counsel and/or an expert solely for the intent of
15 reviewing the browsing history and Skype messages at a mutually convenient place in
16 the next month, in the presence of Defendant’s counsel or other representative, who
17 shall have the right to videotape the inspection;
- 18 (4) Defendant will produce to Plaintiff copies of the Slack messages/documents/posts on
19 the channel “#general” on pinscreen.slack.com during Plaintiff’s employment, subject
20 to Defendant’s right to redaction of portions thereof accompanied by a privilege log;
- 21 (5) Plaintiff will share in electronic view only mode his “Pinscreen Concerns” Google Doc
22 for review by Defendant’s counsel;
- 23 (6) The Parties agree to try and cooperate to complete the remaining discovery without
24 excessive objections (technical or otherwise) so that the remainder of discovery can be
25 completed without the need for motion practice;
- 26 (7) Plaintiff’s counsel agrees to produce all documents produced by Kaiser under a Highly
27 Confidential Designation which Defendants agree not to challenge so the redactions
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UNWISDOM

1 3. That all trial and pretrial deadlines, including but not limited to discovery and
2 motion cutoffs, be controlled by the new trial and FSC dates;

3 4. In the alternative, if the Court is not inclined to continue the Trial Date, that the
4 Court advance the dates of Pinscreen’s MSJ and Plaintiff’s Demurrer to Answer from July 22,
5 2021 to dates at the Court’s discretion, but no earlier than Friday, April 23, 2021, and the parties
6 agree to waive the MSJ cutoff to permit the scheduling of a later hearing date; and


7 5. To the extent the Court advances the MSJ hearing, that Pinscreen’s moving papers
8 must be filed, if at all, not later than seven (7) calendar days after the second day of Plaintiff’s
9 deposition and no later than 45 calendar days before the MSJ hearing date, whichever date
10 provides longer notice to Plaintiff.

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IT IS SO STIPULATED


Dated: February 3, 2021

FERNALD LAW GROUP, APC

By: 
Adam P. Zaffos
Attorneys for Plaintiff
Dr. Iman Sadeghi

Dated: February 3, 2021

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.

By: 
Benjamin Davidson
Attorneys for Defendants

U V O W S C E / O / P

Exhibit A to Stipulated Ex Parte Application

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As a material part of this agreement, the materials produced pursuant to the GitLab subpoena shall receive the following treatment:

1. The GitLab materials shall be deemed Highly Confidential pursuant to the Stipulated Protective Order (or amendment version thereof), subject to the additional provisions set forth below, which to the extent they conflict with any provision in the Stipulated Protective Order, the provisions set forth below shall control;

2. Plaintiff agrees not to challenge the Highly Confidential designation;

3. Plaintiff's counsel will maintain the only copy of the GitLab documents in a secure and password protected fashion and Plaintiff will only be allowed to view such GitLab documents on Plaintiff's counsel's computer, in the presence of Plaintiff's counsel, and will not be given a copy of such documents; the GitLab documents may be provided to an expert under a Highly Confidential designation and pursuant to the procedures outlined in the Stipulated Protective Order;

4. Plaintiff agrees to limit access to Plaintiff, Plaintiff's counsel and an approved expert, as described below.

5. Plaintiff must provide 3-days' notice of the identity of any expert, including background and job history, before showing the expert the code. If Pinscreen objects to the expert within 3-days of notice, Plaintiff will not show the code to the expert until the parties resolve any dispute over whether that expert should be granted access; access by an expert not to be unreasonably withheld.

6. Plaintiff's counsel agrees to maintain a log of all access to the GitLab materials, including date and names of all persons accessing the GitLab materials. The log shall be disclosed to Defendant's counsel upon a showing of reasonable belief that improper transmission or copying has occurred.

7. Plaintiff and Plaintiff's counsel agree not to print, copy (digitally or manually), export, photograph or otherwise copy the files, any portion of the files, and any of the information

1 in the files, except for explicit use in discovery, preparation for trial or trial or if for motion practice
2 (under seal).

3 8. Any person accessing the code must agree in writing that the information will only
4 be used for this litigation and the person will not discuss, disclose or disseminate the information to
5 any other person aside from Pinscreen’s counsel, Defendants or representatives, Plaintiff, Plaintiff’s
6 counsel or an approved expert.

7 9. Should an issue arise the parties agree to meet and confer regarding limited
8 restrictions on the use of portions of the information necessary for use in depositions, motion
9 practice and/or trial.

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1 BENJAMIN DAVIDSON (SBN 241859)
2 *bdavidson@bendavidsonlaw.com*
3 LAW OFFICES OF BENJAMIN
4 DAVIDSON, P.C.
5 8383 Wilshire Blvd., Suite 830
6 Beverly Hills, California 90211
7 Telephone: (323) 713-0010

8 C. GRIFFITH TOWLE (SBN 146401)
9 *gtowle@bzbm.com*
10 BEN SCHNAYERSON (SBN 257857)
11 *bschnayerson@bzbm.com*
12 BARTKO ZANKEL BUNZEL & MILLER
13 A Professional Law Corporation
14 One Embarcadero Center, Suite 800
15 San Francisco, California 94111
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18 LEONARD GRAYVER (SBN 211678)
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21 111 Pier Ave., Suite 100
22 Hermosa Beach, California 90254
23 Telephone: (310) 372-5770

24 Attorneys for Defendants
25 PINSCREEN, INC. and DR. HAO LI

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

28 DR. IMAN SADEGHI, an individual,
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30 Plaintiff,
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32 v.
33 PINSCREEN, INC., a Delaware Corporation;
34 DR. HAO LI, an individual; and DOES 1-100,
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36 Defendants.

Case No. BC709376

**[PROPOSED] ORDER GRANTING
DEFENDANT PINSCREEN INC.'S
MOTION FOR FILING DOCUMENTS
UNDER SEAL**

Date: Sept. 17, 2021_
Time: 9:00 a.m.
Dept.: 16

RSVP ID: 363061509625

Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16

Action Filed: June 11, 2018
Trial Date: March 14, 2022

37 The Court, having reviewed the moving and opposing papers on Defendant Pinscreen's
38 Motion for Filing Documents Under Seal, and oral argument of counsel having been received by
39 the Court, hereby grants the Motion. The Court finds that the following objections must be sealed,
40 pursuant to Rule 2.551:

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1. Objections 24, 26-28 and 47 to Plaintiff Iman Sadeghi’s Declaration.
2. Objection 4 to Attorney Adam Zaffos’s declaration.
3. Objection 8, 17, 32-39 and 42 to Plaintiff’s Separate Statement of Additional Material Facts.

The clerk is to identify the unredacted version of Pinscreen’s Objections to Evidence Submitted in Support of Plaintiff’s Opposition to Motion for Summary Judgment or, in the Alternative, Summary Adjudication as “SEALED BY ORDER OF THE COURT ON [DATE],” pursuant to Rule 2.551(e), and keep the unredacted record ordered sealed in a secure manner.

IT IS SO ORDERED.

DATED: _____, 2021

By: _____
JUDGE OF THE SUPERIOR COURT

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24 Attorneys for Defendants
25 PINSCREEN, INC. and DR. HAO LI

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

28 DR. IMAN SADEGHI, an individual,
Plaintiff,
v.
PINSCREEN, INC., a Delaware Corporation;
DR. HAO LI, an individual; and DOES 1-100,
Defendants.

Case No. BC709376

**DEFENDANT PINSCREEN INC.'S
NOTICE OF MOTION AND MOTION
FOR FILING DOCUMENTS UNDER
SEAL**

Date: Sept. 17, 2021_
Time: 9:00 a.m.
Dept.: 16

RSVP ID: 363061509625

Assigned for All Purposes to:
Hon. Lia Martin, Dept. 16

Action Filed: June 11, 2018
Trial Date: March 14, 2022

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **September 17, 2021 at 9:00 a.m.** in Department 16 of this Court, Defendant Pinscreen, Inc. will move to seal certain objections in the above matter pursuant to the parties' stipulated protective order dated March 11, 2020 and the stipulation to

1 continue the trial date and resolve various pending discovery disputes dated February 3, 2021, and
2 California Rules of Court, Rules 2.550 and 2.551. These objections, which were filed as part of
3 Pinscreen’s Objections to Evidence Submitted in Support of Plaintiff’s Opposition to Motion for
4 Summary Judgment/Summary Adjudication, address confidential information submitted with
5 Plaintiff’s Opposition and include:

- 6 1. **Objections 24, 26-28 and 47 to Plaintiff Iman Sadeghi’s Declaration** – These
7 objections concern a confidential investigation by USC, the former employer of Dr. Hao
8 Li, Pinscreen’s CEO.
- 9 2. **Objection 4 to Attorney Adam Zaffos’s declaration** – This objection likewise
10 concerns the confidential investigation by USC
- 11 3. **Objection 8, 17, 32-39 and 42 to Plaintiff’s Separate Statement of Additional**
12 **Material Facts** – These objections concern the confidential investigation by USC,
13 Pinscreen’s funding, personnel issues and Pinscreen’s proprietary product information.

14 This motion is made on the grounds that there is an overriding interest in maintaining the
15 confidentiality of these records as they contain confidential information regarding an investigation
16 by Dr. Li’s former employer, as well as proprietary information, which could be damaging to
17 Pinscreen and Dr. Li if revealed. In fact, pursuant to stipulated orders, the parties agreed to keep
18 the information and documents regarding this employer investigation as “attorney’s eyes only,” The
19 proposed order for this Motion is narrowly tailored and there is no other means by which Pinscreen
20 can preserve the confidentiality of its records without an order to seal. There is no value to the
21 public in disclosure of the information in the objections.


22 This motion will be based upon this notice, the memorandum in support, the declarations of
23 Benjamin Davidson and Dr. Hao Li filed herewith, and the files and records in this action.

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DATED: July 20, 2021

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.
BARTKO ZANKEL BUNZEL & MILLER

By: 
Ben Schnayerson
Attorneys for Defendants PINSCREEN, INC. and
DR. HAO LI



Journal Technologies Court Portal

Make a Reservation

DR IMAN SADEGHI VS PINSSCREEN INC ET AL

Case Number: BC709376 Case Type: Civil Unlimited Category: Fraud (no contract)

Date Filed: 2018-06-11 Location: Stanley Mosk Courthouse - Department 16

Reservation

Case Name: DR IMAN SADEGHI VS PINSSCREEN INC ET AL	Case Number: BC709376
Type: Motion to Seal (Objections to Evidence Submitted in Support of Plaintiff's Opposition to Motion for Summary Judgment, or in the Alternative, Summary Adjudication)	Status: RESERVED
Filing Party: Pinscreen, Inc. (Defendant)	Location: Stanley Mosk Courthouse - Department 16
Date/Time: 09/17/2021 9:00 AM	Number of Motions: 1
Reservation ID: 363061509625	Confirmation Code: CR-KEWHIXIT3DHY59VZT

Fees

Description	Fee	Qty	Amount
Motion to Seal (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: AmericanExpress
Account Number: XXXX2199	Authorization: 261664

Print Receipt

Reserve Another Hearing

Chat

1 **PROOF OF SERVICE**

2 *Sadeghei v. Pinscreen, et al.*
3 Los Angeles County Superior Court Case No. BC709376

4 I am employed in the City and County of San Francisco, State of California. I am over the
5 age of 18 and not a party to the within action; my business address is: One Embarcadero Center,
6 Suite 800, San Francisco, California 94111.

7 On July 20, 2021 I served the document(s) described as:

- 8 • **DEFENDANT PINSCREEN INC.’S NOTICE OF MOTION AND MOTION FOR**
- 9 **FILING DOCUMENTS UNDER SEAL**
- 10 • **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
- 11 **DEFENDANT PINSCREEN INC.’S MOTION FOR FILING DOCUMENTS**
- 12 **UNDER SEAL**
- 13 • **DECLARATION OF BENJAMIN DAVIDSON IN SUPPORT OF PINSCREEN’S**
- 14 **MOTION FOR FILING DOCUMENTS UNDER SEAL**
- 15 • **DECLARATION OF DR. HAO LI IN SUPPORT OF PINSCREEN’S MOTION**
- 16 **FOR FILING DOCUMENTS UNDER SEAL**
- 17 • **DEFENDANT PINSCREEN, INC.’S OBJECTIONS TO EVIDENCE**
- 18 **SUBMITTED IN SUPPORT OF PLAINTIFF’S OPPOSITION TO MOTION FOR**
- 19 **SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY**
- 20 **ADJUDICATION (Under Seal)**
- 21 • **[PROPOSED] ORDER GRANTING DEFENDANT PINSCREEN INC.’S**
- 22 **MOTION FOR FILING DOCUMENTS UNDER SEAL**

23 in this action addressed as follows:

24 **SEE ATTACHED LIST**

- 25 (BY MAIL) I am "readily familiar" with the business’ practice for collection and
26 processing correspondence for mailing. Under that practice true and correct copies of the
27 aforementioned document(s) was deposited, in a sealed envelope with postage thereon
28 fully prepaid, with the U.S. Postal Service on that same day to be mailed via first class
mail at San Francisco, California in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after date of deposit for mailing in affidavit.
- (BY FAX) Pursuant to Rule 2.306, the parties have agreed to service by fax, and a written
confirmation of that agreement has been made. On _____, I transmitted, pursuant to Rule
2.306, the above-described document by facsimile machine, to the above-listed fax
number(s). The transmission originated from facsimile phone number (415) 956-1152 and
was reported as complete and without error. The facsimile machine properly issued a
transmission report, a copy of which is attached.
- (BY PERSONAL SERVICE) I caused the aforementioned document(s) to be delivered by
hand to the offices of the addressee.
- (BY OVERNIGHT DELIVERY) I placed the aforementioned document(s) in a sealed
envelope with postage thereon fully prepaid and I caused said envelope to be delivered
overnight via an overnight delivery service in lieu of delivery by mail to the addressee(s).
- (BY EMAIL) My email address is cchou@bzbm.com. I am readily familiar with the firm's

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practice for causing documents to be served by email. Following that practice, I caused the
aforementioned document(s) to be emailed to the addressee(s) specified below.

(BY E-SERVICE) I caused the aforementioned document(s) to be electronically filed the
with the Clerk of the Court. Following that practice, I caused the aforementioned
document(s) to be e-served to the addressee(s) specified below.

Executed on July 20, 2021 at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.



Chet Chou

SERVICE LIST

Adam Zaffos, Esq. Sasha Brower, Esq. FERNALD LAW GROUP APC 15910 Ventura Blvd., Suite 1702 Encino, California 94136 Telephone: (323) 410-0327 Email: <i>adam@fernaldlawgroup.com</i> <i>sasha@fernaldlawgroup.com</i> Attorneys for Plaintiff	
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