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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

PARAMOUNT RESTYLING
AUTOMOTIVE INC., a California
corporation; and WARNER SCIENCE
APPLICATIONS, a California corporation,

Plaintiffs,

v.

GALAXY MOTO INC., a California
corporation; GC INNOVATION, a
California corporation; RAZER AUTO,
INC., a California corporation; GARRY
CHING, an individual; JESSICA CHING,
an individual; LINDA CHIU, an
individual; JENNIFER CHI, an individual;
SAMUEL CHI, an individual; and DOES 1
through 10,

Defendants.

Civil Action No. 5:17-cv-01102-CBM (SPx)

PROTECTIVE ORDER

[NOTE CHANGES MADE BY THE
COURT TO ¶¶ 1, 13, 26, 27]

The Court recognizes that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for competitive reasons, normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order ("Order") in this action.

1 The materials to be exchanged throughout the course of the litigation between
2 the parties may contain trade secret or other confidential research, technical, cost,
3 price, marketing or other commercial information, as is contemplated by Federal Rule
4 of Civil Procedure 26(c)(7). The purpose of this Order is to protect the confidentiality
5 of such materials as much as practical during the litigation. THEREFORE:

6 **DEFINITIONS**

7 1. The term "Confidential Information" will mean and include information
8 contained or disclosed in any materials, including documents, portions of documents,
9 answers to interrogatories, responses to requests for admissions, trial testimony,
10 deposition testimony, and transcripts of trial testimony and depositions, including
11 data, summaries, and compilations derived therefrom, that is deemed to be
12 Confidential Information by any party to which it belongs, and that qualifies for
13 protection under Federal Rule of Civil Procedure 26(c).

14 2. The term "materials" will include, but is not be limited to: documents;
15 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or
16 other material that identify customers or potential customers; price lists or schedules
17 or other matter identifying pricing; minutes; telegrams; letters; statements; cancelled
18 checks; contracts; invoices; drafts; books of account; worksheets; notes of
19 conversations; desk diaries; appointment books; expense accounts; recordings;
20 photographs; motion pictures; compilations from which information can be obtained
21 and translated into reasonably usable form through detection devices; sketches;
22 drawings; notes (including laboratory notebooks and records); reports; instructions;
23 disclosures; other writings; models and prototypes and other physical objects.

24 3. The term "counsel" will mean outside counsel of record, and other attorneys,
25 paralegals, secretaries, and other support staff employed in the law firms identified
26 below.

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17 The Law Office of Maurice A. Sharpe
18 1207 W. Imperial Hwy Suite 101A
19 Brea, CA 92821-3737
20 562-328-9619 phone
21 909-563-1872 fax
22 **Attorney for Defendants** Galaxy Moto, Inc., GC Innovation, Garry Ching,
23 Jessica Ching, and Linda Chiu

24 GENERAL RULES

25 4. Each party to this litigation that produces or discloses any materials, answers
26 to interrogatories, responses to requests for admission, trial testimony, deposition
27 testimony, and transcripts of trial testimony and depositions, or information that the
28 producing party believes should be subject to this Protective Order may designate the
same as "CONFIDENTIAL" or CONFIDENTIAL - FOR COUNSEL ONLY!"

a. Designation as "CONFIDENTIAL": Any party may designate
information as "CONFIDENTIAL" only if, in the good faith belief of such
party and its counsel, the unrestricted disclosure of such information could be
potentially prejudicial to the business or operations of such party.

b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY":
Any party may designate information as "CONFIDENTIAL - FOR COUNSEL
ONLY" only if, in the good faith belief of such party and its counsel, the

1 information is among that considered to be most sensitive by the party,
2 including but not limited to trade secret or other confidential research,
3 development, financial or other commercial information.

4 5. In the event the producing party elects to produce materials for inspection, no
5 marking need be made by the producing party in advance of the initial inspection. For
6 purposes of the initial inspection, all materials produced will be considered as
7 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant
8 to the terms of this Order. Thereafter, upon selection of specified materials for
9 copying by the inspecting party, the producing party must, within a reasonable time
10 prior to producing those materials to the inspecting party, mark the copies of those
11 materials that contain Confidential Information with the appropriate confidentiality
12 marking.

13 6. Whenever a deposition taken on behalf of any party involves a disclosure of
14 Confidential Information of any party:

15 a. the deposition or portions of the deposition must be designated as
16 containing Confidential Information subject to the provisions of this Order;
17 such designation must be made on the record whenever possible, but a party
18 may designate portions of depositions as containing Confidential Information
19 after transcription of the proceedings; A party will have until fourteen (14) days
20 after receipt of the deposition transcript to inform the other party or parties to
21 the action of the portions of the transcript to be designated "CONFIDENTIAL"
22 or "CONFIDENTIAL - FOR COUNSEL ONLY."

23 b. the disclosing party will have the right to exclude from attendance
24 at the deposition, during such time as the Confidential Information is to be
25 disclosed, any person other than the deponent, counsel (including their staff and
26 associates), the court reporter, and the person(s) agreed upon pursuant to
27 paragraph 8 below; and

28 c. the originals of the deposition transcripts and all copies of the
deposition must bear the legend "CONFIDENTIAL" or "CONFIDENTIAL -

1 FOR COUNSEL ONLY," as appropriate, and the original or any copy
2 ultimately presented to a court for filing must not be filed unless it can be
3 accomplished under seal, identified as being subject to this Order, and protected
4 from being opened except by order of this Court.

5 7. All Confidential Information designated as "CONFIDENTIAL" or
6 "CONFIDENTIAL - FOR COUNSEL ONLY" must not be disclosed by the receiving
7 party to anyone other than those persons designated within this order and must be
8 handled in the manner set forth below and, in any event, must not be used for any
9 purpose other than in connection with this litigation, unless and until such designation
10 is removed either by agreement of the parties, or by order of the Court.

11 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must
12 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
13 independent experts under the conditions set forth in this Paragraph. The right of any
14 independent expert to receive any Confidential Information will be subject to the
15 advance approval of such expert by the producing party or by permission of the Court.
16 The party seeking approval of an independent expert must provide the producing party
17 with the name and curriculum vitae of the proposed independent expert, and an
18 executed copy of the form attached hereto as Exhibit A, in advance of providing any
19 Confidential Information of the producing party to the expert. Any objection by the
20 producing party to an independent expert receiving Confidential Information must be
21 made in writing within fourteen (14) days following receipt of the identification of the
22 proposed expert. Confidential Information may be disclosed to an independent expert
23 if the fourteen (14) day period has passed and no objection has been made. The
24 approval of independent experts must not be unreasonably withheld.

25 9. Information designated "CONFIDENTIAL" must be viewed only by counsel
26 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant to
27 the terms of paragraph 8), and by the additional individuals listed below, provided
28 each such individual has read this Order in advance of disclosure and has agreed in
writing to be bound by its terms:

1 (a) Executives who are required to participate in policy decisions with
2 reference to this action;

3 (b) Technical personnel of the parties with whom Counsel for the
4 parties find it necessary to consult, in the discretion of such counsel, in
5 preparation for trial of this action; and

6 (c) Stenographic and clerical employees associated with the
7 individuals identified above.

8 10. With respect to material designated "CONFIDENTIAL" or
9 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of
10 the document to be its originator, author or a recipient of a copy of the document, may
11 be shown the same.

12 11. All information which has been designated as "CONFIDENTIAL" or
13 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party,
14 and any and all reproductions of that information, must be retained in the custody of
15 the counsel for the receiving party identified in paragraph 3, except that independent
16 experts authorized to view such information under the terms of this Order may retain
17 custody of copies such as are necessary for their participation in this litigation.

18 12. Before any materials produced in discovery, answers to interrogatories,
19 responses to requests for admissions, deposition transcripts, or other documents which
20 are designated as Confidential Information are filed with the Court for any purpose,
21 the party seeking to file such material must seek permission of the Court to file the
22 material under seal.

23 13. At any stage of these proceedings, any party may object to a designation of
24 the materials as Confidential Information. The party objecting to confidentiality must
25 notify, in writing, counsel for the designating party of the objected-to materials and
26 the grounds for the objection. If the dispute is not resolved consensually between the
27 parties within seven (7) days of receipt of such a notice of objections, the objecting
28 party may move the Court for a ruling on the objection, in compliance with Local

1 Civil Rule 37. The materials at issue must be treated as Confidential Information, as
2 designated by the designating party, until the Court has ruled on the objection or the
3 matter has been otherwise resolved.

4 14. All Confidential Information must be held in confidence by those inspecting
5 or receiving it, and must be used only for purposes of this action. Counsel for each
6 party, and each person receiving Confidential Information must take reasonable
7 precautions to prevent the unauthorized or inadvertent disclosure of such information.
8 If Confidential Information is disclosed to any person other than a person authorized
9 by this Order, the party responsible for the unauthorized disclosure must immediately
10 bring all pertinent facts relating to the unauthorized disclosure to the attention of the
11 other parties and, without prejudice to any rights and remedies of the other parties,
12 make every effort to prevent further disclosure by the party and by the person(s)
13 receiving the unauthorized disclosure.

14 15. No party will be responsible to another party for disclosure of Confidential
15 Information under this Order if the information in question is not labeled or otherwise
16 identified as such in accordance with this Order.

17 16. If a party, through inadvertence, produces any Confidential Information
18 without labeling or marking or otherwise designating it as such in accordance with
19 this Order, the designating party may give written notice to the receiving party that the
20 document or thing produced is deemed Confidential Information, and that the
21 document or thing produced should be treated as such in accordance with that
22 designation under this Order. The receiving party must treat the materials as
23 confidential, once the designating party so notifies the receiving party. If the receiving
24 party has disclosed the materials before receiving the designation, the receiving party
25 must notify the designating party in writing of each such disclosure. Counsel for the
26 parties will agree on a mutually acceptable manner of labeling or marking the
27 inadvertently produced materials as "CONFIDENTIAL" or "CONFIDENTIAL - FOR
28 COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

1 17. Nothing within this order will prejudice the right of any party to object to
2 the production of any discovery material on the grounds that the material is protected
3 as privileged or as attorney work product.

4 18. Nothing in this Order will bar counsel from rendering advice to their clients
5 with respect to this litigation and, in the course thereof, relying upon any information
6 designated as Confidential Information, provided that the contents of the information
7 must not be disclosed.

8 19. This Order will be without prejudice to the right of any party to oppose
9 production of any information for lack of relevance or any other ground other than the
10 mere presence of Confidential Information. The existence of this Order must not be
11 used by either party as a basis for discovery that is otherwise improper under the
12 Federal Rules of Civil Procedure.

13 20. Nothing within this order will be construed to prevent disclosure of
14 Confidential Information if such disclosure is required by law or by order of the
15 Court.

16 21. Upon final termination of this action, including any and all appeals, counsel
17 for each party must, upon request of the producing party, return all Confidential
18 Information to the party that produced the information, including any copies, excerpts,
19 and summaries of that information, or must destroy same at the option of the receiving
20 party, and must purge all such information from all machine-readable media on which
21 it resides. Notwithstanding the foregoing, counsel for each party may retain all
22 pleadings, briefs, memoranda, motions, and other documents filed with the Court that
23 refer to or incorporate Confidential Information, and will continue to be bound by this
24 Order with respect to all such retained information. Further, attorney work product
25 materials that contain Confidential Information need not be destroyed, but, if they are
26 not destroyed, the person in possession of the attorney work product will continue to
27 be bound by this Order with respect to all such retained information.

28 22. The restrictions and obligations set forth within this order will not apply to
any information that: (a) the parties agree should not be designated Confidential

1 Information; (b) the parties agree, or the Court rules, is already public knowledge; (c)
2 the parties agree, or the Court rules, has become public knowledge other than as a
3 result of disclosure by the receiving party, its employees, or its agents in violation of
4 this Order; or (d) has come or will come into the receiving party's legitimate
5 knowledge independently of the production by the designating party. Prior knowledge
6 must be established by pre-production documentation.

7 23. The restrictions and obligations within this order will not be deemed to
8 prohibit discussions of any Confidential Information with anyone if that person
9 already has or obtains legitimate possession of that information.

10 24. Transmission by facsimile is acceptable for all notification purposes
11 within this order.

12 25. This Order may be modified by agreement of the parties, subject to
13 approval by the Court.

14 26. The Court may modify the terms and conditions of this Order for good
15 cause, or in the interest of justice, or on its own order at any time in these proceedings.

16 27. Any use of Confidential Information at trial shall be governed by the
17 orders of the trial judge. This Order does not govern the use of Confidential
18 Information at trial.

19
20 IT IS SO ORDERED this 24th day of January, 2018

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23 _____
24 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

PARAMOUNT RESTYLING
AUTOMOTIVE INC., a California
corporation; and WARNER SCIENCE
APPLICATIONS, a California corporation,

Civil Action No. 5:17-cv-01102-CBM (SPx)

**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

Plaintiffs,

v.

GALAXY MOTO INC., a California
corporation; GC INNOVATION, a
California corporation; RAZER AUTO,
INC., a California corporation; GARRY
CHING, an individual; JESSICA CHING,
an individual; LINDA CHIU, an
individual; JENNIFER CHI, an individual;
SAMUEL CHI, an individual; and DOES 1
through 10,

Defendants.

I, _____, declare and say that:

1. I am employed as _____

by _____.

2. I have received a copy of and read the Protective Order entered in the
above-identified case.

3. I promise that I will use any and all “Confidential” or “Confidential –
For Counsel Only” information, as defined in the Protective Order, given to me only
in a manner authorized by the Protective Order, and only to assist counsel in the
litigation of this matter.

1 4. I promise that I will not disclose or discuss such “Confidential” or
2 “Confidential – For Counsel Only” information with anyone other than the persons
3 described in paragraphs 3, 8 and 9 of the Protective Order.

4
5 5. I acknowledge that, by signing this agreement, I am subjecting myself
6 to the jurisdiction of the United States District Court for the Central District of
7 California with respect to enforcement of the Protective Order.

8
9 6. I understand that any disclosure or use of “Confidential” or
10 “Confidential – For Counsel Only” information in any manner contrary to the
11 provisions of the Protective Order may subject me to sanctions for contempt of court.

12 I declare under penalty of perjury that the foregoing is true and correct.

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14 Date: _____

15 Signature: _____

16 Printed Name: _____

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