

1 Jeffrey M. Fisher (State Bar No. 155284)
 jfisher@fbm.com
 2 Sushila Chanana (State Bar No. 254100)
 schanana@fbm.com
 3 Julia F. Kropp (State Bar No. 298363)
 jkropp@fbm.com
 4 Nadia C. Arid (State Bar No. 312626)
 narid@fbm.com
 5

Farella Braun + Martel LLP
 6 235 Montgomery Street, 17th Floor
 7 San Francisco, California 94104
 Telephone: (415) 954-4400
 8 Facsimile: (415) 954-4480

9 Attorneys for Defendants and Counter-
 Claimants Toyota Motor Sales, U.S.A.,
 10 Inc. and Toyota Motor Corporation

11 Roland Tong (State Bar No. 216836)
 rjt@manningllp.com

Manning & Kass Ellrod, Ramirez, Trester LLP
 13 19800 MacArthur Blvd, Suite 900
 Irvine, California 92612
 14 Telephone: (949) 440-6690
 15 Facsimile: (949) 474-6991

16 Attorneys for Plaintiff and Counter-
 Defendant Richard Rentrop, d/b/a TVD
 Vinyl Decals
 17

18 UNITED STATES DISTRICT COURT
 19 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

20 RICHARD RENTROP, d/b/a TVD
 21 VINYL DECALS,

22 Plaintiff,

23 vs.

24 TOYOTA MOTOR SALES, USA,
 25 INC. and TOYOTA MOTOR
 CORPORATION,

26 Defendants.
 27

Case No. 8:19-cv-01796 JLS-DFM

**STIPULATED PROTECTIVE
 ORDER**

The Hon. Josephine L. Staton

28 AND RELATED COUNTERCLAIMS.

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. This Order does not confer blanket
6 protections on all disclosures or responses to discovery and the protection it affords
7 from public disclosure and use extends only to the limited information or items that
8 are entitled to confidential treatment under the applicable legal principles. As set
9 forth in Section 13.4 below, this Protective Order does not entitle the Parties to file
10 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
11 that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

13 1.1 Good Cause Statement. This Action is likely to involve personally
14 identifiable information, trade secrets, customer and pricing lists and other valuable
15 research, development, commercial, financial, technical, and/or proprietary
16 information for which special protection from public disclosure and from use for
17 any purpose other than prosecution of this Action is warranted. Such confidential
18 and proprietary materials and information consist of, among other things, personally
19 identifiable information, confidential business or financial information, information
20 regarding confidential business practices, or other confidential research,
21 development, or commercial information (including information implicating privacy
22 rights of third parties), information otherwise generally unavailable to the public, or
23 which may be privileged or otherwise protected from disclosure under state or
24 federal statutes, court rules, case decisions, or common law. Accordingly, to
25 expedite the flow of information, to facilitate the prompt resolution of disputes over
26 confidentiality of discovery materials, to adequately protect information the parties
27 are entitled to keep confidential, to ensure that the parties are permitted reasonable
28 necessary uses of such material in preparation for and in the conduct of trial, to

1 address their handling at the end of the litigation, and serve the ends of justice, a
2 protective order for such information is justified in this matter. It is the intent of the
3 parties that information will not be designated as confidential for tactical reasons
4 and that nothing be so designated without a good faith belief that it has been
5 maintained in a confidential, non-public manner, and there is good cause why it
6 should not be part of the public record of this case.

7 2. DEFINITIONS

8 2.1 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
13 the Good Cause Statement Section 1.1.

14 2.3 Counsel (without qualifier): Outside Counsel of Record and House
15 Counsel (as well as their support staff).

16 2.4 Designated House Counsel: House Counsel who seek access to
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
18 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” information in this
19 matter.

20 2.5 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
2 as an expert witness or as a consultant in this action, (2) is not a past or current
3 employee of a Party or of a Party's competitor, and (3) at the time of retention, is not
4 anticipated to become an employee of a Party or of a Party's competitor.

5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

6 Information or Items: extremely sensitive “Confidential Information or Items,”
7 disclosure of which to another Party or Non-Party would create a substantial risk of
8 serious harm that could not be avoided by less restrictive means. The designation of
9 any document or information as “HIGHLY CONFIDENTIAL-ATTORNEYS’
10 EYES ONLY” shall only be made by an attorney reviewing the material, and shall
11 constitute a certification by the attorney that he or she in good faith believes the
12 material deserves this heightened level of protection.

13 2.9 House Counsel: attorneys who are employees of a party to this action.

14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a
19 party to this action but are retained to represent or advise a party to this action and
20 have appeared in this action on behalf of that party or are affiliated with a law firm
21 which has appeared on behalf of that party.

22 2.12 Party: any party to this action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this action.

27 2.14 Professional Vendors: persons or entities that are under a duty of
28 confidentiality and whose professional responsibilities are to provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Order cover not only Protected Material (as
11 defined above), but also (1) any information copied or extracted from Protected
12 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
13 and (3) any testimony, conversations, or presentations by Parties or their Counsel
14 that might reveal Protected Material. However, the protections conferred by this
15 Order do not cover the following information: (a) any information that is in the
16 public domain at the time of disclosure to a Receiving Party or becomes part of the
17 public domain after its disclosure to a Receiving Party as a result of publication not
18 involving a violation of this Order, including becoming part of the public record
19 through trial or otherwise; and (b) any information known to the Receiving Party
20 prior to the disclosure or obtained by the Receiving Party after the disclosure from a
21 source who obtained the information lawfully and under no obligation of
22 confidentiality to the Designating Party. Any use of Protected Material at trial shall
23 be governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 5.1(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix the legend “CONFIDENTIAL,” or
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
16 contains protected material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
19 for each portion, the level of protection being asserted.

20 A Party or Non-Party that makes original documents or materials available for
21 inspection need not designate them for protection until after the inspecting Party has
22 indicated which material it would like copied and produced. During the inspection
23 and before the designation, all of the material made available for inspection shall be
24 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
25 inspecting Party has identified the documents it wants copied and produced, the
26 Producing Party must determine which documents, or portions thereof, qualify for
27 protection under this Order. Then, before producing the specified documents, the
28 Producing Party must affix the appropriate legend (“CONFIDENTIAL,” or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
2 contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
5 for each portion, the level of protection being asserted.

6 (b) for testimony given in deposition or in other pretrial or trial
7 proceedings, that unless all Parties agree on the record at the time the testimony is
8 taken, all testimony taken in this action shall be treated as “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for a period of 30 days after the
10 final transcript of the testimony become available. Within that time period, a
11 Designating Party may serve a notice on the other party specifying which portions
12 of the testimony it is designating as “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If a Party does not serve a
14 notice designating portions of the transcript as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” within the 30 day period it is
16 understood that the Party does not contend that the transcript contains any Protected
17 Material.

18 Parties shall give the other parties notice if they reasonably expect a
19 deposition, hearing, or other proceeding to include Protected Material so that the
20 other parties can ensure that only authorized individuals who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
22 proceedings. The use of a document as an exhibit at a deposition shall not in any
23 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 Following the designation of Protected Material set forth in the first paragraph
26 of Section 5.1(b), the Designating Party[ies] shall ensure that transcripts containing
27 Protected Material be marked with an obvious legend on the title page that the
28 transcript contains Protected Material, and the title page shall be followed by a list

1 of all pages (including line numbers as appropriate) that have been designated as
2 Protected Material and the level of protection being asserted by the Designating
3 Party. The Designating Party[ies] shall inform the court reporter of these
4 requirements. Any transcript that is prepared before the expiration of a 30-day
5 period for specific designations shall be treated during that period as if it had been
6 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
7 entirety unless otherwise agreed. After the expiration of that period, the transcript
8 shall be treated only as actually designated.

9 (c) for information produced in some form other than documentary and for
10 any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information or item is stored the
12 legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
13 EYES ONLY.” If only a portion or portions of the information or item warrant
14 protection, the Producing Party, to the extent practicable, shall identify the protected
15 portion(s) and specify the level of protection being asserted. This section also
16 applies to production of electronic information and/or data, which may be
17 designated by marking the physical media in which the electronic information
18 and/or data is contained with the legend “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as appropriate.

20 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such material.
23 Upon timely correction of a designation, the Receiving Party must make reasonable
24 efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
28 designation of confidentiality at any time. Unless a prompt challenge to a

1 Designating Party's confidentiality designation is necessary to avoid foreseeable,
2 substantial unfairness, unnecessary economic burdens, or a significant disruption or
3 delay of the litigation, a Party does not waive its right to challenge a confidentiality
4 designation by electing not to mount a challenge promptly after the original
5 designation is disclosed.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process by providing written notice of each designation it is challenging
8 and describing the basis for each challenge. To avoid ambiguity as to whether a
9 challenge has been made, the written notice must recite that the challenge to
10 confidentiality is being made in accordance with this specific paragraph of the
11 Protective Order. The parties shall attempt to resolve each challenge in good faith
12 and must begin the process by conferring directly (in voice to voice dialogue; other
13 forms of communication are not sufficient) within 14 days of the date of service of
14 notice. In conferring, the Challenging Party must explain the basis for its belief that
15 the confidentiality designation was not proper and must give the Designating Party
16 an opportunity to review the designated material, to reconsider the circumstances,
17 and, if no change in designation is offered, to explain the basis for the chosen
18 designation. A Challenging Party may proceed to the next stage of the challenge
19 process only if it has engaged in this meet and confer process first or establishes that
20 the Designating Party is unwilling to participate in the meet and confer process in a
21 timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
23 court intervention, the Designating Party shall file and serve a motion to retain
24 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
25 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
26 days of the parties agreeing that the meet and confer process will not resolve their
27 dispute, whichever is earlier. Each such motion must be accompanied by a
28 competent declaration affirming that the movant has complied with the meet and

1 confer requirements imposed in the preceding paragraph. Failure by the
2 Designating Party to make such a motion including the required declaration within
3 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
4 designation for each challenged designation. In addition, the Challenging Party may
5 file a motion challenging a confidentiality designation at any time if there is good
6 cause for doing so, including a challenge to the designation of a deposition transcript
7 or any portions thereof. Any motion brought pursuant to this provision must be
8 accompanied by a competent declaration affirming that the movant has complied
9 with the meet and confer requirements imposed by the preceding paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived
14 the confidentiality designation by failing to file a motion to retain confidentiality as
15 described above, all parties shall continue to afford the material in question the level
16 of protection to which it is entitled under the Producing Party's designation until the
17 court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 case only for prosecuting, defending, or attempting to settle this litigation. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the litigation has been terminated, a
24 Receiving Party must comply with the provisions of Section 14 below (FINAL
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

- 5 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
6 as employees of said Outside Counsel of Record;
- 7 (b) Designated House Counsel of the Receiving Party;
- 8 (c) Experts (as defined in this Order) of the Receiving Party (1) to whom
9 disclosure is reasonably necessary for this litigation, (2) who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom
11 the procedures set forth in paragraph 7.4(a), below, have been followed, and their
12 clerical or support staff who are under a duty of confidentiality;
- 13 (d) the court and its personnel;
- 14 (e) court reporters and their staff;
- 15 (f) professional jury or trial consultants (including mock jurors) (1) to
16 whom disclosure is reasonably necessary for this litigation and (2) who have signed
17 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 18 (g) Professional Vendors (1) to whom disclosure is reasonably necessary
19 for this litigation and (2) who have signed the “Acknowledgment and Agreement to
20 Be Bound” (Exhibit A);
- 21 (h) during their depositions, witnesses in the action for the Designating
22 Party or Producing Party with knowledge about the Confidential Information or
23 Items. Pages of transcribed deposition testimony or exhibits to depositions that
24 reveal Protected Material must be separately bound by the court reporter and may
25 not be disclosed to anyone except as permitted under this Protective Order;
- 26 (i) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise lawfully possessed or knew the
28 information; and

1 (j) any other person with the prior written consent of the Designating
2 Party.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” and Information or Items. Unless otherwise ordered by the court or
5 permitted in writing by the Designating Party, a Receiving Party may disclose any
6 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this litigation;

11 (b) Designated House Counsel of the Receiving Party;

12 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
13 necessary for this litigation, (2) who have signed the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
15 paragraph 7.4(a)(2), below, have been followed, and their clerical or support staff
16 who are under a duty of confidentiality;

17 (d) the court and its personnel;

18 (e) court reporters and their staff (1) to whom disclosure is reasonably
19 necessary for this litigation and (2) who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (f) professional jury or trial consultants (including mock jurors) (1) to
22 whom disclosure is reasonably necessary for this litigation and (2) who have signed
23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) Professional Vendors (1) to whom disclosure is reasonably necessary
25 for this litigation and (2) who have signed the “Acknowledgment and Agreement to
26 Be Bound” (Exhibit A);

27 (h) during their depositions, witnesses in the action for the Designating
28 Party or the Producing Party (not the Receiving Party); Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material must
2 be separately bound by the court reporter and may not be disclosed to anyone except
3 as permitted under this Protective Order;

4 (i) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information; and

6 (j) any other person with the prior written consent of the Designating
7 Party.

8 7.4 Procedures for Approving or Objecting to Disclosure of Protected
9 Material.

10 (a) Unless otherwise ordered by the court or agreed to in writing by the
11 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
12 Order) any information or item that has been designated “CONFIDENTIAL” or
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to
14 paragraph 7.2(c) or 7.3 first must make a written request to the Designating Party
15 that (1) identifies the general categories of “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
17 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the
18 Expert and the city and state of his or her primary residence, (3) attaches a copy of
19 the Expert’s current resume, (4) identifies the Expert’s current employer(s),
20 (5) identifies each person or entity from whom the Expert has received
21 compensation or funding for work in his or her areas of expertise or to whom the
22 expert has provided professional services, including in connection with a litigation,
23 at any time during the preceding five years,¹ and (6) identifies (by name and number
24 of the case) any litigation in connection with which the Expert has offered expert
25

26 ¹ If the Expert believes any of this information is subject to a confidentiality
27 obligation to a third-party, then the Expert should provide whatever information
28 the Expert believes can be disclosed without violating any confidentiality
agreements, and the Party seeking to disclose to the Expert shall be available to
meet and confer with the Designating Party regarding any such engagement.

1 testimony, including through a declaration, report, or testimony at a deposition or
2 trial, during the preceding five years.

3 (b) A Party that makes a request and provides the information specified in the
4 preceding respective paragraphs may disclose the subject Protected Material to the
5 identified Expert unless, within 7 days of delivering the request, the Party receives a
6 written objection from the Designating Party. Any such objection must set forth in
7 detail the grounds on which it is based.

8 (c) A Party that receives a timely written objection must meet and confer
9 with the Designating Party (through direct voice to voice dialogue) to try to resolve
10 the matter by agreement within seven days of the written objection. If no agreement
11 is reached, the Party seeking to make the disclosure to the Expert may file a motion
12 as provided in Civil Local Rule 37 (and in compliance with Civil Local Rule 79-5, if
13 applicable) seeking permission from the court to do so. Any such motion must
14 describe the circumstances with specificity, set forth in detail the reasons why
15 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
16 disclosure would entail, and suggest any additional means that could be used to
17 reduce that risk. In addition, any such motion must be accompanied by a competent
18 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,
19 the extent and the content of the meet and confer discussions) and setting forth the
20 reasons advanced by the Designating Party for its refusal to approve the disclosure.

21 In any such proceeding, the Party opposing disclosure to the Expert shall bear
22 the burden of proving that the risk of harm that the disclosure would entail (under
23 the safeguards proposed) outweighs the Receiving Party's need to disclose the
24 Protected Material to its Expert.

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any information or items designated in this action as

1 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order
6 to issue in the other litigation that some or all of the material covered by the
7 subpoena or order is subject to this Protective Order. Such notification shall include
8 a copy of this Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this
13 action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material – and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this action to disobey a
19 lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this action and designated as “CONFIDENTIAL,” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
25 Non-Parties in connection with this litigation is protected by the remedies and relief
26 provided by this Order. Nothing in these provisions should be construed as
27 prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is
2 subject to an agreement with the Non-Party not to produce the Non-Party's
3 confidential information, then the Party shall:

4 1. promptly notify in writing the Requesting Party and the Non-
5 Party that some or all of the information requested is subject to a
6 confidentiality agreement with a Non-Party;

7 2. promptly provide the Non-Party with a copy of the Protective
8 Order in this litigation, the relevant discovery request(s), and a reasonably
9 specific description of the information requested; and

10 3. make the information requested available for inspection by the
11 Non-Party.

12 (c) If the Non-Party fails to object or seek a protective order from this
13 court within 14 days of receiving the notice and accompanying information, the
14 Receiving Party may produce the Non-Party's confidential information responsive
15 to the discovery request. If the Non-Party timely seeks a protective order, the
16 Receiving Party shall not produce any information in its possession or control that is
17 subject to the confidentiality agreement with the Non-Party before a determination
18 by the court. Absent a court order to the contrary, the Non-Party shall bear the
19 burden and expense of seeking protection in this court of its Protected Material.

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 (a) No Waiver. If a Producing Party discloses Information in connection
4 with this action that the Producing Party thereafter claims to be privileged or
5 protected by the attorney-client privilege or work product protection (“Protected
6 Information”), the disclosure of that Protected Information will not constitute or be
7 deemed a waiver or forfeiture—in this or any other action—of any claim of
8 privilege or work product protection that the Producing Party would otherwise be
9 entitled to assert with respect to the Protected Information and its subject matter.

10 1. Full Protection. This Protective Order protects any disclosure of
11 Protected Information, whether that disclosure is inadvertent or otherwise.

12 2. Degree of Care. Each party is entitled to decide, in its sole
13 discretion, the appropriate degree of care to exercise in reviewing materials
14 for privilege. Irrespective of the care that is actually exercised in reviewing
15 materials for privilege, the Court hereby orders that disclosure of Protected
16 Information in discovery conducted in this action shall not waive any claim of
17 privilege or work product protection that the Producing Party would
18 otherwise be entitled to assert with respect to the Protected Information and
19 its subject matter.

20 3. Notification. A Producing Party must notify the Receiving
21 Party, in writing, that it has disclosed that Protected Information without
22 intending a waiver by the disclosure. Upon receipt of such notification, the
23 Receiving Party shall immediately take all reasonable steps to destroy or
24 return all copies, electronic or otherwise, of such document or other
25 information, and shall provide a written certification that it will cease further
26 review, dissemination, and use of the Protected Information.

27 4. Maximum Protections. This Protective Order shall be
28 interpreted to provide the maximum protection allowed to the Producing

1 Party by Federal Rule of Evidence 502(d). The provisions of Federal Rule of
2 Evidence 502(b)(2) are inapplicable to the production of Protected
3 Information under this Protective Order. However, if for any reason the
4 Court finds that this Section is inapplicable to Protected Information, then
5 Rule 502(b) will apply in its absence.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the court in the future.

9 12.2 Right to Assert Other Objections. No Party waives any right it
10 otherwise would have to object to disclosing or producing any information or item
11 on any ground not addressed in this Protective Order. Similarly, no Party waives
12 any right to object on any ground to use in evidence of any of the material covered
13 by this Protective Order.

14 12.3 Export Control. Disclosure of Protected Material shall be subject to all
15 applicable laws and regulations relating to the export of technical data contained in
16 such Protected Material, including the release of such technical data to foreign
17 persons or nationals in the United States or elsewhere. The Producing Party shall be
18 responsible for identifying any such controlled technical data, and the Receiving
19 Party shall take measures necessary to ensure compliance.

20 12.4 Filing Protected Material. Without written permission from the
21 Designating Party or a court order secured after appropriate notice to all interested
22 persons, a Party may not file in the public record in this action any Protected
23 Material. A Party that seeks to file under seal any Protected Material must comply
24 with Civil Local Rule 79-5. Protected Material may only be filed under seal
25 pursuant to a court order authorizing the sealing of the specific Protected Material at
26 issue.

27 13. FINAL DISPOSITION

28 Within 60 days after the final disposition of this action, as defined in

1 paragraph 4, each Receiving Party must use reasonable efforts to return all Protected
2 Material to the Producing Party or destroy such material. As used in this
3 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
4 summaries, and any other format reproducing or capturing any of the Protected
5 Material. Whether the Protected Material is returned or destroyed, the Receiving
6 Party must submit a written certification to the Producing Party (and, if not the same
7 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
8 (by category, where appropriate) all the Protected Material that was returned or
9 destroyed and (2) affirms that the Receiving Party has not retained any copies,
10 abstracts, compilations, summaries or any other format reproducing or capturing any
11 of the Protected Material. “Reasonable efforts” shall not require the return or
12 destruction of Protected Material that (i) is stored on backup storage media made in
13 accordance with regular data backup procedures for disaster recovery purposes,
14 (ii) is located in the email archive system or archived electronic files of departed
15 employees, or (iii) is subject to legal hold obligations. Backup storage media will
16 not be restored for purposes of returning or certifying destruction of Protected
17 Material, but such retained information shall continue to be treated in accordance
18 with this Protective Order.

19 Notwithstanding this provision, Outside Counsel of Record are entitled to
20 retain archival copies of all pleadings, motion papers, written discovery, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
22 and trial exhibits, expert reports, attorney work product, and consultant and expert
23 work product, even if such materials contain Protected Material. Any such archival
24 copies that contain or constitute Protected Material remain subject to this Protective
25 Order as set forth in Section 4 (DURATION). Outside Counsel of Record may use
26 his or her work product in subsequent litigation, provided that its use does not
27 disclose or use Protected Material.

28

1
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

Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that plaintiff's counsel, Roland Tong, on whose behalf this filing is jointly submitted, has concurred in this filing's content and has authorized me to file this document.

Dated: September 3, 2020

FARELLA BRAUN + MARTEL LLP

By: /s/ Sushila Chanana
Sushila Chanana

Attorneys for Defendants and Counter-Claimants Toyota Motor Sales, U.S.A., Inc. and Toyota Motor Corporation

1
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

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United State District Court for the Central
District of California on _____ [date] in the case of *Richard Rentrop,*
d/b/a TVD Vinyl Decals vs. Toyota Motor Sales, USA, Inc. and Toyota Motor
Corporation, Case No. 8:19-cv-01796 JLS-DFM. I agree to comply with and to be
bound by all the term of tis Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceeding occur after termination of
this action.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____