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 Attorneys for Defendant TRUMP RUFFIN
 8 TOWER I, LLC, erroneously sued herein as
 TRUMP RUFFIN COMMERCIAL, LLC, d/b/a
 9 TRUMP INTERNATIONAL LAS VEGAS and
 TRUMP INTERNATIONAL HOTEL &
 10 TOWER LAS VEGAS; and TRUMP
 INTERNATIONAL HOTELS MANAGEMENT,
 11 LLC

12 UNITED STATES DISTRICT COURT
 13 DISTRICT OF NEVADA, SOUTHERN DIVISION

15 SEBASTIAN SYMEONIDES, an
 Individual,

16 Plaintiff,

17 vs.

18 TRUMP RUFFIN COMMERCIAL, LLC, a
 19 Foreign Limited-Liability Company d/b/a
 TRUMP INTERNATIONAL LAS VEGAS
 20 and TRUMP INTERNATIONAL HOTEL &
 TOWER LAS VEGAS; TRUMP RUFFIN
 21 TOWER I, LLC, a Foreign Limited-Liability
 Company; TRUMP INTERNATIONAL
 22 HOTELS MANAGEMENT, LLC, a Foreign
 Limited-Liability Company; OTIS
 23 ELEVATOR CORPORATION, a Foreign
 Corporation; DOES I through X, inclusive;
 24 and ROE BUSINESS ENTITIES I through
 XX, inclusive,

25 Defendants.
 26

Case No. 2:23-cv-00854-JAD-VCF

**CONFIDENTIALITY STIPULATION AND
 PROTECTIVE ORDER**

27 Certain parties believe that discovery will encompass documents and information
 28 that would not ordinarily be disclosed to the public and that disclosure or misuse of such

1 materials would cause competitive harm, raise privacy concerns, and violate confidentiality
2 provisions set forth in various, current contracts binding on the parties. Accordingly, the
3 parties have agreed to the entry of this Confidentiality Stipulation and Protective Order
4 (“Agreed Order”) to expedite the flow of discovery materials, preserve the integrity of
5 information that one or more parties believe is confidential, promote the prompt resolution
6 of discovery disputes over confidentiality, facilitate the preservation of materials that may
7 contain confidential information and trade secrets, and prevent breach of the confidential
8 provisions set forth in contracts. For purposes of this Agreed Order, “Confidential
9 Information” shall mean documents or other materials that one or more parties believe to
10 include proprietary information relating to their business or personal financial information,
11 disclosure of which might be harmful. Documents or information designated by one or
12 more parties as “Confidential Information” pursuant to this Agreed Order governing
13 discovery shall be without prejudice to any party’s claim, defense or contention, whether
14 relating to discovery issues in this lawsuit or to substantive issues in this or any other
15 lawsuit, that such documents or information do not in fact constitute trade secrets or
16 confidential information.

17 Notwithstanding the foregoing, the term "Confidential Information" does not include
18 information which (a) is in or becomes a part of the public domain without violation of this
19 Agreed Order by any party to this litigation or their counsel; (b) is customarily provided by
20 any party to this litigation to third parties without restriction on disclosure; (c) was known to
21 a party to this litigation on a non-confidential basis prior to its disclosure to such party or
22 their counsel in this litigation; or (d) is not otherwise subject to a restriction on disclosure
23 and is rightfully obtained by any party or their counsel from a source other than a party in
24 this litigation.

25 Accordingly, in the interests of justice and to expedite discovery, the parties hereby
26 **STIPULATE AND AGREE** that:

27 1. **Confidential Information:** To protect trade secrets, personal financial
28 information, or other confidential research, development, or commercial information, any

1 party or third party may designate documents, information, or testimony as Confidential
2 Information under this Order as follows:

3 The designation shall be made by clearly stamping or marking any document,
4 including any interrogatory answer or transcript, with the word "CONFIDENTIAL."
5 Transcripts (or portions thereof) may be designated "CONFIDENTIAL" or "ATTORNEYS'
6 EYES ONLY" (described in paragraphs 3 and 4 below) by instructing the reporter to stamp
7 or mark the transcript (or portions thereof) within ten (10) days after it is received, and shall
8 be treated as Attorneys' Eyes Only Information until the ten (10) day designation period has
9 passed.

10 In the case of electronically-stored information, a party producing Confidential
11 Information in an electronically-stored format shall stamp the physical medium by which
12 the information is transmitted (e.g. computer tape, computer disk, CD Rom, etc.) as
13 "CONFIDENTIAL." If the party to whom such electronically-stored information is produced
14 shall create any readable report or output from such confidential data, that party shall
15 prominently label each page of such output report as "CONFIDENTIAL."

16 A party, provider of documents or non-party witness may denominate any response
17 to any written discovery request brief, motion or other material filed with the court, and any
18 appendix, exhibit or document pertaining to such material as Confidential Information by
19 stamping the cover or first page, "CONFIDENTIAL."

20 Documents produced, or to be produced, by a third-party, including but not limited
21 to personal financial bank records, tax records, or other private documents or information,
22 may be designated as confidential prior to their release through subpoena via a written
23 notice to all parties.

24 2. **Limited Disclosure and Use of Confidential Information:** A person who
25 received Confidential Information (hereinafter, "receiving person") has a duty to preserve
26 confidentiality, shall not make any further disclosure of it except as authorized below or by
27 further order, and shall use it only for purposes of this case or any arbitration or mediation
28 related to this case. A receiving person shall execute the Non-Disclosure Agreement

1 attached hereto as Exhibit A as a required condition precedent of receiving any Confidential
2 Information when requested to do so by a party to the above-captioned litigation or their
3 counsel, where said party originally created and/or possesses or controls the Confidential
4 Information. A receiving person is defined by this Agreed Order to refer to one of to the
5 following persons:

6 A. Attorneys of record for the parties of this litigation;

7 B. Designated business persons from each of the corporate parties
8 (“Corporate Designees”) but only to the extent necessary for the conduct of this action;
9 provided, however, that no Confidential Information shall be revealed to such persons until
10 the conditions detailed in Paragraph 1 have been met;

11 C. Deposition reporters;

12 D. Independent experts, investigators, and other consultants retained by
13 counsel; provided, however, that no Confidential Information shall be revealed to such
14 persons until the conditions detailed in Paragraph 1 have been met;

15 E. Associates, secretaries, paralegals, clerical and other employees of
16 the individuals identified in subparagraphs (a), (b), (c) and (d) above, to the extent
17 reasonably necessary to render professional services in the litigation;

18 F. A deponent during the course of his or her deposition;

19 G. Any person who is referenced in Confidential Information; provided,
20 however, that no Confidential Information shall be revealed to such persons until the
21 conditions detailed in Paragraph 1 have been met;

22 H. Witnesses or prospective witnesses in the course of investigation or in
23 preparation for deposition, or at deposition; provided, however, that no Confidential
24 Information shall be revealed to such persons until the conditions detailed in Paragraph 1
25 have been met; and

26 I. The Court, any arbitrator, mediator or adjudicator and their personnel.

27 3. **Attorneys’ Eyes Only Information:** A producing party may designate
28 Confidential Information as “Attorneys’ Eyes Only” if the party makes a good faith

1 determination that the information threatens significant competitive harm if revealed to an
2 opposing party or other competitor. The designation shall be made in a manner similar to
3 that provided in paragraph 1, using the words "ATTORNEYS' EYES ONLY."

4 4. **Further Limitations on Disclosure and Use of Attorneys Eyes Only:** Attorneys'
5 Eyes Only Information shall be treated in all respects as "Confidential Information" under
6 this Protective Order. In addition to the protections already contained herein, Attorneys'
7 Eyes Only Information shall be subject to the following additional restrictions:

8 Attorneys' Eyes Only information shall only be disclosed to those persons listed in
9 paragraph 2(a), (c), (d) - (f) and (i) hereof;

10 Authorized counsel may not communicate or transmit any Attorneys' Eyes Only
11 Information, or the contents of those materials, to any employee, director, agent and/or
12 representative of the parties in this action, including in-house counsel of any corporate
13 party; and

14 If Attorneys' Eyes Only Information is used during a deposition, the party introducing
15 the Attorneys' Eyes Only Information topic shall announce that such a topic or document
16 will be the subject of questions. All persons not allowed to view or receive such information
17 shall leave the deposition at that time. The transcript of any questioning regarding
18 Attorneys' Eyes Only Information topics shall be kept separately from the main transcript
19 of the deposition and shall be stamped or marked "ATTORNEYS' EYES ONLY
20 INFORMATION."

21 Any breach of this provision shall entitle the party whose Attorneys' Eyes Only
22 Information was disclosed to seek immediate equitable relief in this Court, in addition to
23 such other sanctions and remedies as may be appropriate.

24 The protection afforded by this paragraph to Attorneys' Eyes Only Information shall
25 be preserved at all pre-trial hearings of this matter, and until further modified by the Court.

26 5. **Submission to Court:** No Confidential Information, whether embodied in
27 physical objects, documents, electronically-stored data, tangible items or the transcription
28 of statements of persons, shall be publicly filed with the Court, unless the producing party

1 consents in writing to such filing, or unless filed in a sealed envelope on which shall
2 be endorsed the caption of the action and a statement substantially in the following form:

3 **CONFIDENTIAL**

4 This envelope contains documents or information in this case that is subject
5 to a Confidentiality Order entered by the Court. This envelope shall not be
6 opened nor the contents thereof displayed or revealed except by Order of
7 Court. Violation thereof may be regarded as contempt of court.

8 A party discharges its obligations under this paragraph by filing a pleading, motion,
9 brief or other papers in two parts and placing the part which contains Confidential
10 Information under seal (will do so by Motion under FRCP 26(c) and *Kamakana v. City &*
11 *Cnty. of Honolulu*, 447 F.3d 1172 (9th Cir. 2006)). Any courtesy copy delivered to the Court
12 shall be marked: "Courtesy Copy - Original Under Seal." Similar procedures shall be
13 followed with regard to Attorneys Eyes Only Information.

14 If any party believes that a designation as Confidential and/or Attorneys' Eyes Only
15 Information as to any document, material or information by any other party or by any witness
16 is unwarranted, it may so inform the designating party or witness in writing (a "written
17 objection"). Upon receipt by the designating party of such written objection, the parties shall
18 negotiate in good faith to resolve their differences. If, within ten (10) days after such written
19 objection to a designation the parties have failed to reach an agreement, the designating
20 party may apply to the Court for a ruling that the designation as to any document, material
21 or information shall be treated as designated, giving notice to the party or non-party
22 producing the documents. No disclosure of any documents, material or information
23 designated as Confidential and/or Attorneys' Eyes Only Information shall be made, except
24 in accordance herewith, by the recipient prior to decision by the Court on any such motion;
25 if no such motion is filed within thirty (30) days after such written objection, the Confidential
26 and/or Attorneys' Eyes Only designation shall be deemed withdrawn. In any proceeding
27 challenging the propriety of the designation of any document, information or materials as
28 Confidential and/or Attorneys' Eyes Only Information, the party, provider of documents or
witness who has designated the document, material or information as Confidential

1 and/or Attorneys' Eyes Only Information shall bear the burden of establishing the
2 propriety of that designation. Until the Court enters an Order changing the designation
3 for any document, material or information, it shall be given "Confidential" or "Attorneys'
4 Eyes Only" (however designated) treatment in accordance with this Order.

5 Unless otherwise ordered or agreed, neither the termination of this lawsuit nor the
6 termination of employment of any person who has had access to any Confidential and/or
7 Attorneys' Eyes Only Information shall relieve such person from the terms of this Order.

8 This Order shall not be deemed a waiver of:

9 A. Any party's right to object to any discovery requests on any ground or
10 to seek a protective order with respect to any such discovery request;

11 B. Any party's right to seek an order compelling discovery with respect to
12 any discovery request;

13 C. Any party's right to object to the admission of any evidence on any
14 ground;

15 D. Any party's right to seek a modification of this Order upon reasonable
16 notice to all other parties; or

17 E. Any party's right to challenge the propriety of the designation of any
18 material as Confidential and/or Attorneys' Eyes Only Information at any time. Failure of
19 any party to promptly challenge the propriety of such a designation shall not preclude that
20 party's subsequent objection to such designation, a motion by that party to seek a
21 determination as to the propriety of such designation or a motion by that party to otherwise
22 modify the provisions this Order. The designation by a party that material is Confidential
23 and/or Attorneys' Eyes Only shall not constitute an admission by any other party that the
24 material is confidential.

25 6. **All Confidential and/or Attorneys' Eyes Only Information shall be returned as**
26 **follows:**

27 Within thirty (30) days after the final determination of this Action, or sooner if agreed
28 to in writing by the parties, all Confidential and Attorneys' Eyes Only Information, including

1 originals, and subject to subparagraph (c) hereof, copies, abstracts or summaries thereof,
2 shall be returned to the attorney for the party producing and providing the material or
3 destroyed by the party receiving such material, and no copies thereof shall be retained by
4 any other person; provided, however, that counsel of record for the parties may keep, in
5 strictest confidence, one copy of any part of the Confidential and Attorneys' Eyes Only
6 Information produced by others. Such copy shall remain subject to the terms of this Order.

7 If Confidential and/or Attorneys' Eyes Only Information is furnished to a testifying or
8 consulting expert, investigator, other consultant, or witness, the attorney for the party using
9 such expert, investigator, other consultant, or witness shall have the responsibility of
10 ensuring that all such material, including copies, abstracts and summaries thereof, is
11 returned to the party producing the same or destroyed.

12 Counsel of record for each party may retain abstracts or summaries of materials,
13 which contain counsel's mental impressions or opinions. Such abstracts or summaries,
14 which contain or refer to Confidential and/or Attorneys' Eyes Only Information, shall,
15 however, remain subject to the terms of this Order.

16 The parties will cooperate to establish a procedure for the use of information that
17 has been designated Confidential or Attorneys' Eyes Only at trial or during any court
18 hearing. At a minimum, that procedure should mandate that all information which has been
19 designated Confidential or Attorneys' Eyes Only is submitted under seal (will do so by
20 FRCP 26(c) and *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172 (9th Cir. 2006)),
21 and that only the persons set forth in paragraph 2 can be present in the courtroom when
22 any information that has been designated Confidential, or set forth in paragraph 4 can be
23 present in the courtroom when any information that has been designated Attorneys' Eyes
24 Only, is referenced.

25 If a party to this Stipulation and Order misuses or improperly discloses Confidential
26 and/or Attorneys' Eyes Only Information in violation of this Order, the designating party
27 may seek appropriate sanctions. The party who claims that a violation of this Order has
28 occurred shall have the burden of proof on that issue.

1 Each party will endeavor to make reasonable efforts to ensure that materials
2 and documents that should bear the Confidential or Attorneys' Eyes Only legend are so
3 labeled in fact. A failure to so designate any document or material shall not be deemed
4 a waiver of the confidentiality protection. In the event a party belatedly determines
5 that any document or material should be designated as confidential under this
6 Stipulation and Order, such party will so, notify the other party and the other party
7 agrees to accept that notification and arrange to comply with the remaining provision of
8 this Stipulation and Order to such late designated documents and materials.

9 Any party, persons, and entities obtaining access to Confidential and/or Attorneys'
10 Eyes Only Information under this Confidentiality Stipulation and Protective Order, shall use
11 the information only for preparation and trial of the above-captioned litigation (including
12 appeals and retrials thereof), and shall absolutely not use such information for any other
13 purpose whatsoever, including business, governmental, commercial, or administrative or
14 judicial proceedings.

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1 Each party agrees to be bound by the terms of this Confidentiality Stipulation and
2 Protective Order as of the date it is executed, prior to the entry of the Order by the Court.
3 This Confidentiality Stipulation and Protective Order may be executed in any number of
4 counterparts, each of which shall be deemed an original, but all of which taken together
5 shall constitute one instrument.

6 Dated this 12th day of October, 2023

Dated this 12th day of October, 2023

7 CHRISTIANSEN TRIAL LAWYERS

LEWIS BRISBOIS BISGAARD &
SMITH LLP

8

9 /s/ Keely P. Chippoletti

/s/ Josh Cole Aicklen

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18 Richmond, Virginia 23230
Attorneys for Plaintiff

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1 Dated this 12th day of October, 2023
2 ROGERS, MASTRANGELO, CARVALHO
3 & MITCHELL

4 /s/ Rebecca L. Mastrangelo

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21 *Attorneys for Defendant Otis Elevator
22 Company*

IT IS SO ORDERED

23 /s/ 

24 United States Magistrate Judge

25 DATED: 10-12-2023
26 _____

EXHIBIT A

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
 JOSH COLE AICKLEN
 2 Nevada Bar No. 007254
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 3 DAVID B. AVAKIAN
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Case No. 2:23-cv-00854-JAD-VCF
NON-DISCLOSURE AGREEMENT

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NON-DISCLOSURE AGREEMENT

Having reviewed and read the Protective and Confidentiality Order in the above-captioned case, I understand that certain documents and/or information has been produced in the case and designated as being “CONFIDENTIAL.” I agree that I will not disclose by any means or method any “CONFIDENTIAL” documents and/or information to anyone, except as allowed by the Order or any subsequent court order. I agree to abide by the Order’s terms and submit to the court’s jurisdiction for purposes of enforcement of the Order. I agree to take all reasonable precautions to protect any “CONFIDENTIAL” information in my possession, custody, or control from disclosure. I understand that the court may sanction me should I violate the Order and/or this Agreement.

Signature: _____

Printed: _____

Dated: _____