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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

INJURYLOANS.COM, LLC, a Nevada entity;
ADAM STOKES, an individual,

Plaintiffs,

vs.

SERGIO BUENROSTRO, an individual;
SANDRA MARTINEZ, an individual;
CITIGROUP, INC. (dba "Citibank"), an entity;
S&S MARKETING CONSULTING, LLC, a
Nevada limited liability company

Defendants.

Case No.: 2:18-cv-01926-GMN-VCF

**STIPULATED CONFIDENTIALITY
AGREEMENT AND [PROPOSED]
PROTECTIVE ORDER**

1 The parties enter into this Stipulated Confidentiality Agreement and Protective Order
2 pursuant to Fed. R. Civ. P. 26(c) and 29. Plaintiffs and Defendants are collectively referred to as
3 the “Parties” in this Stipulation and individually as “Party.”

4 The Parties agree that good cause exists to protect the confidential nature of the
5 information contained in documents, interrogatory responses, responses to requests for
6 admission, and/or deposition testimony. This action concerns allegations of fraud, conversion
7 and related causes of action. The Parties may request and/or exchange documents and
8 information that is confidential to the Parties or third parties and thus have agreed and stipulated
9 to the entry of this Order for the protection of business records, information, financial records,
10 trade secrets, confidential records, medical documents, commercial information, and related
11 information produced or otherwise disclosed by the Parties in this action.
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14 Whereas, the Parties desire to produce certain documents or other materials that contain
15 proprietary and/or confidential information; it is hereby stipulated and agreed, by and between
16 the Parties hereto, through their respective counsel of record, that:

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18 1. **Applicability of this Protective Order:** Subject to Section 2 below, this
19 Protective Order will govern any trial proceedings and discovery and govern the handling of
20 documents, depositions, deposition exhibits, interrogatory responses, responses to requests for
21 admission, responses to requests for production of documents, and all other discovery obtained
22 pursuant to Federal Rules of Civil Procedure or other legal process by or from, or produced on
23 behalf of, a party or witness in connection with this action (this information hereinafter shall be
24 referred to as “Discovery Material”). As used herein, “Producing Party” or “Disclosing Party”
25 shall refer to the parties and nonparties that give testimony or produce documents or other
26 information in connection with this action; “Receiving Party” shall refer to the parties in this
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1 action that receive such information, and “Authorized Recipient” shall refer to any person or
2 entity authorized by Sections 8 and 9 of this Protective Order to obtain access to Confidential
3 Information, or the contents of such Discovery Material.

4
5 2. **No Waiver.** This Protective Order is entered solely for the purpose of facilitating
6 the exchange of documents and information among the parties to this action without involving
7 the Court unnecessarily in the process. Nothing in this Protective Order, nor the production of
8 any information or document under the terms of this Protective Order, nor any proceedings
9 pursuant to this Protective Order shall be deemed to be a waiver of any rights or objections to
10 challenge the authenticity or admissibility of any document, testimony or other evidence at trial.
11 Additionally, this Protective Order will not prejudice the right of any party or nonparty to oppose
12 production of any information on the ground of attorney-client privilege, work product doctrine,
13 or any other privilege or protection provided under the law.

14 3. **Designation of Information:** Any Producing Party may designate Discovery
15 Material that is in its possession, custody, or control produced to a Receiving Party as
16 “Confidential” under the terms of this Protective Order if the Producing Party in good faith
17 reasonably believes that such Discovery Material contains nonpublic, confidential information as
18 defined in Sections 4 and 5 below. A Party may also request that information obtained by
19 subpoena by another party be deemed “Confidential”.

20 4. **Confidential Information.** For the purposes of this Order, “Confidential
21 Information” shall mean all information or material which is or has been produced or disclosed
22 to a Receiving Party during the course of this litigation, whether embodied in physical objects,
23 documents, or the factual knowledge of persons, which has been designated in writing as
24 “Confidential” by the Disclosing Party. “Confidential Information” means any information that
25 constitutes, reflects, or discloses nonpublic information, know-how, or other financial,
26 proprietary, commercially sensitive, confidential business, marketing, regulatory, or strategic
27 information. Confidential Information shall also include sensitive personal information that is not
28 otherwise publicly available. Any Producing Party that produces information during discovery in

1 this action and has a good faith and reasonable basis for claiming that such information
2 constitutes confidential and/or proprietary information may designate such information as
3 “Confidential.”

4 **5. Designating Confidential Information.** Confidential documents shall be so
5 designated by a party in the legend as “CONFIDENTIAL,” and/or stamping “CONFIDENTIAL”
6 on the cover of any multi-page document shall designate all pages of the document as
7 confidential, unless otherwise indicated by the Producing Party. If Confidential Information is
8 produced via an electronic form on a computer readable medium, other digital storage medium,
9 or via Internet transmission, the Producing Party or Designating Party shall affix in a prominent
10 place on the storage medium or container file on which the information is stored, and on any
11 container(s) for such medium, the legend “Includes CONFIDENTIAL INFORMATION.”
12 Nothing in this section shall extend confidentiality or the protections associated therewith to any
13 information that does not otherwise constitute “Confidential Information” as defined.
14 Notwithstanding anything else in this Order, the Parties may stipulate to, and/or any Party may
15 move the Court for, confidentiality protections in addition to those provided in this Order.

16 **6. Inadvertent Failure to Designate.** A Party’s inadvertent or unintentional failure
17 to designate information as Confidential shall not be deemed, by itself, to be a waiver of the right
18 to so designate such discovery materials as Confidential Information. Within a reasonable time
19 of learning of any such inadvertent failure, the Producing Party shall notify all Receiving Parties
20 of such inadvertent failure and take such other steps as necessary to correct such failure after
21 becoming aware of it. Disclosure of such discovery materials to any other person prior to later
22 designation of the discovery materials in accordance with this section shall not violate the terms
23 of this Protective Order. However, immediately upon being notified of an inadvertent failure to
24 designate, all parties shall treat such information as though properly designated, and shall take
25 any actions necessary to prevent any future unauthorized disclosure, use, or possession, as well
26 as reasonable remedial actions to retrieve any information that may have been disclosed to an
27 unauthorized person, including following the procedure in section 14 below.

1 7. **Persons Authorized to Receive Confidential Information.** Confidential
2 Information produced pursuant to this Protective Order may be disclosed or made available only
3 to the Court, its employees, other court personnel, any discovery referee, mediator or other
4 official who may be appointed by the Court, and to the persons below:

5 8.

- 6 a. A parties' attorney(s), but not directly to their client(s), except to the
7 extent the parties agree to disclose to a particular attorney's client by
8 separate agreement;
- 9 b. Consultants or expert witnesses (together with their support staff) retained
10 for the prosecution or defense of this litigation, provided that such an
11 expert or consultant is not a current employee of a direct competitor of a
12 party named in this action;
- 13 c. Court reporter(s) and videographers(s) employed in this action;
- 14 d. Any authors or recipients of the Confidential Information, who are named
15 within the document itself or are otherwise stipulated to have been authors
16 or recipients;
- 17 e. Any other person as to whom the parties in writing agree or that the Court
18 in these proceedings so designates.

19 Any person to whom Confidential Information is disclosed pursuant to subparts (a)
20 through (e) hereinabove shall be advised that the Confidential Information is being disclosed
21 pursuant to an order of the Court, that the information may not be disclosed by such person to
22 any person not permitted to have access to the Confidential Information pursuant to this
23 Protective Order, and that any violation of this Protective Order may result in the imposition of
24 such sanctions as the Court deems proper. In the event of the filing of such a motion,
25 Confidential Information may not be disclosed to such person until the Court resolves the issue.
26 Proof of each written agreement provided for under this Section shall be maintained by each of
27 the parties while this action is pending and disclosed to the other parties upon request or upon
28 order of the Court.

1 9. **Use of Confidential Information.** Except as provided herein, Confidential
2 Information designated or marked shall be maintained in confidence, used solely for the purposes
3 of this action, to the extent not otherwise prohibited by an order of the Court, shall be disclosed
4 to no one except those persons identified herein in Sections 8 and 9, and shall be handled in such
5 manner until such designation is removed by the Designating Party or by order of the Court.
6 Confidential information produced by another party shall not be used by any Receiving Party for
7 any commercial, competitive, or personal purpose. Nothing in this Protective Order shall govern
8 or restrict a Producing Party's use of its own Confidential Information in any way.

9 10. **Use of Confidential Information in Depositions.** Counsel for any party shall
10 have the right to disclose Confidential Information at depositions, provided that such disclosure
11 is consistent with this Protective Order. However, unless agreed in writing by the parties, no
12 documents deemed CONFIDENTIAL should be attached to any transcript, but should be
13 identified by bates number.

14 11. **Filing of Confidential Information with Court.** Any party seeking to file or
15 disclose materials designated as Confidential Information with the Court in this Action must file
16 in accordance with LR IA 10-5. The Designating Party will have the burden to provide the Court
17 with any information necessary to support the designation as Confidential Information. Nothing
18 in this section shall preclude a party from challenging a designation in accordance with Section
19 16 below.

20 12. **Knowledge of Unauthorized Use or Possession.** If a party receiving
21 Confidential Information learns of any possession, knowledge, use, or disclosure of any
22 Confidential Information in violation of the terms of this Protective Order, the Receiving Party
23 shall immediately notify in writing the party that produced the Confidential Information. The
24 Receiving Party shall promptly furnish the Producing Party the full details of such possession,
25 knowledge, use, or disclosure. With respect to such unauthorized possession, knowledge, use, or
26 disclosure the Receiving Party shall assist the Producing Party in remedying the disclosure (*e.g.*,
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1 by retrieving the Confidential Information from an unauthorized recipient) and/or preventing its
2 recurrence.

3 13. **Challenges to Designations.** If, at any time, counsel for the Receiving Party
4 believes that the Producing Party has unreasonably designated certain information as
5 Confidential Information, the Receiving Party may object in writing to the designation within
6 thirty (30) days of the disclosure and designation of Confidential Information at issue. If the
7 Parties are unable to confer and agree on the designation, then the Receiving Party may timely
8 file a motion with the Court asserting its challenge to the designation. The Party claiming
9 Confidential Information shall have the burden of establishing confidentiality. Any contested
10 information shall continue to be treated as confidential and subject to this Protective Order until
11 such time as such motion has been ruled upon.

12 14. **Reservation of Rights.** This Order shall be without prejudice to the rights of the
13 Parties to present a motion to the Court under applicable Federal Rules of Civil Procedure for a
14 separate protective order as to any particular document or information, including restrictions
15 differing from those as specified herein. This Order shall not be deemed to prejudice the Parties
16 in any way in any future application for modification of this Order. Such motion, however, shall
17 only be made after the Parties have engaged in a good faith effort to resolve the issue prior to any
18 application to the Court. Nothing in this Stipulation shall restrict the use or disclosure by a Party
19 of information that it alone has designated as Confidential. In addition, this Stipulation shall not
20 limit or circumscribe in any manner any rights the Parties (or their respective counsel) may have
21 under common law or pursuant to any state, federal, or foreign statute or regulation, and/or
22 ethical rule.

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24 **Order Survives Termination.** This Protective Order shall survive the termination of this
25 action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
26 information disclosed hereunder. Upon final termination of this action, including all appeals, and
27 upon request by the Producing Party, the Receiving Party shall, at its option, either return to the
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1 Producing Party or destroy all physical objects and documents which embody Confidential
2 Information and which were received from the Producing Party, and shall destroy, in whatever
3 form stored or reproduced, all other physical objects and documents produced by the Producing
4 Party to the Receiving Party during the litigation. However, counsel for a Party shall be entitled
5 to retain a copy of such Confidential Information, including, but not limited to, pleadings,
6 correspondence, memoranda, notes, and other work product materials which contain or refer to
7 such information, provided that all Confidential Information embodied in physical objects and
8 document shall remain subject to this Order.
9

10 Dated: May 6, 2020

Dated: May 6, 2020

11 ANDERSEN & BROYLES, LLP

HOGAN HULET PLLC

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16 Dated: May 6, 2020

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ORDER

23 IT IS SO ORDERED.

24 DATED: 5-13-2020

27 Cam Ferenbach
United States Magistrate Judge