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7 Attorneys for Defendant  
TOTO USA, INC.  
8

9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 FARMERS INSURANCE EXCHANGE, as  
subrogee of Doug Ansell,

12 Plaintiff,

13 vs.

14 TOTO USA, INC., a Georgia corporation;  
15 CHRISTOPHER HOMES, LLC, a Nevada  
company; DOES I – X, inclusive, and ROE  
16 CORPORATIONS I – X, inclusive,

17 Defendants.  
18

Case No. 2:17-cv-02906-APG-PAL

**STIPULATED PROTECTIVE ORDER**

19 IT IS STIPULATED and agreed by the parties to this action that, in order to facilitate  
20 discovery, in which the parties may request production of documents containing proprietary, trade  
21 secret and confidential information of Defendant TOTO USA, INC. (“Toto”) and related  
22 companies, that the following protective order shall be entered by the court.

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**STIPULATED PROTECTIVE ORDER REGARDING**  
**THE CONFIDENTIALITY OF DOCUMENTS AND MATERIALS**

Pursuant to Federal Rule of Civil Procedure 26(c), the parties, in connection with the above-captioned action agree to the following Stipulated Protective Order to facilitate the exchange of discoverable information and, in particular, the production of documents, the service of discovery responses, and the taking of testimony. Unless modified pursuant to the terms contained in this Order, this Order shall remain in effect.

1. Documents or information containing confidential or proprietary business information and/or trade secrets (“Confidential Information”) that bear significantly on the claims or defenses of defendant Toto is likely to be disclosed or produced during the course of discovery in this litigation;

2. Toto asserts that public dissemination and disclosure of Confidential Information could severely injure or damage Toto and would place Toto at a competitive disadvantage; and

3. Entry of an order controlling access to and dissemination of Confidential Information will protect the respective interests of the parties and facilitate the progress of disclosure and discovery in this case,

**THEREFORE, IT IS STIPULATED:**

1. Documents, discovery responses, and deposition testimony containing Confidential Information produced, served or given by Toto in this litigation are referred to as “Protected Documents.” Except as otherwise indicated below, all documents, discovery responses, or deposition testimony designated by Toto as “Confidential” upon production or containing Confidential Information and which are disclosed or produced to the attorneys for the other parties to this litigation are Protected Documents and are entitled to confidential treatment as described below.

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1           11. Counsel for Plaintiff represents that they have not received from any source Toto  
2 documents marked as "Confidential" except pursuant to and consistent with confidentiality orders  
3 entered in other actions to which Toto and Plaintiff's Counsel are parties.

4           12. The party or parties receiving Protected Documents shall not under any  
5 circumstances sell, offer for sale, advertise, or publicize Protected Documents or any information  
6 contained therein.

7           13. A party who receives a request or subpoena for the production or disclosure of  
8 Protected Documents or Confidential Information under the terms of this Order shall, within three  
9 business days, give counsel for Toto written notice (via both facsimile and U.S. mail) of the  
10 request or subpoena and forward a copy of the request or subpoena. No Protected Documents or  
11 Confidential Information shall be produced until Toto has received a copy of the request or  
12 subpoena and had a reasonable opportunity to file a motion for relief. If Toto makes a motion or  
13 other application for relief from the subpoena or other request in the appropriate forum, the party  
14 who received such materials shall not produce or disclose the requested information without  
15 consent of Toto or until ordered to do so by a court of competent jurisdiction.

16           14. If a party that receives Protected Documents or Confidential Information discovers  
17 that, whether through inadvertence or otherwise, it has disclosed or provided documents or  
18 information designated as "Confidential" to any person or entity not authorized to review it under  
19 the terms of this Stipulated Protective Order, then that party shall promptly (a) make reasonable  
20 best efforts to seek the return of the documents or information, (b) inform Toto of the disclosure  
21 and the relevant circumstances (including the identity(ies) of the person or entity to whom  
22 disclosure was made), and (c) advise the recipient of the provisions of this Order and request that  
23 they agree to its terms in writing by signing the certification attached as Exhibit A. This  
24 paragraph does not limit the remedies that Toto may pursue for breach of this Stipulated  
25 Protective Order.

26           15. This Stipulated Protective Order does not authorize or require disclosure of  
27 documents or information protected by or subject to claims of privilege or protection, including  
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1 but not limited to the attorney-client privilege, work product protection, and joint defense or  
2 common interest privilege. If a party inadvertently or mistakenly produces documents or  
3 information subject to a claim of privilege or protection, such production will not waive otherwise  
4 applicable claims of privilege or protection. Upon receipt of written notice identifying privileged  
5 or protected documents that were inadvertently or mistakenly produced, the receiving party shall  
6 within ten (10) business days: (a) return or certify the destruction of all such documents; and (b)  
7 destroy any work product or portions of any work product containing or reflecting their contents.

8 16. After termination of this litigation, the provisions of this Order shall continue to be  
9 binding. ~~This Court retains and shall have continuing jurisdiction over the parties and recipients  
10 of the Protected Documents for enforcement of the provisions of this Order following termination  
11 of this litigation.~~

12 17. At the conclusion of the work of the Retained Experts as defined in herein, all  
13 Protected Documents and all reports, reliance materials, copies, prints, negatives, notes,  
14 information derived therefrom, and summaries thereof shall be returned to the attorneys who  
15 retained the Retained Experts provided access to the Protected Documents and Confidential  
16 Information. At the time of the return, an Affidavit in the form of **Exhibit B** attached hereto shall  
17 be executed by the Retained Experts who have had access to the Protected Documents and  
18 Confidential Information, stating that they have complied with the provisions of this Stipulated  
19 Protective Order. Such Affidavit shall be returned to the attorneys who provided access to the  
20 Protected Documents and Confidential Information and be maintained by them. Upon  
21 completion of the trial and any appeals in this action and the satisfaction of any judgment, or  
22 upon the conclusion of any settlement, the parties receiving the Confidential Documents pursuant  
23 to this Stipulated Protective Order shall provide to counsel for Toto all Protected Documents  
24 produced under the terms of this Stipulated Protective Order. However, upon notice to Toto,  
25 counsel for plaintiff may keep one set of the Protected Materials for use in other litigation as  
26 allowed under Paragraph 4. The parties receiving the Confidential Documents pursuant to this  
27 Stipulated Protective Order shall further provide to counsel for Toto at such time of re-delivery an  
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Stricken by  
the court. →

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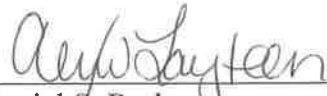
1 Affidavit in the form of **Exhibit B** attached hereto representing compliance, as outlined herein,  
2 with the terms of this Stipulated Protective Order and all Affidavits received by such parties  
3 pursuant to this paragraph.

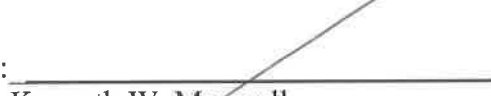
4 18. This Order shall be binding upon the parties and their attorneys, successors,  
5 executors, personal representatives, administrators, heirs, legal representatives, assigns,  
6 subsidiaries, divisions, employees, agents, independent contractors, or other persons or  
7 organizations over which they have control.

8  
9 Respectfully submitted this 24<sup>th</sup> day of July, 2018.

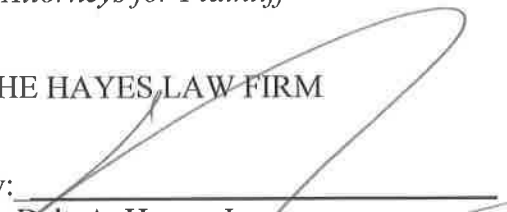
10 SNELL & WILMER L.L.P.

BAUMAN LOEWE WITT & MAXWELL

11 By:   
12 Daniel S. Rodman  
13 Nevada Bar No. 8239  
14 Alexandria L. Layton  
15 Nevada Bar No. 14228  
16 3883 Howard Hughes Pkwy, Suite 1100  
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18 *Attorneys for Defendant*  
19 *Toto USA, Inc.*

By:   
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Nevada Bar No. 9389  
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Nevada Bar No. 10651  
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THE HAYES LAW FIRM

By:   
Dale A. Hayes, Jr.  
Nevada State Bar No. 9056  
4735 S. Durango Dr., Suite 105  
Las Vegas, Nevada 89147  
*Attorney for Defendant*  
*Christopher Homes, LLC*

**ORDER**

IT IS SO ORDERED.

DATED this 2nd day of August, 2018.

  
Presiding Judge

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1 Affidavit in the form of **Exhibit B** attached hereto representing compliance, as outlined herein,  
2 with the terms of this Stipulated Protective Order and all Affidavits received by such parties  
3 pursuant to this paragraph.

4 18. This Order shall be binding upon the parties and their attorneys, successors,  
5 executors, personal representatives, administrators, heirs, legal representatives, assigns,  
6 subsidiaries, divisions, employees, agents, independent contractors, or other persons or  
7 organizations over which they have control.

8  
9 Respectfully submitted this \_\_\_\_ day of May, 2018.

10 SNELL & WILMER L.L.P.  
11  
12 By: \_\_\_\_\_  
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14 Nevada Bar No. 8239  
15 Alexandria L. Layton  
16 Nevada Bar No. 14228  
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Nevada State Bar No. 9056  
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Las Vegas, Nevada 89147  
*Attorney for Defendant*  
*Christopher Homes, LLC*

**ORDER**

IT IS SO ORDERED.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Presiding Judge



UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

FARMERS INSURANCE EXCHANGE, as  
subrogee of Doug Ansell,

Plaintiff,

vs.

TOTO USA, INC., a Georgia corporation;  
CHRISTOPHER HOMES, LLC, a Nevada  
company; DOES I – X, inclusive, and ROE  
CORPORATIONS I – X, inclusive,

Defendants.

Case No. 2:17-cv-02906-APG-PAL

**EXHIBIT "A"**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I have read the attached Stipulated Protective Order entered in the above entitled and numbered action. Before reviewing or receiving access to the contents of any documents, materials and/or matters designated as "Confidential" or "Produced Pursuant to Protective Order," I acknowledge and agree that I am personally bound by and subject to the terms of the Stipulated Protective Order. I further agree to abide by all terms of the Stipulated Protective Order. I subject myself to the jurisdiction and venue of this Court for the purpose of enforcement of the Stipulated Protective Order.

\_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

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1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 FARMERS INSURANCE EXCHANGE, as  
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5 Plaintiff,

6 vs.

7 TOTO USA, INC., a Georgia corporation;  
8 CHRISTOPHER HOMES, LLC, a Nevada  
9 company; DOES I – X, inclusive, and ROE  
10 CORPORATIONS I – X, inclusive,

11 Defendants.

Case No. 2:17-cv-02906-APG-PAL

**EXHIBIT “B”**

12 **AFFIDAVIT REGARDING DOCUMENTS PROVIDED PURSUANT TO**  
13 **STIPULATED PROTECTIVE ORDER REGARDING**  
14 **CONFIDENTIALITY OF DOCUMENTS AND MATERIALS**

15 \_\_\_\_\_, being first duly sworn, upon his or her oath, deposes and says:

16 1. I have been provided copies of, or access to, confidential documents, materials,  
17 and information that are subject to a Stipulated Protective Order Regarding: Confidentiality of  
18 Documents and Materials (“Stipulated Protective Order”) in the above-captioned action  
19 (hereinafter “Protected Documents”).

20 2. I have read and complied with all of the provisions of the Stipulated Protective  
21 Order entered in the action regarding the Protected Documents.

22 3. In formulating my opinions or in preparing for and/or assisting in the trial of the  
23 above-captioned action, I have provided the following individuals copies of, or access to, the  
24 Protected Documents at the address stated: \_\_\_\_\_

25 4. The individuals listed in Paragraph 3 are the only individuals to whom I provided  
26 copies of, or access to, the Protected Documents.

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1           5.     Before providing copies of, or access to, the Protected Documents to the  
2 individuals listed in Paragraph 3, I required that said individuals read a copy of the Stipulated  
3 Protective Order in this action.

4           6.     The individuals listed in Paragraph 3 have executed Affidavits stating that they  
5 have complied with the terms of the Stipulated Protective Order and have returned all copies of  
6 Protected Documents and a copy of each such Affidavit is attached hereto.

7           7.     I have made no copies of the Protected Documents provided pursuant to the  
8 Stipulated Protective Order, other than those that have been returned to plaintiff's counsel.

9           8.     With the Affidavit, I have returned all copies of Protected Documents provided to  
10 me in the above-captioned action pursuant to the Stipulated Protective Order and have returned  
11 all Affidavits of those individuals to whom I provided copies of, or access to, the Protected  
12 Documents.

13          9.     After submitting this Affidavit and the attached Affidavit Regarding Documents  
14 Provided Pursuant to Stipulated Protective Order Regarding Confidentiality of Documents and  
15 Materials and all copies of the Protected Documents to plaintiff's counsel, pursuant to the  
16 requirements set forth in the Stipulated Protective Order, I will not have any original or copies of  
17 the Protected Documents whether in paper, DVD, video or electronic format.

18          10.    I have otherwise complied with all of the terms of the Stipulated Protective Order  
19 covering confidential documents and materials produced in the above-captioned action.

20 \_\_\_\_\_  
21

22 Subscribed and sworn to before me this  
23 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

24  
25 \_\_\_\_\_  
26 NOTARY PUBLIC