

MESSNER REEVES LLP

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 7 COSTCO WHOLESALE CORPORATION

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **DISTRICT OF NEVADA**

11 LINDA CHAPIN, an individual;

CASE NO.: 2:23-cv-01358-ART-VCF

12  
13 Plaintiffs,

14 vs.

15 COSTCO WHOLESALE CORPORATION, a  
 Delaware corporation; DOE INDIVIDUAL  
 16 RETAIL STORE OWNER, I through X,  
 inclusive; ROE ENTITY RETAIL STORE  
 17 OWNER, I through X, inclusive; DOE  
 INDIVIDUAL MAINTENANCE  
 18 CONTRACTORS, I through X, inclusive;  
 19 ROE ENTITY MAINTENANCE  
 CONTRACTORS, I through X, inclusive;  
 20 DOES INDIVIDUAL I through X, inclusive;  
 21 and ROE CORPORATIONS I through X  
 inclusive,

22 Defendants.

23 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

24 Plaintiff, LINDA CHAPIN (hereinafter referred to as “Ms. Chapin” and/or “Plaintiff), by and  
 25 through counsel, David Thomas, Esq. of the law firm G. Dallas Horton & Associates and Defendant  
 26  
 27 COSTCO WHOLESALE CORPORATION (hereinafter referred to as “Costco”) by and through

1 counsel, Edgar Carranza, Esq. and Ashley Walters, Esq. of MESSNER REEVES, LLP, hereby stipulate  
2 as follows:

3 WHEREAS, Plaintiff seek discovery of confidential, proprietary and trade secret documents  
4 and information from Costco regarding Costco’s policies, practices and procedures (“Confidential  
5 Information”);

6  
7 WHEREAS, Costco requires protection against the unrestricted disclosure and use of such  
8 Confidential Information; and

9 WHEREAS, the parties agree that good cause exists for the entry of the foregoing Stipulated  
10 Confidentiality Agreement and Protective Order;

11 THEREFORE, the parties hereby stipulate and agreed that:

12  
13 1. This Stipulated Confidentiality Agreement and Protective Order (hereinafter referred  
14 to as “Confidentiality Agreement”) shall govern all Confidential Information revealed in the above-  
15 referenced lawsuit, whether the Confidential Information is contained in documents produced, NRCP  
16 16.1/FRCP 26 disclosures, responses to requests for production, answers to interrogatories,  
17 deposition testimony, and/or any other oral or written responses to discovery conducted in this matter,  
18 whether it is revealed by Costco or any other party or third-party.

19  
20 2. A party shall designate and indicate that information is Confidential Information  
21 hereunder by producing a copy bearing a stamp or label signifying that it is “Confidential.” In the  
22 case of testimony or any other oral information, it shall be sufficient for a party to state that the  
23 Confidential Information is confidential pursuant to this Agreement generally at the time such  
24 testimony or oral information is given or conveyed. Alternatively, a party may designate testimony  
25 as Confidential hereunder by marking the transcript containing Confidential Information with the  
26 word “Confidential” any time after the receipt of the final transcript of said testimony. In the event  
27

1 any party creates a computer database, disk, compact disk, drive, digital or other electronic record  
2 containing Confidential Information, the party creating such an electronic record shall mark the case  
3 or envelope containing the material with the word "Confidential." Documents printed from such  
4 electronic media shall be marked the same as documents originally produced on paper and shall be  
5 accorded the same status of confidentiality as the underlying Confidential Information from which  
6 they are made and shall be subject to all of the terms of this Agreement.  
7

8 3. Confidential Information obtained by or produced to any party shall be held in  
9 confidence and revealed only to the named parties in the above-captioned matter, counsel of record,  
10 paralegals and secretarial employees under counsels' direct supervision, the parties themselves for  
11 purposes of deposition, the Court and court staff, court reporters, and such persons as are employed  
12 by the parties or their counsel to act as experts, investigators or consultants in this case. All  
13 Confidential Information must be maintained in counsels' office, with the exception of documents  
14 and/or information provided to individuals employed to act as experts in this case. The parties shall  
15 take all steps reasonably necessary to see that no person shall use, disclose, copy or record  
16 Confidential Information for any purpose other than the preparation or conduct of this case.  
17

18 4. All Confidential Information shall be used solely for the purpose of maintaining the  
19 present litigation, including any trials, appeals or retrials, and not for any other purpose(s) or any  
20 other litigation. Under no circumstances shall Confidential Information be disclosed to anyone other  
21 than the persons designated above, and the parties shall not disclose such Confidential Information  
22 to any undesignated person during or after the termination of this litigation. Moreover, no  
23 Confidential Information shall be disclosed to a competitor (direct or indirect) of Costco, whether for  
24 the purposes of this litigation or otherwise.  
25

26 5. Before any Confidential Information is disseminated or disclosed to any of the above-  
27

1 designated persons, such person shall (a) read this Confidentiality Agreement in its entirety; and, (b)  
2 agree to all provisions of this Confidentiality Agreement.

3 6. All depositions, pleadings, reports, notes, lists, memoranda, indices, compilations,  
4 electronically stored information, and records in which Confidential Information is discussed,  
5 documented or referred to shall themselves be deemed Confidential Information and shall be subject  
6 to this Agreement. Should a party use any Confidential Information in any pleading, motion or paper  
7 filed with the Court, that party shall, at the time of filing, request that the court impound and/or seal  
8 the specific portion of the pleading containing the Confidential Information.  
9

10 7. Upon the request of Costco and/or their counsel, each person subject to this  
11 Confidentiality Agreement shall destroy or return all Confidential Information to counsel for Costco  
12 within thirty (30) days. Documents that contain notations of counsel may be destroyed rather than  
13 returned, but it shall be the responsibility of counsel to ensure the documents are destroyed.  
14

15 8. The disclosure of any Confidential Information by Costco shall not serve to waive any  
16 of the protections provided by this Confidentiality Agreement with respect to any other Confidential  
17 Information.  
18

19 9. No person who has received Confidential Information shall seek to vacate or otherwise  
20 modify this Agreement at any time. This Agreement shall not be abrogated, modified, amended, or  
21 enlarged except by stipulation and agreement of the parties or by the Court with notice given to each  
22 of the parties.

23 10. Nothing in this Confidentiality Agreement shall restrict a party's right to object to the  
24 disclosure of documents or information otherwise objectionable, protected or privileged pursuant to  
25 the Nevada Rules of Civil Procedure/Federal Rules of Civil Procedure, applicable law, other than  
26 confidentiality, or to seek an agreement preventing disclosure or limiting the discovery of  
27

1 Confidential Information, or to seek an agreement preventing disclosure or limiting the discovery of  
2 information or material that is objectionable on other grounds, regardless of whether or not such  
3 material may also constitute Confidential Information pursuant to this Confidentiality Agreement.

4 This parties shall take reasonable steps necessary to have the Court enter an order consistent with the  
5 terms of this Confidentiality Agreement.

6  
7 11. Nothing contained herein shall restrict the presentation of any evidence, including  
8 Confidential Information, to an arbitrator, panel of arbitrators, jury or the Court at trial. However,  
9 such presentation shall not constitute a waiver of any restrictions provided for in this Order and the  
10 parties agree to take reasonable steps to maintain the confidentiality of any Confidential Information  
11 at the arbitration hearing and/or trial of this matter in such a manner and until such time as the Court  
12 may direct and/or as the parties may otherwise agree. Before any such presentation of Confidential  
13 Information, the receiving party shall provide Costco with appropriate notice so that Costco may have  
14 the opportunity to lodge appropriate objections or seek the Court’s direction to prevent disclosure of  
15 the Confidential Information and/or move for appropriate confidential treatment of the materials at  
16 trial.  
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18  
19 12. The terms of this Confidentiality Agreement shall remain fully active until released  
20 by written consent of Costco. The Court shall retain jurisdiction over the parties, this Agreement, and  
21 recipients of confidential documents, materials, and/or information for the sole purpose of enforcing  
22 this Agreement and adjudicating claims of breaches thereof and administering damages and other  
23 remedies related thereto. The provisions of this Agreement shall continue to be binding as to the  
24 confidential documents, materials, and/or information produced pursuant to it.  
25

26 . . . .

27 . . . .

13. This Stipulation and Order may be executed in one or more counterparts, and facsimile signatures are deemed to constitute originals for purposes of this Stipulation.

Dated this 7<sup>th</sup> day of September 2023.

Dated this 7<sup>th</sup> day of September 2023.

**MESSNER REEVES LLP**

**G. DALLAS HORTON & ASSOCIATES**

*/s/ Edgar Carranza*

*/s/ David Thomas*

EDGAR CARRANZA, ESQ. (NBN 5902)  
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*Attorneys for Defendant*  
*COSTCO WHOLESALE CORPORATION*

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4435 S. Eastern Ave.  
Las Vegas, Nevada 89119  
*Attorney for Plaintiff*  
LINDA CHAPIN

MESSNER REEVES LLP

IT IS SO ORDERED.



Cam Ferenbach  
United States Magistrate Judge

9-7-2023

DATED \_\_\_\_\_

**Patti Sherretts**

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**From:** David Thomas <DThomas@Gdallashorton.com>  
**Sent:** Thursday, September 7, 2023 3:02 PM  
**To:** Patti Sherretts  
**Cc:** Vikki Weyandt; Edgar Carranza; Ashley E. Walters  
**Subject:** RE: Costco adv. Chapin

[ EXTERNAL EMAIL ]

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Hi Patti,

You can use my signature on the SAO.

**David L. Thomas, Esq.**  
**G. Dallas Horton & Associates**  
**4435 South Eastern Avenue**  
**Las Vegas, Nevada 89119**  
**T: 702-380-3100**

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**From:** Patti Sherretts <PSherretts@messner.com>  
**Sent:** Thursday, September 7, 2023 1:57 PM  
**To:** David Thomas <DThomas@Gdallashorton.com>  
**Cc:** Vikki Weyandt <vweyandt@Gdallashorton.com>; Edgar Carranza <ECarranza@messner.com>; Ashley E. Walters <AWalters@messner.com>  
**Subject:** FW: Costco adv. Chapin  
**Importance:** High

Mr. Thomas:

Please advise the status of the executed Confidentiality Agreement.

Thank you for your prompt attention.

**PATTI SHERRETTS**