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12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 ERNIE ALAAN,  
 15 Plaintiff,  
 16 vs.  
 17 OCWEN LOAN SERVICING, LLC,  
 18 Defendant.

Case No.: 2:18-cv-00967-RFB-PAL

**STIPULATION AND PROTECTIVE ORDER**

19 Plaintiff Ernie Alaam (“Plaintiff”) and Defendant Ocwen Loan Servicing, LLC  
 20 (“Defendant,” and, with Plaintiffs, a “Party” or “Parties”), hereby stipulate and agree, through  
 21 their respective attorneys of record, as follows:

22 1. The following definitions shall apply to this Stipulation and Protective Order  
 23 (“Order”):

24 a. “Documents” shall mean all written, recorded, or graphic material, including  
 25 electronically stored information, whether produced or provided by a Party or third-party  
 26 pursuant to interrogatories, depositions, requests for production of documents, requests for  
 27 admissions, subpoenas, or any other discovery requests or requests for information in connection  
 28 with this case.

b. “Confidential Information” shall mean all Documents or portions thereof that  
 contain information described in Paragraph 2 and that bear a Confidentiality Legend pursuant to

1 paragraphs 3(a)-(d), or that have otherwise been designated in a way that brings the confidential  
2 nature of the document to the attention of a reasonable examiner, thereby signifying that it  
3 contains information believed to be confidential.

4 c. "Copies" shall mean any photocopies, reproductions, duplicates, extracts,  
5 summaries, or descriptions of a Document.

6 d. "Highly Confidential Information" shall mean all Documents or portions thereof  
7 that otherwise meet the definition of Confidential Information and (i) the Producing Party  
8 reasonably and in good faith believes the disclosure of such Documents to another person would  
9 likely result in significant competitive injury or personal harm to the Producing Party, or its  
10 clients or customers; or (ii) the Producing Party believes, in good faith, that the material would  
11 not otherwise be adequately protected under the procedures set forth herein for Confidential  
12 Information.

13 e. "Producing Party" shall mean any Party or its counsel or any other person who  
14 produced the Document(s) at issue.

15 f. "Designating Party" shall mean any Party or its counsel or any third-party who  
16 has designated the Document(s) at issue as confidential pursuant to paragraph 3.

17 g. "Receiving Party" shall mean any Party or its counsel to whom Confidential  
18 Information is furnished.

19 h. "Final Conclusion of this Litigation" shall mean the date thirty days following:

20 (1) the filing of a stipulated dismissal,

21 (2) the entry of a voluntary dismissal, or

22 (3) the entry of a final, non-appealable order disposing of the case.

23 2. Any Document may be designated as confidential if it contains information of any of  
24 the following types, if that information has been kept confidential and has not been disclosed  
25 without reasonable assurances of confidentiality:

26 a. Any information subject to contractual or other duties of confidence;

27 b. Any competitively sensitive, trade secret, or otherwise proprietary information;

28 c. Any "nonpublic personal information" within the meaning of the Gramm-Leach-

1 Bliley Act, 15 U.S.C. § 6802, *et. seq.*;

2 d. Any personal financial information, or information of a personal or intimate  
3 nature regarding any individual; or

4 e. Any other category of information hereinafter given “Confidential” status by the  
5 Court.

6 3. Any Party shall have the right to designate any Documents for protection under this  
7 Order pursuant to the following procedures:

8 a. in the case of Documents in hardcopy form or in a modifiable electronic format,  
9 by affixing the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (the  
10 “Confidentiality Legend”) to each page of the Document, or portion thereof, that is deemed  
11 confidential in such a way so as not to obscure any part of the text or content

12 b. in the case of electronically stored Documents, by affixing the Confidentiality  
13 Legend to the cover letter referring to such electronically stored Documents and, to the extent  
14 practicable, to the device (*i.e.*, disc, hard drive, etc.) on which the Documents are electronically  
15 stored. Whenever any Party to whom electronically stored Documents designated as  
16 Confidential or Highly Confidential are produced reduces such material to hardcopy form, that  
17 Party shall affix the Confidentiality Legend to the hardcopy Documents deemed to contain  
18 Confidential Information as appropriate.

19 c. In answering any interrogatory, discovery request, request for admission, or part  
20 thereof, a Party may designate its answer(s) as Confidential or Highly Confidential by affixing  
21 the Confidentiality Legend to such Document.

22 d. Any Party may obtain confidential treatment for testimony given in this action by  
23 designating, during the course of that testimony for which confidential treatment is desired,  
24 which testimony is claimed to be confidential. The reporter shall indicate on the first page of the  
25 transcript which pages and line numbers of testimony have been designated for confidential  
26 treatment and shall also separately indicate within the transcript where any confidentiality  
27 designation commences, and where the confidentiality designation concludes. Testimony may  
28 also be designated as confidential by written notice to the opposing Party (or for a third party

1 making a designation, to both Parties) within thirty (30) days after receipt of the transcript of  
2 such testimony, setting forth the pages and lines of such transcript which are confidential. In the  
3 event of such designation by written notice, each Party shall attach a copy of such notice to the  
4 face of the transcript and each copy thereof in its possession or control. To facilitate such  
5 designation by written notice, all transcripts shall be afforded confidential treatment in their  
6 entirety for a period of thirty (30) business days after a full and complete transcript is available.

7 e. Subject to subparagraphs 3(f) and (g), below, designation of Documents as  
8 confidential will be made before or at the time of production or disclosure.

9 f. Any Party may designate any Document produced by any Producing Party as  
10 confidential by sending written notice to the opposing Party and Producing Party within thirty  
11 (30) days after receipt of such materials. Such written notice shall set forth by Bates number the  
12 Documents which contain Confidential or Highly Confidential Information. In the event of such  
13 designation, each Party and the Producing Party shall treat such Documents consistent with the  
14 terms of this Stipulation and Protective Order. Nothing in this paragraph shall be construed to  
15 prohibit any Party or Producing Party from challenging any such confidential designation made  
16 by any Party.

17 g. The inadvertent failure to designate a Document or any portion thereof as  
18 confidential in no way alters or waives the protected and confidential nature of the Document or  
19 portion thereof and does not remove it from the scope of this Order. If a Party discovers that it  
20 failed to designate a Document or portion thereof as confidential that Party shall, within ten (10)  
21 business days of such discovery, notify counsel for all other Parties in writing that the Document  
22 or a specified portion thereof is to be designated as confidential under the terms of this Order.

23 h. Interrogatory answers; responses to requests for admission; responses to requests  
24 for production; deposition transcripts and exhibits; and pleadings, motions, affidavits, briefs, or  
25 other papers filed with the Court that quote, summarize, or contain documents entitled to  
26 confidential protection may be accorded status as Confidential Information and shall be filed  
27 under seal pursuant to the procedures set forth in paragraph 13 below if they are in fact  
28 designated confidential.

1           4. All confidentiality designations and requests for confidential treatment shall be made  
2 in good faith. If a Party in good faith disagrees with a confidentiality designation, that Party  
3 shall inform counsel for the Designating Party in writing of said disagreement and shall identify  
4 with particularity the documents that are the subject of the disagreement. Upon the Designating  
5 Party's receipt of written notification, the Parties shall confer in an effort to resolve the dispute  
6 without Court intervention. If, after conferring, the Parties cannot resolve the dispute, the Party  
7 designating the Document(s) as Confidential or Highly Confidential may, within fourteen (14)  
8 days, move the Court for an order confirming the appropriateness of the confidentiality  
9 designation. The Party designating the Document(s) as Confidential or Highly Confidential shall  
10 have the burden of establishing that the Document(s) is entitled to confidential treatment. Each  
11 Document or portion thereof designated as confidential shall retain that designation and shall  
12 remain subject to the terms of this Order until such time, if ever, that the Court renders a decision  
13 that a particular Document or portion thereof is not confidential and subject to this Order and any  
14 and all proceedings or interlocutory appeals challenging such decision have been concluded.

15           5. Counsel for any Party receiving Confidential or Highly Confidential Information shall  
16 use reasonable efforts to limit the disclosure of Confidential or Highly Confidential Information,  
17 including any Copies thereof, to the minimum number of persons necessary to conduct this  
18 litigation. All Copies of Confidential or Highly Confidential Information shall immediately be  
19 affixed with the Confidentiality Legend if the Legend does not already appear on the Copy. All  
20 such Copies shall be afforded the full protection of this Order.

21           6. Except as otherwise provided herein, or with the prior written consent of the  
22 Designating Party or other person originally designating a Document as confidential,  
23 Confidential Information may be disclosed by the Receiving Party only to:

24           a. counsel of record for the Parties in this action, provided that counsel is actively  
25 engaged in the conduct of this lawsuit, and to the partners, associates, secretaries, paralegals,  
26 assistants, and employees of such counsel to the extent reasonably necessary to render  
27 professional services in this lawsuit;

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1           b. the Court and any employees thereof who are involved in this lawsuit (including  
2 court reporters, persons operating video-recording equipment at depositions, and any special  
3 master appointed by the Court);

4           c. any person designated by the Court, in the interest of justice, upon such terms as  
5 the Court may deem proper;

6           d. persons reasonably believed to be the author, recipient or source of Confidential  
7 Information, or officers, directors, employees or consultants (including expert witnesses) of the  
8 Party which designated the Documents as confidential, subject to the conditions set forth in  
9 paragraph 8;

10           e. persons noticed for depositions or designated as trial witnesses or potential trial  
11 witnesses, including a Party's potential witnesses, but only to the extent reasonably necessary in  
12 preparing such witness to testify or in connection with taking their testimony and subject to the  
13 conditions set forth in paragraph 8;

14           f. copying or imaging services or court reporters associated with counsel or retained  
15 by a party in connection with this action;

16           g. outside consultants or experts retained for the purpose of assisting counsel in this  
17 lawsuit, but only to the extent reasonably necessary for the consultant or expert to provide such  
18 assistance and subject to the conditions set forth in paragraph 8; and

19           h. employees or third-party contractors of counsel involved solely in one or more  
20 aspects of organizing, filing, coding, converting, storing, or retrieving data or in designing  
21 programs for handling data connected with this action, including the performance of such duties  
22 in relation to a computerized litigation support system, but only to the extent reasonably  
23 necessary to perform such duties and subject to the conditions set forth in paragraph 8.

24           i. Any other person agreed to in writing by the Parties.

25           7. Except as otherwise provided herein, or with the prior written consent of the  
26 Designating Party or other person originally designating a Document as confidential, Highly  
27 Confidential Information may be disclosed by the Receiving Party only to;

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1 a. counsel of record for the Parties in this action, provided that counsel is actively  
2 engaged in the conduct of this lawsuit, and to the partners, associates, secretaries, paralegals,  
3 assistants, and employees of such counsel to the extent reasonably necessary to render  
4 professional services in this lawsuit;

5 b. the Court and any employees thereof who are involved in this lawsuit (including  
6 court reporters, persons operating video-recording equipment at depositions, and any special  
7 master appointed by the Court);

8 c. any person designated by the Court, in the interest of justice, upon such terms as  
9 the Court may deem proper;

10 d. copying or imaging services or court reporters associated with counsel or retained  
11 by a party in connection with this action;

12 e. outside consultants or experts retained for the purpose of assisting counsel in this  
13 lawsuit, but only to the extent reasonably necessary for the consultant or expert to provide such  
14 assistance and subject to the conditions set forth in paragraph 8; and

15 f. employees or third-party contractors of counsel involved solely in one or more  
16 aspects of organizing, filing, coding, converting, storing, or retrieving data or in designing  
17 programs for handling data connected with this action, including the performance of such duties  
18 in relation to a computerized litigation support system, but only to the extent reasonably  
19 necessary to perform such duties and subject to the conditions set forth in paragraph 8.

20 g. Any other person agreed to in writing by the Parties.

21 8. Before disclosing Confidential or Highly Confidential Information to any person  
22 listed in paragraphs 6(d)-(e), (g)-(h) and 7(e) through (f) above, the Receiving Party shall ensure  
23 that the individual to whom disclosure is to be made has been provided a copy of this Order and  
24 has executed the Confidentiality Agreement attached hereto as Exhibit A (the "Confidentiality  
25 Agreement"). Counsel for each Party shall maintain a file of the signed Confidentiality  
26 Agreements it obtains pursuant to this Paragraph. Counsel for any Party shall be entitled to  
27 request and receive confirmation that signed Confidentiality Agreements have been obtained  
28 pursuant to this paragraph, but such confirmation shall not include a right to inspect the

1 Confidentiality Agreements.

2 9. Persons obtaining access to Confidential or Highly Confidential Information under  
3 this Order shall use the information only for purposes of this litigation (including appeals and  
4 retrials), and shall not use such information for any other purpose, including without limitation  
5 the solicitation of clients, for other business purposes or for any governmental, commercial,  
6 administrative or judicial proceedings.

7 10. If any Party receives a formal or informal request or subpoena for Confidential or  
8 Highly Confidential Information, such that the Party reasonably believes it is under an obligation  
9 to produce such Confidential or Highly Confidential Information to any person, entity, court, or  
10 governmental agency, the Party receiving the request (“Receiver”) shall give written notice, by  
11 hand delivery, email or facsimile transmission within two (2) business days of receipt of such  
12 formal or informal request or subpoena to the Party who has designated such Documents as  
13 confidential. The Receiver shall not produce the Confidential or Highly Confidential  
14 Information until ten days after giving such notice, unless required to do so by the subpoena,  
15 demand or other legal process, in which case, the Receiver shall not produce the Confidential or  
16 Highly Confidential Information until within twenty-four hours of the latest time legally  
17 permissible. Should the person seeking access to the Confidential or Highly Confidential  
18 Information take action against the Receiver or anyone else covered by this order to enforce such  
19 a subpoena, demand or other legal process, the Receiver shall respond by setting forth the  
20 existence of this Order. Nothing herein shall be construed as requiring the Receiver or anyone  
21 else covered by this Order to challenge or appeal any order requiring production of Confidential  
22 Information covered by this Order, or to subject themselves to any penalties for non-compliance  
23 with any legal process or order, or to seek any relief from this Court.

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1           11. Inadvertent production of Documents subject to work-product immunity, the  
2 attorney-client privilege, or other legal privilege protecting information from discovery shall not  
3 constitute a waiver of the immunity or privilege. With respect to such inadvertently produced  
4 Documents, the following procedures shall apply:

5           a. The Producing Party inadvertently producing such Documents shall contact all  
6 other Parties to apprise them of such production within fifteen (15) days of discovery of the  
7 inadvertent production.

8           b. If no dispute exists as to the protected nature of the inadvertently produced  
9 Documents, all Parties in possession of inadvertently produced Documents (“Party in  
10 Possession”) shall, within fifteen (15) days of receiving the notice of inadvertent production,  
11 destroy such inadvertently produced documents and notify the Producing Party that such  
12 destruction has been completed.

13           c. In the event that only portions of the inadvertently produced Documents contain  
14 privileged subject matter, the Producing Party shall substitute redacted versions of the  
15 Documents within ten (10) days of notifying the other Party of the inadvertently produced  
16 documents.

17           d. If the Party in Possession believes that the Documents are not subject to the  
18 protections of work-product immunity, attorney-client privilege, or other legal privilege  
19 protecting information from discovery, the Party in Possession shall, within fifteen (15) days of  
20 sending or receiving the notice of inadvertent production, object to the Producing Party’s claim  
21 of protection by notifying the Producing Party of the objection in writing and specifically  
22 identifying the produced Documents to which the objection applies. Upon the Producing Party’s  
23 receipt of written notification, the Parties shall confer in an effort to resolve the dispute without  
24 Court intervention. If the Parties cannot resolve the dispute, the Party in Possession shall, within  
25 fifteen (15) days of service of its written objection, contact the Court and the Producing Party to  
26 seek an *in camera* review of the Documents in question. If the Court determines that the  
27 inadvertently produced Documents are entitled to work-product immunity, attorney-client  
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1 privilege, or other legal privilege or protection that protects the information from discovery, the  
2 Party in Possession shall comply with the decision of the Court.

3 e. Upon service of notice of inadvertent production pursuant to subparagraph 10(a),  
4 no use shall be made of inadvertently produced Documents during depositions, at trial or in  
5 submissions to the Court (other than submissions with regard to whether any privilege or  
6 immunity applies to such Document(s)), nor shall they be disclosed to anyone (other than  
7 persons identified in subparagraph 6(a)) who did not previously have access to them) until the  
8 Parties have agreed on the handling of such Documents, or the Court has issued an order  
9 concerning the disputed Documents.

10 12. Inadvertent failure to assert work-product immunity, the attorney-client privilege  
11 and/or other legal privilege protecting information from discovery in this lawsuit as to one  
12 Document shall not be deemed to constitute a waiver, in whole or in part, of any work-product  
13 immunity and/or privilege protection as to any other Document, even if the Documents involve  
14 the same or similar subject matter. This Order shall be interpreted to provide the maximum  
15 protection allowed by Federal Rule of Evidence 502.

16 13. Filings or submissions to the Court in the form of affidavits, memoranda, exhibits or  
17 other papers that contain or make reference to Confidential Information, or any information  
18 contained in or derived from such material, shall be under seal in accordance with Local Rule  
19 IA 10-5. A motion to file such documents under seal may be filed simultaneously with any  
20 filing or submission required by this paragraph to be made under seal. If the Court denies any  
21 such motion to file documents under seal, the filing party shall be permitted to file the  
22 documents publicly with the Court.

23 14. Nothing in this Order shall prevent or otherwise restrict counsel from rendering  
24 advice to their clients in this lawsuit and, in the course thereof, relying generally on examination  
25 of Confidential or Highly Confidential Information, provided that, in rendering such advice and  
26 otherwise communicating with a client, counsel shall not make specific disclosure of any  
27 Confidential or Highly Confidential Information except pursuant to the provisions of this Order.  
28 Counsel shall at all times keep secure all notes, abstractions, or other work product derived from

1 or containing Confidential or Highly Confidential Information and shall be obligated to maintain  
2 the confidentiality of such work product, even after the documents designated as confidential  
3 have been destroyed pursuant to paragraph 15.

4 15. This Order shall remain in full force and effect in perpetuity unless modified,  
5 superseded, or terminated by written consent of the Parties or by order of the Court. ~~Each person  
6 subject to this Order shall continue to be subject to the jurisdiction of the United States District  
7 Court for the District of Nevada for the purpose of enforcement of the terms of this Order for as  
8 long as the Order remains in effect. The Court shall not be divested of the power to enforce the  
9 terms of this Order as to any persons subject to the Order by the final conclusion of this litigation  
10 or by the filing of a notice of appeal or other pleading that arguably has the effect of divesting  
11 this Court of jurisdiction of this matter.~~

12 16. Within sixty (60) business days after the Final Conclusion of this Litigation, all  
13 Confidential Information, and all Copies thereof, shall be destroyed by the Receiving Party and  
14 the Receiving Party shall confirm said destruction in writing to the Producing Party.  
15 Notwithstanding the above, counsel for all parties may maintain for its files copies of each  
16 pleading and litigation document filed with the Court, and each written discovery request and  
17 response thereto. This Order shall continue to be binding after the conclusion of this action. The  
18 provisions of this Paragraph are not applicable to any Confidential or Highly Confidential  
19 Information that became part of the publicly available Court record in this proceeding. A  
20 Receiving Party must upon request by a Producing Party provide a certification stating that the  
21 Receiving Party has complied with its obligations under this paragraph.

22 17. Within sixty (60) business days after the Final Conclusion of this Litigation, a  
23 Receiving Party shall make a reasonable effort to retrieve Confidential or Highly Confidential  
24 Information from any non-party to whom such information has been given, and shall promptly  
25 destroy such Confidential or Highly Confidential Information in the manner set forth in  
26 paragraph 15. Failure of a Receiving Party to retrieve Confidential or Highly Confidential  
27 Information pursuant to this paragraph shall not be considered a violation of this Order by the  
28 Receiving Party.

Modified by  
the court.

1 18. Nothing in this Order shall prevent any Party or other person from seeking  
2 modification of this Order or from objecting to discovery that it believes to be otherwise  
3 improper. The Parties shall be given notice and an opportunity to be heard before the Court in  
4 any way modifies this Order or enters any other decision affecting the substance or effect of this  
5 Order.

6 19. Any Party may expressly waive in writing the applicability of any provision of this  
7 Order to any Document or portion thereof that the Party produces. Such waiver shall apply only  
8 to the Document or portion thereof to which the applicability of the specified provision of this  
9 Order is expressly waived.

10 ~~20. Any material violation of this Order by any Party or person to whom Confidential~~  
11 ~~Information is disclosed pursuant to the terms of this Order shall be subject to review by the~~  
12 ~~Court and the offending party or person shall be subject to such penalties or remedies as the~~  
13 ~~Court may order.~~

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Modified by  
the court.

1 21. Notwithstanding any of the above, this Order is not meant to, and does not affect or  
2 supersede any obligation or existing right between the Parties with regard to access to, the  
3 production of, or retention of any Documents.

4  
5 DATED this 28<sup>th</sup> day of August, 2018.  
6 WRIGHT, FINLAY & ZAK, LLP

DATED this 28<sup>th</sup> day of August, 2018.  
KAZEROUNI LAW GROUP, APC

7 /s/ Ramir M. Hernandez

/s/ Michael Kind

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*Attorney for Plaintiff, Ernie Alaan*

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18 IT IS SO ORDERED:

  
UNITED STATES MAGISTRATE JUDGE

DATED: August 30, 2018

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2 Ace C. Van Patten, Esq.  
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12 **UNITED STATES DISTRICT COURT**  
13 **DISTRICT OF NEVADA**

14 ERNIE ALAAN,  
15 Plaintiff,  
16 vs.  
17 OCWEN LOAN SERVICING, LLC,  
18 Defendant.

Case No.: 2:18-cv-00967-RFB-PAL

**CONFIDENTIALITY AGREEMENT**

19 I, \_\_\_\_\_, do hereby acknowledge that I have received a copy of the  
20 STIPULATION AND PROTECTIVE ORDER (“Order”) that was entered in the above-  
21 referenced case, with respect to the manner in which Confidential or Highly Confidential  
22 Information disclosed or made available in the course of the above-referenced proceeding is to  
23 be treated by me.

24 I state that: (1) I understand that my execution of this Confidentiality Agreement is a  
25 prerequisite to my review of any Documents designated as confidential pursuant to the Order; (2)  
26 I have read and understand the Order and I hereby agree to abide by the Order; (3) I understand  
27 that my obligation to honor the terms of the Order will continue even after the Final Conclusion  
28 of this Litigation; (4) I will not disclose to others, except in accordance with the Order, any  
Documents designated as confidential, and I will use such documents as are disclosed to me only  
in connection with the prosecution or defense of the above-referenced proceeding; (5) upon the

1 final conclusion of the above-referenced proceeding, I will destroy all Documents designated as  
2 confidential; and (6) I irrevocably consent to personal jurisdiction in the United States District  
3 Court for the District of Nevada in the event that any Party or other person seeks to enforce any  
4 claim that I have failed to abide by the terms of the Order.

5 \_\_\_\_\_

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8 SUBSCRIBED and SWORN to before me

9 this day of \_\_\_\_\_, 20\_\_.

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12 Notary Public

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