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

11 MARK HUNT, an individual,

Case No. 2:17-cv-00085-JAD-CWH

12 Plaintiffs,

13 vs.

**STIPULATION AND PROTECTIVE  
 ORDER**

14 ZUFFA, LLC d/b/a ULTIMATE FIGHTING  
 15 CHAMPIONSHIP, a Nevada limited liability  
 company; BROCK LESNAR, an individual  
 16 and DANA WHITE, an individual; and  
 DOES 1-50, inclusive,

17  
 18 Defendants.

19 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, and for good cause, IT IS  
 20 HEREBY STIPULATED THAT:

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of confidential,  
 23 proprietary, or private information for which special protection from public disclosure and from use for  
 24 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
 25 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
 26 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
 27  
 28

1 discovery and the protection it affords from public disclosure and use extends only to the limited  
2 information or items that are entitled to confidential treatment under the applicable legal principles.

3           **2.     DEFINITIONS**

4           2.1     Challenging Party: a Party or Non-Party that challenges the designation of information or  
5 items under this Order.

6           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,  
7 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure  
8 26(c).

9           2.3     Counsel (without qualifier): Outside Counsel of Record and In-House Legal Department  
10 Personnel (as well as their support staff, including, but not limited to, attorneys, paralegals, secretaries,  
11 law clerks, and legal interns).

12           2.4     Designating Party: a Party that designates information or items that it produces in  
13 disclosures or in responses to discovery as “CONFIDENTIAL” or a Party that designates information or  
14 documents of a medical or highly personal nature pertaining to athletes who are not named as Plaintiffs  
15 in this action, as “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY.”

16           2.5     Designating Non-Party: a Non-Party that designates information or items that it or  
17 another Party produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL–ATTORNEYS’ EYES ONLY.”

19           2.6     Disclosure or Discovery Material: all items or information, regardless of the medium or  
20 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
21 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery  
22 in this matter.

23           2.7     Expert or Consultant: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation, along with his or her employees and support personnel, who (1) has been  
25 retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a  
26 current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated  
27 to become an employee of a Party or of a Party’s competitor. The Parties are not prohibited from  
28 retaining an Expert or Consultant who is a former employee of a Party or of a Party’s competitor,

1 provided that, at least five business days prior to retention, Counsel intending to retain such Expert or  
2 Consultant shall provide written notice to Counsel for the Party which had previously employed such  
3 person, in order to allow that Party an opportunity to protect itself and the confidentiality of any  
4 information which such prospective Expert or Consultant may have obtained during his or her  
5 employment. The Party receiving such notice shall have 30 days to seek judicial intervention with respect  
6 to legitimate issues concerning the protection of any confidential information which such Expert or  
7 Consultant may have obtained during his or her employment. The definition of Expert or Consultant  
8 includes a professional jury or trial consultant retained in connection with this litigation.

9       2.8     HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY Information or Items: (1) a  
10 Non-Party’s extremely sensitive, highly confidential, non-public information, consisting either of trade  
11 secrets or other highly confidential information directly concerning business plans, strategies, revenues  
12 or costs, disclosure of which to a Party or another Non Party would create a substantial risk of significant  
13 competitive or business injury to the Designating Non-Party that could not be avoided by less restrictive  
14 means; or (2) documents or information of a medical or highly personal nature pertaining to athletes who  
15 are not named as Plaintiffs in this action.

16       2.9     In-House Legal Department Personnel: attorneys and other personnel employed by a  
17 Party to perform legal functions and who are responsible for overseeing or assisting in this litigation for  
18 such Party. In-House Legal Department Personnel does not include Outside Counsel of Record or any  
19 other outside counsel.

20       2.10    Non-Party: any natural person, partnership, corporation, association, or other legal entity  
21 not named as a Party to this action.

22       2.11    Outside Counsel of Record: attorneys, along with their paralegals, and other support  
23 personnel, who are not employees of a party to this action but are retained to represent or advise a party  
24 to this action and have appeared in this action on behalf of that party or are affiliated with a law firm that  
25 has appeared on behalf of that party.

26       2.12    Party: any party to this action, including all of its officers, directors, managers, and  
27 employees.

28       2.13    Producing Party: a Party that produces Disclosure or Discovery Material in this action.

1           2.14    Producing Non-Party: a Non-Party that produces Disclosure or Discovery Material in this  
2 action.

3           2.15    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
4 photocopying, videotaping, transcription, court reporting, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving documents or data in any form or medium) and  
6 their employees and subcontractors.

7           2.16    Protected Material: any Disclosure or Discovery Material that is designated as  
8 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such material is  
9 referred to as designated for “protection.”

10          2.17    Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
11 Party or Non-Party.

### 12           3.        **SCOPE**

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

### 25           4.        **DURATION**

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

1 defenses in this action, with 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, including the time limits  
3 for filing any motions or applications for extension of time pursuant to applicable law.

4           **5.        DESIGNATING PROTECTED MATERIAL**

5            5.1       Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
6 Party that designates information or items for protection under this Order must take care to limit any such  
7 designation to specific material that qualifies under the appropriate standards.

8            Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be  
9 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or  
10 retard the case development process or to impose unnecessary expenses and burdens on other parties)  
11 expose the Designating Party to sanctions. Notwithstanding the preceding sentence, the Designating  
12 Party may designate for protection an entire document or item that contains “CONFIDENTIAL”  
13 Information and the Designating Non-Party may designate for protection an entire document or item that  
14 contains “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
15 Information within that document or item when such document or item is produced to a Party pursuant to  
16 Federal Rules of Civil Procedure 34 and 45.

17            If it comes to a Designating Party or Non-Party’s attention that information or items that it  
18 designated for protection do not qualify for the protection initially asserted, that Designating Party or  
19 Non-Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

20            5.2       Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
21 e.g., paragraph 5.2(a), below), or as otherwise stipulated or ordered, material that qualifies for protection  
22 under this Order must be clearly so designated before the material is disclosed or produced.  
23 Notwithstanding the preceding sentence, should a Producing Party or Non-Party discover that it produced  
24 material that was not designated as Protected Material or that it produced material that was designated as  
25 Protected Material but had designated that Protected Material in the incorrect category of Protected  
26 Material, the Producing Party or Non-Party may notify all Parties, in writing, of the error and identify (by  
27 bates number or other individually identifiable information) the affected documents and their new  
28 designation or re-designation. Thereafter, the material so designated or re-designated will be treated as

1 Protected Material. Promptly after providing such notice, the Producing Party or Non-Party shall provide  
2 re-designated copies of the material to each Receiving Party reflecting the change in designation. The  
3 Receiving Party will replace the incorrectly designated material with the newly designated materials and  
4 will destroy the incorrectly designated materials.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but excluding  
7 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or the Producing  
9 Non-Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY” on the first page of each document and on each page that contains protected material.

11 A Party or Non-Party that makes original documents or materials available for inspection need  
12 not designate them for protection until after the inspecting Party has indicated which material it would  
13 like copied and produced. During the inspection and before the designation, all of the material from the  
14 Party made available for inspection shall be deemed “CONFIDENTIAL” and all of the material from the  
15 Non-Party shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
16 inspecting Party has identified the documents it wants copied and produced, the Producing Party or Non-  
17 Party must determine which documents, or portions thereof, qualify for protection under this Order.  
18 Then, before producing the specified documents, the Producing Party or Non-Party must affix the  
19 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY”) to the first page of each document and on each page that contains Protected Material.

21 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating  
22 Party or Non-Party identify on the record, before the close of the deposition, hearing, or other  
23 proceeding, all protected testimony. When it is impractical to identify separately each portion of  
24 testimony that is entitled to protection and/or it appears that substantial portions of the testimony may  
25 qualify for protection, the Designating Party or Non-Party may invoke on the record (before the  
26 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days after receipt of the  
27 draft transcript to identify the specific portions of the testimony as to which protection is sought. Only  
28 those portions of the testimony that are appropriately designated for protection within the 21 days shall

1 be covered by the provisions of this Stipulated Protective Order. Alternatively, at the deposition or up to  
2 21 days afterwards if that period is properly invoked, a Designating Party or Non-Party may specify that  
3 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” provided such designation does not violate paragraph 5.1 above.

5 Parties shall give the Designating Party or Designating Non-Party notice if they reasonably expect  
6 a deposition, hearing or other proceeding to include Protected Material. For documents or items  
7 designated “CONFIDENTIAL” the Designating Party or Designating Non-Party can ensure that only  
8 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)  
9 are present at those proceedings. For documents or items designated “HIGHLY CONFIDENTIAL –  
10 ATTORNEYS’ EYES ONLY”, the Designating Party or Designating Non-Party can choose to withhold  
11 or redact the document or item if its disclosure at the deposition, hearing or other proceeding would  
12 create a substantial risk of the disclosure of a Non-Party’s highly personal information or significant  
13 competitive or business injury to a Non-Party. The Parties or the Party seeking to use the protected  
14 material and the Designating Non-Party shall meet and confer in good faith to attempt to resolve the  
15 issue. If the issue cannot be resolved, the Party seeking to introduce the document or item can seek an  
16 order from the Court compelling the use of the document or item at the deposition, hearing or other  
17 proceeding. The use of a document as an exhibit at a deposition shall not in any way affect its  
18 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the title page that the  
20 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including  
21 line numbers as appropriate) that have been designated as Protected Material by the Designating Party or  
22 Non-Party. The Designating Party or Non-Party shall inform the court reporter of these requirements.  
23 Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated  
24 during that period as if it had been designated “CONFIDENTIAL” in its entirety unless otherwise  
25 agreed, or if the transcript refers to information or documents designated as “HIGHLY CONFIDENTIAL  
26 – ATTORNEYS’ EYES ONLY,” the transcript shall be treated during the 21-day period as if it had been  
27 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise  
28 agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

1 (c) for information produced in some form other than documentary and for any other tangible  
2 items (such as Electronically Stored Information (“ESI”) for which it is impractical to label as per  
3 Section 5.2(a)), that the Producing Party or Non-Party designate in a cover letter accompanying the  
4 production, and where feasible, affix in a prominent place on the exterior of the container or containers in  
5 or on which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
8 qualified information or items does not, standing alone, waive the Designating Party or Non-Party’s right  
9 to secure protection under this Order for such material. Should a Producing Party or Non-Party discover  
10 that it produced Confidential Information or Items that were not designated as Protected Material, the  
11 Producing Party or Non-Party may notify all Parties, in writing, of the error and identify (by bates  
12 number or other individually identifiable information) the affected documents and their new designation.  
13 Thereafter, the material so designated shall be treated as Protected Material. Promptly after providing  
14 such notice, the Producing Party or Non-Party shall provide re-labeled copies of the material to each  
15 Receiving Party reflecting the change in designation. The Receiving Party shall replace the incorrectly  
16 designated material with the newly designated materials and shall destroy the incorrectly designated  
17 materials. If material is re-designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, upon  
19 notification of the designation, must make reasonable efforts to assure that the material is treated in  
20 accordance with the provisions of this Order.

21 5.4 Confidential Designation of Information or Items Produced by Other Parties or Non-  
22 Parties. Subject to the standards of paragraph 5.1, a Party may designate as “CONFIDENTIAL” any  
23 Disclosure or Discovery Material produced by any other Party or Non-Party, provided that said  
24 Disclosure or Discovery Material contains the Designating Party’s own Confidential Information.  
25 Subject to the standards of paragraph 5.1, a Non-Party may designate as “CONFIDENTIAL” or  
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any Disclosure or Discovery Material,  
27 provided that said Disclosure or Discovery Material contains the Designating Non-Party’s own  
28 Confidential Information. Any such designation of a document for protection shall be made within 90



1 days of the date of its production to the Designating Party or Non-Party, unless good cause is shown for a  
2 later designation of the document for protection.

3 Designating a document for protection pursuant to this paragraph shall be accomplished  
4 by providing written notice to all Parties identifying (by bates number or other individually identifiable  
5 information) the Disclosure or Discovery Material to be designated as “CONFIDENTIAL” or “HIGHLY  
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Promptly after providing such notice, the  
7 Designating Party or Non-Party shall provide re-labeled copies of the material to each Receiving Party  
8 reflecting the change in designation. The Receiving Party will replace the incorrectly designated material  
9 with the newly designated materials and will destroy the incorrectly designated materials. Any Party or  
10 Non-Party may object to the designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY” of Disclosure or Discovery Materials pursuant to the procedures set forth  
12 in paragraph 6 regarding challenging designations. The Designating Party or Non-Party shall bear the  
13 burden of establishing the basis for the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY” designation.

## 15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at any time.  
18 Unless a prompt challenge to a Designating Party or Designating Non-Party’s “CONFIDENTIAL” or  
19 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation is necessary to avoid  
20 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of  
21 the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to  
22 mount a challenge promptly after the original designation is disclosed.

23 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party or Non-  
24 Party’s confidentiality designation must do so in good faith. The Challenging Party shall initiate the  
25 dispute resolution process by providing written notice to other Parties and the relevant Producing Non-  
26 Party, if applicable, of each designation it is challenging (by bates number or other individually  
27 identifiable information) and describing the basis for each challenge. To avoid ambiguity as to whether a  
28 challenge has been made, the written notice must recite that the challenge to confidentiality is being

1 made in accordance with this specific paragraph of the Stipulated Protective Order. The parties shall  
2 attempt to resolve each challenge in good faith and must begin the process by conferring directly (in  
3 voice to voice dialogue; other forms of communication are not sufficient) within 7 business days of the  
4 date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
5 confidentiality designation was not proper and must give the Designating Party or Non-Party an  
6 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
7 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed  
8 to the next stage of the challenge process only if it has engaged in this meet and confer process first or  
9 establishes that the Designating Party or Non-Party is unwilling to participate in the meet and confer  
10 process in a timely manner.

11           6.3     Judicial Intervention. If the Designating Party or Non-Party and the Challenging Party are  
12 not able to resolve a dispute about confidentiality designations within the time provided in paragraph 6.2,  
13 above, they shall, within 7 days of the expiration of the time period provided in paragraph 6.2, prepare  
14 and present to the Court a joint letter, briefly outlining the disputed issue, and requesting a telephone  
15 conference or in-person meeting with the Court. The parties to the dispute shall thereafter present to the  
16 Court, during the telephone conference or in-person meeting, their respective positions about the  
17 propriety of the challenged confidentiality designations. The procedure for resolving the dispute,  
18 including the need for any briefing, shall be determined by the Court during the telephone conference or  
19 in-person meeting.

20           The burden of persuasion in any such challenge proceeding shall be on the Designating Party or  
21 Non-Party. Until the ruling on the dispute becomes final, all parties shall continue to afford the material  
22 in question the level of protection to which it is entitled under the Designating Party or Non-Party's  
23 designation. In the event that the final ruling is that the challenged material is not “CONFIDENTIAL” or  
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, the Designating Party or Non-Party shall  
25 reproduce copies of all challenged materials with their designations removed within thirty (30) days of  
26 such ruling at the expense of the Designating Party or Non-Party.

1           7.       **ACCESS TO AND USE OF PROTECTED MATERIAL**

2           7.1       Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
5 categories of persons and under the conditions described in this Order. When the litigation has been  
6 terminated, a Receiving Party must comply with the provisions of paragraph 15 below (FINAL  
7 DISPOSITION).

8           Protected Material must be stored and maintained by a Receiving Party at a location and in a  
9 secure manner that ensures that access is limited to the persons authorized under this Order. For  
10 purposes of this Order, a secure website, or other internet-based document depository with adequate  
11 security, shall be deemed a secure location.

12           7.2       Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
13 Court or permitted in writing by the Designating Party or Non-Party, Counsel for a Receiving Party may  
14 disclose any information or item designated “CONFIDENTIAL” only to:

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

18           (b) the Receiving Party, a Receiving Party’s officers, directors, managers, and employees  
19 (including In-House Legal Department Personnel) to whom disclosure is reasonably necessary for this  
20 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21           (c) Experts or Consultants (as defined in this Order) of the Receiving Party to whom disclosure is  
22 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be  
23 Bound” (Exhibit A);

24           (d) the Court and its personnel;

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

27           (f) during their depositions, witnesses in this litigation to whom disclosure is reasonably  
28 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

1 otherwise agreed by the Designating Party or Non-Party or ordered by the court. Consistent with  
2 paragraph 5.2(b), pages of transcribed deposition testimony or exhibits to depositions that reveal  
3 Confidential Information must be marked “CONFIDENTIAL”, and may not be disclosed to anyone  
4 except as permitted under this Stipulated Protective Order; and

5 (g) any other person to whom the Designating Party or Non-Party agrees in writing or on the  
6 record, and any other person to whom the Court compels access to the Confidential Information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
8 or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party or Non-  
9 Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL  
10 – ATTORNEYS’ EYES ONLY” only to the people and entities permitted to receive “CONFIDENTIAL”  
11 information as designated in paragraph 7.2 and in accordance with the requirements set forth in the  
12 paragraph except that “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or  
13 items shall not be disclosed to the Receiving Party or a Receiving Party’s officers, directors, managers,  
14 and employees, including In-House Legal Department Personnel.

15 7.4 Retention of Exhibit A: Outside Counsel for the Party that obtains the signed  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), as required above, shall retain them for  
17 one year following the final termination of this action, including any appeals, and shall make them  
18 available to other Parties upon good cause shown.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
20 **OTHER LITIGATION**

21 If a Receiving Party is served with a discovery request, subpoena, or a court order issued in other  
22 litigation that compels disclosure of any information or items the Designating Party or Designating Non-  
23 Party in this action has identified as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY,” that Receiving Party must:

25 (a) promptly notify in writing the Designating Party or Designating Non-Party. Such notification  
26 shall include a copy of the discovery request, subpoena, or court order;

27 (b) promptly notify in writing the party who caused the discovery request, subpoena, or order to  
28 issue in the other litigation that some or all of the material covered by the discovery request, subpoena, or

1 order is subject to this Stipulated Protective Order. Such notification shall include a copy of this  
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating  
4 Party or Designating Non-Party whose Protected Material may be affected.

5 The purpose of imposing these duties is to alert the interested parties to the existence of this  
6 Protective Order and to afford the Designating Party or Designating Non-Party in this case an  
7 opportunity to try to protect its confidentiality interests in the court from which the discovery request,  
8 subpoena, or order issued.

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

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
19 **THIS LITIGATION**

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

25 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s  
26 confidential information in its possession that is either Protected Material or is subject to any other  
27 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party  
28 shall:

1 (1) notify in writing, as soon as reasonably practicable, the Requesting Party and the Non-  
2 Party that some or all of the information requested is subject to the provisions of this Protective Order or  
3 another confidentiality agreement with a Non-Party; and

4 (2) as soon as reasonably practicable, provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description  
6 of the information requested.

7 (c) If the Non-Party fails to object or seek a protective order from this court within 21 days of  
8 receiving the notice and accompanying information, the Party may produce the Non-Party's confidential  
9 information responsive to the discovery request. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that is subject to the terms  
11 of this Protective Order or any other confidentiality agreement with the Non-Party before a determination  
12 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
13 seeking protection in this court of its Protected Material.

#### 14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

#### 22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that it inadvertently produced  
25 documents, testimony, information, and/or things that are protected from disclosure under the attorney-  
26 client privilege, work product doctrine, and/or any other applicable privilege or immunity from  
27 disclosure, or the Receiving Party discovers such inadvertent production, the inadvertent production shall  
28 not be deemed a waiver of the applicable privilege or protection. The Receiving Party shall immediately

1 return all copies of such documents, testimony, information and/or things to the inadvertently Producing  
2 Party and shall not use such items for any purpose until further order of the Court. If the Receiving Party  
3 does not challenge the designation, such return must occur within three (3) business days of receipt of  
4 notice or discovery of the inadvertent production. If a Receiving Party wishes to challenge the  
5 designation, the Receiving Party must inform the Producing Party or Non-Party within three (3) business  
6 days of receipt of notice or discovery of the inadvertent production, and must file its challenge to the  
7 privilege designation with the Court within seven days of notifying the Producing Party or Non-Party of  
8 its intent to challenge, unless the Parties agree to a longer schedule. The Receiving Party may maintain a  
9 copy of the challenged document solely for the purpose of the privilege challenge until the Court resolves  
10 the issue, but may not disclose or otherwise use the document until the Court resolves the issue. The  
11 return of any discovery item to the inadvertently Producing Party or Non-Party shall not in any way  
12 preclude the Receiving Party from moving the Court for a ruling that the document or thing was never  
13 privileged.

14 This provision is not intended to modify whatever procedure may be established in an e-discovery  
15 order that provides for production without prior privilege review.

## 16 **12. ATTORNEY RENDERING ADVICE**

17 Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering advice  
18 to his or her client in this litigation with respect to this matter or from relying upon or generally referring  
19 to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Disclosure or  
20 Discovery Material in rendering such advice; provided however, that in rendering such advice or in  
21 otherwise communicating with his or her client in this litigation, the attorney shall not reveal or disclose  
22 the specific content thereof if such disclosure is not otherwise permitted under this Stipulated Protective  
23 Order.

## 24 **13. DISPOSITIVE MOTION HEARINGS AND TRIAL**

25 The terms of this Stipulated Protective Order shall govern in all circumstances except for  
26 presentations of evidence and argument at hearings on dispositive motions and at trial. The parties shall  
27  
28

1 meet and confer in advance of such proceedings and seek the guidance of the Court as to appropriate  
2 procedures to govern such proceedings.

3 **14. MISCELLANEOUS**

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
5 modification by the court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
7 Party waives any right it otherwise would have to object to disclosing or producing any information or  
8 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
9 to object on any ground to use in evidence of any of the material covered by this Stipulated Protective  
10 Order.

11 14.3 Filing Protected Material. In the event that any Receiving Party's briefs, memoranda,  
12 discovery requests, requests for admission or other papers of any kind which are served or filed shall  
13 include another Party or Non-Party's "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
14 ATTORNEYS' EYES ONLY" Information, the papers shall be appropriately designated pursuant to  
15 paragraph 5.2. Documents, papers and transcripts filed with the Court which contain any other Party or  
16 Non-Party's "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
17 Information shall be provisionally lodged under seal with the Court, and redacted papers shall be publicly  
18 filed. Within 5 days of the materials being lodged with the Court, the Party claiming protection shall file  
19 a motion to seal setting forth the bases for sealing and proper authority under *Kamakana v. City &*  
20 *County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or some other applicable authority.

21 **15. FINAL DISPOSITION**

22 Unless otherwise ordered by the Court or agreed in writing by the Designating Party or Non-  
23 Party, within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving  
24 Party must return all Protected Material to the Producing Party or destroy such material. As used in this  
25 subdivision, "all Protected Material" includes all copies (electronic or otherwise), abstracts, compilations,  
26 databases, summaries, and any other format reproducing or capturing any of the Protected Material.  
27 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written  
28 certification to the Producing Party (and, if not the same person or entity, to the Designating Party or



1 Non-Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
2 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any  
3 copies, (electronic or otherwise), abstracts, compilations, databases, summaries, and any other format  
4 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
5 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing  
6 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; legal  
7 memoranda; correspondence; or attorney work product, and consultant and expert work product, even if  
8 such materials contain Protected Material. Any such archival copies that contain or constitute Protected  
9 Material remain subject to this Protective Order as set forth in Paragraph 4 (DURATION).

10 IT IS SO STIPULATED.

11 CAMPBELL & WILLIAMS

12  
13 By /s/ J. Colby Williams  
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16 Las Vegas, Nevada 89101

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18 *Zuffa, LLC and Dana White*

19 DENNING MOORES, APC

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4 2815 Townsgate Road, Suite 200  
5 Westlake Village, California 91361

6 *Attorneys for Defendant*  
7 *Brock Lesnar*

8 **ORDER**

9 IT IS SO ORDERED.

10 Dated: June 19, 2018

11 By:

12   
13 \_\_\_\_\_  
14 C.W. HOFFMAN, JR.  
15 UNITED STATES MAGISTRATE JUDGE  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the Protective Order that was  
6 issued by the United States District Court for the District of Nevada in the case of *Hunt v. Zuffa, LLC, et*  
7 *al., Case No. 2:17-cv-00085-JAD-CWH.*

8 I agree to comply with and to be bound by all the terms of this Protective Order and I understand  
9 and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
10 contempt. I solemnly promise that I will not disclose in any manner any information or item that is  
11 subject to this Protective Order to any person or entity except in strict compliance with the provisions of  
12 this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the District of  
14 Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement  
15 proceedings occur after termination of this action.

16 I hereby appoint \_\_\_\_\_ [print or type full name] of  
17 \_\_\_\_\_ [print or type full address and telephone number] as my  
18 Nevada agent for service of process in connection with this action or any proceedings related to  
19 enforcement of this Protective Order.

20  
21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that service of the foregoing **Stipulated Protective Order** was  
3 served on June 15, 2018 via the Court’s CM/ECF electronic filing system addressed to all parties on the e-  
4 service list.

5  
6 */s/ J. Colby Williams*  
7 An employee of Campbell & Williams

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