

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach Coffing**

Craig R. Anderson, Esq.  
Nevada Bar No. 6882  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
[canderson@maclaw.com](mailto:canderson@maclaw.com)

Attorneys for Defendants LVMPD, Lt. Jolley, Det. Bunker, Det. Leonard, Ofc. Branon, Ofc. Radcliff, and Horn

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

THE ESTATE OF PAUL LEWIS BROWNING;  
EX REL, BETTIE BROWNING,  
ADMINISTRATOR OF THE ESTATE OF  
PAUL LEWIS BROWNING,

Case No.: 2:20-cv-01381-KJD-VCF

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT, LT. GREG JOLLEY; LT.  
JOHN CONNER; SGT. F. JERGOVIC; SGT. C.  
ALBERT; DETECTIVE SGT. MICHAEL  
BUNKER, #653; DETECTIVE SGT. T.  
ROSEN; DETECTIVE ROBERT LEONARD,  
P#471; DETECTIVE H. OREN; DETECTIVE  
BERT LEVOS, #144; DETECTIVE THORTON;  
OFFICER GREGORY BRANON, P#2187;  
OFFICER GARY CALDWELL, P#2301;  
OFFICER DAVID RADCLIFF, P#2191;  
OFFICER R. ROBERTSON, P#120; and  
IDENTIFICATION SPECIALIST DAVID R.  
HORN, #C1928,

Defendants.

**PROTECTIVE ORDER**

Plaintiffs seeks to obtain, inspect and copy documents and/or things which the Las Vegas Metropolitan Police Department ("LVMPD") contends contains private and sensitive information, confidential information of LVMPD, its officers and employees, its internal investigative and administrative actions, and other confidential information. Pursuant to an agreement by the Parties, the Court hereby enters the following Order for Protection ("Protective Order"):

**TERMS OF PROTECTIVE ORDER**

**I. DEFINITIONS**

The following definitions apply to the Protective Order:

1. Party. Any party to this action, including all of its officers, directors, employees, consultants, Experts, and Outside Counsel. Party, as used in this Protective Order, shall also refer to the Las Vegas Metropolitan Police Department, and its officers, agents and employees.

2. Disclosure or Discovery Material. All items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

3. “Confidential” Information or Items. Information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under the law enforcement investigative and/or official information privileges, or that contain Criminal History Information, personal information regarding individuals including Social Security Numbers, dates of birth and information which a person would have a reasonable expectation of privacy. Confidential information shall also include information concerning, regarding, or as a result of covert or undercover law enforcement investigation(s) technique(s), method(s) or source(s), including the identity of any confidential informant, undercover officer information, or information referring to any undercover or active criminal investigations. Further, Confidential information shall also include any information protected from disclosure under Donrey v. Bradshaw, 106 Nev. 630 (1990) or an official or executive information privilege. Confidential information shall also include employee information, and employee medical information.

4. Receiving Party. A Party that receives Disclosure or Discovery Material or Confidential Information from a Producing Party.

5. Producing Party. A Party or third-party that produces Disclosure or Discovery Material or Confidential Information in this action.

6. Designating Party. A Party or third-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential.”

1           7.     Protected Material. Any Disclosure or Discovery Material or Confidential  
2 Information that is designated as “Confidential.”

3           8.     Outside Counsel. Attorneys who are not employees of a Party but who are  
4 retained to represent or advise a Party in this action.

5           9.     House Counsel. Attorneys who are employees of a Party.

6           10.    Counsel (without qualifier). Outside Counsel and House Counsel (as well as their  
7 support staffs).

8           11.    Expert. A person with specialized knowledge or experience in a matter pertinent  
9 to the litigation retained by a Party or its Counsel to serve as an expert witness or as a consultant  
10 in this action. This definition includes, but is not limited to, a professional jury or trial consultant  
11 retained in connection with this litigation.

12           12.    Professional Vendor. Person or entity that provides litigation support services  
13 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing,  
14 storing, retrieving data in any form or medium; etc.) and its employees and subcontractors.

15           13.    The use of the singular form of any word includes the plural, and vice versa.

16 **II.    SCOPE**

17           The protection conferred by this Protective Order covers not only Protected Material, but  
18 also any information copied or extracted therefrom, as well as all copies excerpts, summaries, or  
19 compilations thereof, testimony, conversations, or presentations by parties or counsel to or in  
20 court or in other settings that might reveal Protected Material.

21 **III.   DURATION**

22           Even after the termination of this action, the confidentiality obligations imposed by this  
23 Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
24 court order otherwise directs.

25 **IV.    DESIGNATING PROTECTED MATERIAL**

26           1.     Manner and Timing of Designations. Except as otherwise provided herein, or as  
27 otherwise ordered, material that qualifies for protection under this Order must be clearly

1 designated before it is disclosed or produced. Designations in conformity with this Order  
2 require:

3 a. For information in documentary form. That the Producing Party  
4 shall affix the legend “Confidential” on each page that contains Protected Material. If only a  
5 portion or portions of the material on a page qualifies for protection, the Producing Party also  
6 must clearly identify the protected portion(s) (*e.g.*, by making appropriate makings in the  
7 margins or redacting protected portions). A Producing Party that makes original documents or  
8 materials available for inspection need not designate them for protection until after the inspecting  
9 Party has indicated which material it would like copied and produced. During the inspection and  
10 before the designation, all of the material made available for inspection shall be deemed  
11 “Confidential.” After the inspecting Party has identified the documents it wants copied and  
12 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
13 protection under this Order, and, before producing the specified documents, the Producing Party  
14 must affix the appropriate legend on each page that contains Protected Material. If only a  
15 portion or portions of the material on a page qualifies for protection, the Producing Party also  
16 must clearly identify the protected portion(s) (*e.g.*, by making appropriated markings in the  
17 margins or by redacting protected portions).

18 b. For testimony given in deposition or in other pretrial or trial  
19 proceedings. That before the close of the deposition, hearing, or other proceeding, the Party or  
20 non-party offering or sponsoring the testimony shall identify on the record all protected  
21 testimony and further specify any portions of the testimony that qualify as “Confidential.” When  
22 it is impractical to identify separately each portion of testimony that is entitled to protection, the  
23 Party or non-party that sponsors, offers, or gives the testimony may invoke on the record (before  
24 the deposition or proceeding is concluded) a right to have up to thirty (30) days to identify the  
25 specific portions or the testimony as to which protection is sought. Only those portions of the  
26 testimony that are appropriately designated for protection under the standards set forth herein  
27 within the thirty (30) days shall be covered by the provisions of this Protective Order. Upon

1 request of a Designating Party, transcript pages containing Protected Material must be separately  
2 bound by the court reporter, who must affix to the top of each such page the legend  
3 “Confidential” as instructed by the Party or non-party offering or sponsoring the witness or  
4 presenting the testimony.

5 c. For information produced in some form other than documentary,  
6 and for any other tangible items. That the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information or item is stored the legend  
8 “Confidential.” If only portions of the information or item warrant protection, the Producing  
9 Party, to the extent practicable, shall identify the protected portions.

10 2. Inadvertent Failure to Designate. Inadvertent failure to identify documents or  
11 things as “Confidential” pursuant to this Protective Order shall not constitute a waiver of any  
12 otherwise valid claim for protection, provided that the provisions of this paragraph are satisfied.  
13 If the Designating Party discovers that information should have been but was not designated  
14 “Confidential” or if the Designating Party receives notice that would enable the Designating  
15 Party to learn that it has disclosed such information, the Designating Party must immediately  
16 notify all other parties. In such event, within thirty (30) days of notifying all other Parties, the  
17 Designating Party must also provide copies of the “Confidential” information designated in  
18 accordance with this Protective Order. After receipt of such re-designated information, the  
19 “Confidential” information shall be treated as required by this Protective Order, and the  
20 Receiving Party shall promptly, but in no event more than fourteen (14) calendar days from the  
21 receipt of the re-designated information, return to the Designating Party all previously produced  
22 copies of the same unlegended documents or things. The Designating Party and the Parties may  
23 agree to alternative means. The Receiving Party shall receive no liability, under this Protective  
24 Order or otherwise, for any disclosure of information contained in unlegended documents or  
25 things occurring before the Receiving Party was placed on notice of the Designating Party’s  
26 claims of confidentiality.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

V. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1. Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's confidentiality designation must do so in good faith and must begin the process by conferring with counsel for the Designating Party. The challenging Party must give the Designating Party an opportunity of not less than ten (10) calendar days to review the designated material, to reconsider the circumstances, and, if no change in the designations is offered, to explain in writing the basis for the confidentiality designation.

2. Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Until the Court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

VI. ACCESS TO AND USE OF PROTECTED MATERIAL

1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a third-party in connection with this case solely for the limited purposes of prosecuting, defending, attempting to settle, or settling this action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in the Protective Order. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order.

2. Disclosure of "Confidential" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated Confidential only to:

1 a. The Parties to this action and the Receiving Party’s Outside  
2 Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably  
3 necessary to disclose the information for this litigation. Counsel of Record shall be responsible  
4 for advising all of their staff of the existence of, and their confidentiality obligations under, the  
5 Protective Order, and shall be responsible for any non-compliance with the Protective Order by  
6 members of their staff that have not signed an agreement to be bound by the Protective Order;

7 b. The officers, directors, and employees of the Receiving Party to  
8 whom disclosure is reasonably necessary for this litigation and who have signed or have agreed  
9 under oath and on the record to be bound by the “Agreement to Be Bound by Protective Order”  
10 (Exhibit A);

11 c. Experts of the Receiving Party to whom disclosure is reasonably  
12 necessary for this litigation and who have signed or have agreed under oath and on the record to  
13 be bound by the “Agreement to Be Bound by Protective Order” (Exhibit A);

14 d. The Court and its personnel;

15 e. Court reporters, their staffs, and Professional Vendors to whom  
16 disclosure is reasonably necessary for this litigation;

17 f. During their depositions or at trial, witnesses in the action to whom  
18 disclosure is reasonably necessary. Witnesses will not be permitted to retain copies of Protected  
19 Material unless they have signed or agreed under oath and on the record to be bound by the  
20 “Agreement to Be Bound by Protective Order” (Exhibit A). Upon request of a Designating  
21 Party, pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
22 Material must be separately bound by the court reporter and may not be disclosed to anyone  
23 except as permitted under this Protective Order; and

24 g. The author of the document or the original source of the  
25 information and recipients or addressees in the normal course of business.  
26  
27  
28

1 Notwithstanding the preceding of this paragraph VI(2), a Party that has produced its, his  
2 or her own Protected Material may disclose such Protected Material to any persons, with or  
3 without any conditions placed upon such disclosure, as the Party deems appropriate.

4 3. Trial and Dispositive Motion Disclosure: For the purpose of trial and/or  
5 dispositive motions, the parties acknowledge that a “strong presumption in favor of access”  
6 exists. A party seeking to seal a judicial record at trial and/or the dispositive motions stage bears  
7 the burden of establishing “compelling reasons” by “articulating compelling reasons supported  
8 by specific factual findings,” that outweigh the public policies favoring disclosure.<sup>1</sup>

9 4. Disclosure of Possession of Confidential Information. All persons described in  
10 paragraph VI above shall not under any circumstances sell, offer for sale, advertise, or publicize  
11 either the Confidential Information or the fact that such persons have obtained Confidential  
12 Information.

13 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
14 **OTHER LITIGATION**

15 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
16 would compel disclosure of any information or items designated in this action as “Confidential”  
17 the Receiving Party must so notify the Designating Party, in writing (by fax or email if possible)  
18 immediately and in no event more than seven (7) calendar days after receiving the subpoena or  
19 order. Such notification must include a copy of the subpoena or court order. The Receiving  
20 Party also must within ten (10) calendar days inform in writing the party who caused the  
21 subpoena or order to issue in the other litigation that some or all the material covered by the  
22 subpoena or order is the subject of this Protective Order and deliver to such party a copy of this  
23 Protective Order. The Designating Party shall bear the burdens and the expenses of seeking  
24 protection in that court of its Confidential material – and nothing in these provisions should be  
25 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
26 directive from another court. Once notice is given, and five business days have elapsed, the

27 <sup>1</sup> See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-79 (9<sup>th</sup> Cir. 2006).



1 receiving party shall have no further liability for disclosure pursuant to a subpoena or its  
2 equivalent.

3 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
5 Material to any person or in any circumstance not authorized under this Protective Order, the  
6 Receiving Party must immediately and within not more than seven (7) calendar days: (a) notify  
7 in writing (using best efforts to use email or fax) the Designating Party of the unauthorized  
8 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the  
9 person or persons to whom unauthorized disclosures were made of all the terms of the Protective  
10 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement  
11 to Be Bound” (Exhibit A). The Receiving Party shall promptly notify the Designating Party of  
12 the results of its efforts with regards to (b), (c), and (d) herein. After a good faith meet and  
13 confer effort to resolve and remaining disputes concerning compliance with this paragraph, and  
14 Party, Receiving Party or Designating Party may seek relief from this Court for non-compliance  
15 with this provision. Said relief may include, but is not limited to, preclusion of the Receiving  
16 Party’s use in this litigation of the Protected Material that was disclosed contrary to this  
17 Protective Order, or any other sanction deemed appropriate by the Court.

18 **IX. PUBLICLY AVAILABLE OR PREVIOUSLY POSSESSED INFORMATION**

19 The restrictions in the preceding paragraphs regarding disclosure or Protected Material do  
20 not and shall not apply to information or material that: was, is, or becomes public knowledge in a  
21 manner other than by violation of the Protective Order, is acquired by the non-designating party  
22 from a third-party having the right to disclose such information or material; or was lawfully  
23 possessed by the non-designating party before the date of this Protective Order. The Designating  
24 Party shall act in good faith to notify the Receiving Party of any change in circumstances that  
25 renders Confidential Information or Items no longer Confidential within a reasonable time period  
26 after the change becomes known to the Designating Party.  
27

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**X. FILING PROTECTED MATERIAL**

With respect to non-dispositive motions and pleadings, Protected Material or information derived therefrom is included with, or the contents of such a document are disclosed in, any documents filed with the Clerk or this Court or any other court, the filing Party shall first attempt to make redactions to the document such that no Protected Material is disclosed. If that is impractical or agreement about the redactions cannot be made, the filing Party shall file said document under seal and in accordance with Local Rule 10-5(b). Unless otherwise agreed by the Parties to permit service by some other means such as by email or facsimile, copies of any pleading, brief or other document containing Protected Material that is served on opposing counsel shall be delivered in a sealed envelope stamped:

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

and shall be treated in accordance with the provisions of this Protective Order. Subject to the Court's convenience and needs, all material files in this fashion will be kept under seal by the Clerk until further order from the Court.

**XI. FINAL DISPOSITION**

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) calendar days of a written request, after the final termination of this action, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. With permission in writing from the Designating Party, the Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the thirty (30) calendar day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision,

1 Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal  
2 memoranda, correspondence or attorney work product, even if such materials contain Protected  
3 Material. Any such archival copies that contain or constitute Protected Material remain subject  
4 to this Protective Order as set forth herein. In the event of an appeal, “Final Disposition” shall  
5 not occur until the conclusion of all appeals.

6 **XII. ADDITIONAL PROVISIONS**

7 1. Modification. The Parties may modify this Protective Order by written  
8 agreement, subject to approval by the Court. The Court may modify this Protective Order.

9 2. Right to Assert Other Objections. This Protective Order does not affect or waive  
10 any right that any Party otherwise would have to object to disclosing or producing any  
11 information or item on any ground not addressed in this Protective Order. Similarly, this  
12 Protective Order does not affect or waive any Party’s right to object on any ground to use in  
13 evidence any of the material covered by this Protective Order.

14 3. Privileges Not Waived. This Protective Order does not affect or waive any  
15 applicable privilege or work product protection, or affect the ability of a Producing Party to seek  
16 relief for an inadvertent disclosure of material protected by privilege or work product protection.

17 4. Third Party Protections. Any witness or other person, firm, or entity from which  
18 discovery is sought may be informed of and may obtain the protection of this Protective Order by  
19 written notice to the Parties’ respective counsel or by oral notice at the time of any deposition or  
20 similar proceeding.

21 5. Obligations to Third Parties. Nothing herein shall operate to relieve any Party or  
22 non-party from any pre-existing confidentiality obligations currently owed by any Party or non-  
23 party to any other Party or non-party.

24 6. Retention of Completed “Acknowledgment and Agreement to Be Bound” Forms  
25 (Exhibit A). Completed “Acknowledgement and Agreement to Be Bound” Forms (Exhibit A)  
26 (“form”) shall be maintained by the Party that obtained the completed form pursuant to this  
27 Protective Order. The Party retaining the completed form shall produce the form to resolve any  
28

1 good faith challenge by a Party or Designating Party or dispute concerning whether a person who  
2 is obligated under this Protective Order to complete the form did so properly and complied with  
3 the representations in the form and this Protective Order. If the parties are unable to resolve any  
4 such disputes or challenges through a good faith meet and confer process, the challenging Party  
5 or Designating Party may seek appropriate relief from this Court.

6 IT IS SO STIPULATED this 28th day of September, 2021.

7  
8 MARQUIS AURBACH COFFING

LOEVY & LOEVY

9 By: s/Craig R. Anderson  
10 Craig R. Anderson, Esq.  
11 Nevada Bar No. 6882  
12 10001 Park Run Drive  
13 Las Vegas, Nevada 89145  
14 Attorneys for Defendants

By: s/David B. Owens  
David B. Owens, Esq.  
100 King Street, #100  
Seattle, Washington 98104  
Attorney for Plaintiffs  
\*Admitting pro hac vice

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

IT IS SO ORDERED THIS 29th day of September, 2021.

  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1 I, \_\_\_\_\_, have read in its entirety and understand the Protective Order that was  
 2 issued by the United States District Court, for the District of Nevada on \_\_\_\_\_, 2019,  
 3 in the case of *The Estate of Paul Lewis Browning, et al. v. LVMPD, et al.*, Case No. 2:20-cv-  
 4 01381-KJD-VCF. I agree to comply with and to be bound by all terms of this Protective Order  
 5 and I understand and acknowledge that failure to so comply could expose me to sanctions and  
 6 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 7 any information or item that is subject to this Protective Order that any person entity except in  
 8 strict compliance with the provisions of this Order. Further, I solemnly promise that I will not  
 9 offer to sell, advertise or publicize that I have obtained any Protected Material subject to this  
 10 Protective Order.

11 At the conclusion of this matter, I will return all Protected Material which came into my  
 12 possession to counsel for the party from whom I received the Protected Material, or I will  
 13 destroy those materials. I understand that any Confidential Information contained within any  
 14 summaries of Protected Material shall remain protected pursuant to the terms of this Order.

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

18 I certify under the penalty of perjury that the foregoing is true and correct.

19 Date: \_\_\_\_\_

20 City and State where signed: \_\_\_\_\_

21 Printed name: \_\_\_\_\_

22 Address: \_\_\_\_\_

23 Signature: \_\_\_\_\_