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10 COUNTY OF CLARK and  
11 STACEY SILVERSTEIN

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

14 D.O. JANE DOE, an individual; K.Y. JANE  
15 DOE, an individual; L.O. JANE DOE, an  
16 individual; L.O.J. JOHN DOE, an individual;  
17 P.K. JANE DOE, an individual;

CASE NO. 2:23-cv-01929-APG-MDC

18 Plaintiffs,

19 vs.

20 COUNTY OF CLARK, a political  
21 subdivision of the State of Nevada;  
22 STACEY SILVERSTEIN, an individual,

23 Defendants.

24 **STIPULATION AND PROTECTIVE ORDER**

25 1. IT IS HEREBY STIPULATED, by and between the parties hereto, by and through  
26 their respective counsel of record, and subject to the Court’s approval, hereby stipulate and agree  
27 as follows, pursuant to Fed. R. Civ. P. 26(c), with respect to the disclosure of Confidential  
28 Information.

2. The parties to this action submit this Stipulation and Protective Order (hereinafter  
“Order”) solely for the purpose of facilitating the exchange of documents and information between

1 the parties in this action without involving the Court unnecessarily in the process. Nothing in this  
2 Order nor the production of any information or documents under the terms of this Order nor any  
3 proceedings pursuant to this Order shall be deemed to have the effect of an admission or waiver  
4 by any party or of altering the confidentiality or non-confidentiality of any such document or  
5 information or altering any existing obligation of any party or absence thereof.  
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7 **PROCEDURES REGARDING CONFIDENTIAL INFORMATION**

8 3. The parties define “DFS case records” as all documents, which are in the custody  
9 of County Defendants, relating to DFS investigation, custody, and placement of Plaintiffs,  
10 including, but not limited to, documents relating to all Plaintiffs’ institutional, foster family, and  
11 kin placements; foster family’s licensing files; education, mental health, and health services; and  
12 court proceedings. “DFS case records” shall also include the files and documents of any child  
13 who has been or is in DFS custody. The term “document” and “documents” include any written,  
14 printed, typed, recorded, electronic or graphic material of every type and description, and each  
15 and every thing from which information can be processed or transcribed, including computer  
16 readable storage material. Documents include, but are not limited to, the following: records,  
17 handwritten notes, reports, agreements, memoranda, email communications, photographs, and  
18 UNITY database entries.  
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21 4. The parties acknowledge that DFS case records and the files and documents of any  
22 child who has been or is in DFS custody contain sensitive information that is generally protected  
23 from disclosure pursuant to federal and state law, including without limitation:  
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- 25 (a) Information that identifies by name or address, or could reasonably lead to  
26 the disclosure of the name or address of any applicant for or recipient of child  
27 welfare, foster care, or adoption assistance services [45 C.F.R. 1355.21];  
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1 (b) The names and addresses of applicants for and recipients of child welfare,  
2 foster care, or adoption assistance services and the amounts of financial assistance  
3 provided to them [45 C.F.R. 205.50];

4 (c) Information related to the social and economic conditions or circumstances  
5 of particular individual applicants for or recipients of child welfare, foster care, or  
6 adoption services [45 C.F.R. 205.50];

7 (d) Agency evaluations of information about particular individual applicants  
8 for or recipients of child welfare, foster care, or adoption assistance services [45  
9 C.F.R. 205.50];

10 (e) Medical data concerning particular individual applicants for or recipients of  
11 child welfare, foster care, or adoption assistance services [45 C.F.R. 205.50]; and

12 (f) All records of child abuse reports and all information obtained in  
13 investigating reports of child abuse and neglect [45 C.F.R. 1340.14; Nev. Rev. Stat.  
14 Ann. § 432B.280].

15 The parties also acknowledge that all files or documents of any child who has been or is in DFS  
16 custody shall come within the provisions and protections of this Order.

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18 5. DFS case records shall be deemed to be Confidential Information pursuant to this  
19 Order and defendants shall label them as Confidential upon production.

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21 6. A party may also label as “Confidential” any discovery that is served or produced  
22 in this litigation (including subpoenas and deposition testimony), if the marking party believes  
23 that the information contained in such discovery qualifies for protection under standards  
24 developed under Fed. R. Civ. P. 26(c) or state or federal law, including the right to privacy. Such  
25 information shall be deemed to be Confidential Information pursuant to this Order.  
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1 The fact that a document is stamped “Confidential” by one party shall not be construed as  
2 an admission by any other party that such document is confidential, nor shall it limit or preclude  
3 the right of any party to object to the “Confidential” designation and to file any appropriate  
4 motion(s) to determine the propriety of such designation. If the producing party inadvertently  
5 fails to stamp or otherwise appropriately designate or list certain documents, material, or  
6 information as “Confidential” upon their production or disclosure, such inadvertent failure to  
7 designate shall not constitute nor be deemed a waiver of a subsequent claim of protected treatment  
8 under this Order.  
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10 Any party may contest a designation of “Confidential” by serving a written objection (by  
11 letter to the designating Party) to the Confidentiality designation at any time. Upon service of  
12 such objection, the Parties shall make a good faith effort to resolve the issue informally. If that  
13 effort fails, the confidentiality designation shall expire unless, within three weeks of service of  
14 the objection, or such additional time as may be agreed upon the Parties, the Party seeking  
15 confidentiality applies to the Court or Magistrate Judge for an order designating the document or  
16 information confidential. If such an application is made, the document or other information  
17 marked “Confidential” which is in dispute shall remain “Confidential,” as the case may be, until  
18 the dispute is resolved by and between or among the parties and so confirmed in writing or, if  
19 necessary, until order of the Court or any Magistrate Judge. On any such application, the  
20 proponent of confidentiality shall have the burden of showing, by a preponderance of the  
21 evidence, good cause for the claimed protection.  
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25 7. Confidential Information shall only be used for purpose of prosecution, defense,  
26 or settlement of this action, and for no other purpose.  
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1           8.       Confidential Information may be disclosed or made available only to the Court; to  
2 counsel for a party (including paralegal, clerical, and secretarial staff employed by such counsel),  
3 and to the “qualified persons” designated below:

- 4           (a)     a party, or an officer, director, agent, or employee of a party deemed necessary by  
5 counsel to aid in the prosecution, defense, or settlement of this action;  
6           (b)     experts or consultants (and their clerical staff) consulted and/or retained by such  
7 counsel to assist in the prosecution, defense, or settlement of this action;  
8           (c)     court reporter(s) employed in this action; or  
9           (d)     a witness at any deposition or court proceeding in this action.

10           9.       Any person other than a party, counsel for a party, or a direct employee of such  
11 counsel, having access to information pursuant to paragraph 8, shall be provided a copy of this  
12 Order by the party providing access to the information. Such persons shall be bound by this Order  
13 and shall not disclose the information to any persons not authorized under state or federal law or  
14 order of this Court to receive such information. Furthermore, any such person shall sign a copy  
15 of the Statement of Confidentiality attached hereto and made a part hereof as Exhibit A, prior to  
16 being furnished with any such information.  
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18           10.     All documents meeting the definition of Confidential Information that are  
19 produced in this case shall be clearly labeled or stamped “Confidential” prior to production.  
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21           11.     In connection with proceedings in this action, testimony taken at a deposition,  
22 hearing, or trial relating to Confidential Information or disclosing the identities of plaintiffs, any  
23 other child who has been or is in DFS custody, or any individual not a named party to this action,  
24 may be designated as Confidential Information by making a statement to that effect on the record  
25 at the deposition or other proceeding. Arrangements shall be made with the court reporter taking  
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1 and transcribing such proceeding to label confidential portions of the transcript as containing  
2 Confidential Information.

3           12. Any party’s inadvertent or unintentional failure to designate protected  
4 information shall not be deemed a waiver in whole or in part of that party’s claim of  
5 confidentiality, as long as the disclosing party notifies all parties in writing that such protected  
6 information constitutes confidential information within 7 days after learning that the protected  
7 information was inadvertently or unintentionally produced without an appropriate confidentiality  
8 designation.  
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10           13. Clawback Provision – The inadvertent disclosure or production of any  
11 information or document that is subject to an objection on the basis of attorney-client, work  
12 product and/or any other privileges or that is otherwise confidential, including pursuant to any  
13 Nevada Revised Statute, Nevada Administrative Code or other law, will not be deemed to waive  
14 a Party’s claim to its privileged or protected nature or estop that Party or the privilege holder from  
15 designating the information or document as privileged and/or confidential at a later date. Any  
16 Party receiving any such information or document shall return it upon request from the producing  
17 Party. Upon receiving such a request as to specific information or documents, the receiving Party  
18 shall return the information or documents to the producing Party within five (5) business days,  
19 regardless of whether the receiving Party agrees with the claim of privilege or confidentiality.  
20 Any Party may contest the claim of privilege or confidentiality by serving a written objection by  
21 letter to the claiming Party at any time up to the discovery cut-off including any continuance  
22 thereof. Upon service of such objection, the Parties shall make a good faith effort to resolve the  
23 issue informally. If that effort fails, the Party objecting to the privilege or confidentiality can  
24 apply to the Court or Discovery Commissioner for a determination of the issue. If such an  
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1 application is made, the document or other information which is in dispute shall remain  
2 “Confidential,” as the case may be, until the dispute is resolved by and between or among the  
3 Parties and so confirmed in writing or, if necessary, until order of the Court or any Discovery  
4 Commissioner. On any such application, the proponent of privilege or confidentiality shall have  
5 the burden of showing, by a preponderance of the evidence, good cause for the claimed protection.  
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7 14. The terms of this Stipulated Protective Order apply, without limitation to all  
8 documents and information exchanged between the parties in the course of this litigation, whether  
9 or not such documents and/or information were exchanged prior to the entry of this Order and/or  
10 were designated as “Confidential.” This provision allows a party to designate a previously  
11 produced document as “Confidential.”  
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13 15. If any party or non-party includes in papers to be filed with the Court: (i)  
14 documents designated as containing Confidential Information, (ii) any portion of a deposition  
15 transcript designated as containing Confidential Information, (iii) or information derived from  
16 confidential documents or deposition testimony, such papers, or the confidential portion thereof,  
17 shall be filed under seal. The parties will comply with Local Rule IA 10-4 and 10-5, and  
18 Kamakana v. City and County of Honolulu, 447 F.3d 1172 (9<sup>th</sup> Cir. 2006). Hard copies shall be  
19 submitted to the parties in accordance with Local Rule IA 10-5 and local e-filing instructions.  
20 Parties and nonparties shall also comply with all requirements of Fed. R. Civ. P. 5.2 with regard  
21 to all documents that are filed with the court.  
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23 16. In all documents that are made part of the public record (unless under seal) and in  
24 all references in open court, when referring to individual children or families, or other persons  
25 whose names or other identifying information is contained in DFS case records, the parties shall  
26 use initials agreed to by the parties.  
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1           17.       This Order does not affect access to Confidential Information by individuals,  
2 including employees of Clark County or the State of Nevada, who are otherwise authorized under  
3 state law or regulation to have such access.

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5           18.       The parties acknowledge that DFS information and material, which are the subject  
6 of this Confidentiality Order, contain sensitive information that is generally protected from  
7 disclosure by Nevada statute and administrative code, and that all such information should be and  
8 hereby is deemed confidential and may not be discussed with or disclosed, either orally or in  
9 writing, to anyone, including but not limited to the news or publication media in any format,  
10 except in the strict accordance with the provisions of this Confidentiality Order. This Order does  
11 not apply to policies and procedures of DFS which are otherwise deemed public record pursuant  
12 to Nev. Rev. Stat. 179A.110, Nev. Rev. Stat. 29.010, Nev. Rev. Stat. 432B.290(2) and Nev. Rev.  
13 Stat. 432B.407. This Order shall be without prejudice to the right of the parties (i) to bring before  
14 the Court at any time the question of whether any particular document or information is, in fact,  
15 Confidential or whether its use should be restricted in any manner whatsoever; or (ii) to present  
16 a motion to the Court for a separate protective order as to any particular document or information,  
17 including restrictions differing from those specified herein. This Order shall not be deemed to  
18 prejudice the parties in any way in any future application for modification of this Order.

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21           19.       This Order shall be without prejudice to any party to claim that a document that a  
22 party marked as containing Confidential Information is also protected by the attorney-client  
23 privilege, work product doctrine, or any other privilege or limitation recognized under state or  
24 federal law. Determinations of confidentiality and privilege are separate, and nothing in this Order  
25 constitutes a waiver of privilege.  
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contained herein is intended to limit the Parties' access to the Court or their ability to seek to modify this Order.

DATED this 30<sup>th</sup> day of January, 2024.

DATED this 30<sup>th</sup> day of January, 2024.

LAGOMARSINO LAW

OLSON CANNON GORMLEY & STOBERSKI



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**ORDER**

IT IS HEREBY ORDERED, ADJUDGED and DECREED that,

The records of the Clark County Department of Family Services (“CCDFS”), which may be discoverable in this action, in D.O. Jane Doe, et al. v. County of Clark, et al., United States District Court Case No. 2:23-cv-01929-APG-MDC, as well as any other documents so marked by the Parties, are deemed confidential to this litigation, and may be released and disclosed only in accordance with the terms and provisions of the foregoing Stipulation, said terms and provisions being incorporated into this Order by this reference as though fully set forth herein.

IT IS SO ORDERED this 2nd day of February 2024.

  
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Maximiliano D. Couvillier III  
UNITED STATES MAGISTRATE JUDGE

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**Exhibit A**

**STATEMENT OF CONFIDENTIALITY**

By signing this document, I hereby certify that I have read the Confidentiality Order entered by the Court in D.O. Jane Doe, et al. v. County of Clark, et al., United States District Court Case No. 2:23-cv-01929-APG-MDC on \_\_\_\_\_, 2024. I understand this Order and agree to abide by its terms by not disclosing confidential information to anyone other than counsel, employees or clerical staff subject to this order, except as required by lawful judicial process.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name/Title