



**SEALED**

**Office of the United States Attorney  
District of Nevada  
333 Las Vegas Boulevard, Suite 5000  
Las Vegas, Nevada 89101  
(702) 388-6336**

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DANIEL G. BOGDEN  
United States Attorney  
KIMBERLY M. FRAYN  
Assistant United States Attorney  
United States Federal Courthouse  
333 Las Vegas Blvd., South, Fifth Floor  
Las Vegas, NV 89101  
Telephone: (702) 388-6336  
Fax: (702) 388-6418  
Attorneys for Plaintiff  
United States of America

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2011 JUL 18 P 2:31  
DISTRICT COURT  
DISTRICT OF NEVADA  
BY \_\_\_\_\_ DEPUTY

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA, ) 2:11-cr-00223-JCM-RJJ  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JOSEPH ARENA, )  
 )  
 )  
 )  
Defendants. )

Pursuant to LCR 16-1(b)(1) of the Local Rules of Practice for the District of Nevada, the United States, by and through the United States Attorney for the District of Nevada, and the defendant, by and through the undersigned counsel, agree as follows.

**Statement of Intent**

The purpose of the Joint Discovery Agreement is to provide a predictable framework for pre-trial disclosure of information, to establish a method for resolution of discovery disputes without the need for Court intervention, and to provide a means for the well-informed and efficient resolution of cases. The Joint Discovery Agreement is not intended to create remedies not otherwise available to the parties under the U.S. Constitution, statute or the Federal Rules of Criminal Procedure. Nor is it intended to serve as a basis for allegations of misconduct or other claims for relief.



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3. The government will disclose any statements of witnesses under Title 18, United States Code, Section 3500.

4. The defendant will disclose any statements of witnesses the defendant intends to call at trial.

E. Any party withholding the disclosure of items subject to this agreement will provide notice to the other party of the intent to withhold disclosure and describe the nature of the item and the basis for withholding disclosure.

**Limitations**

The parties agree that the disclosure deadlines set forth above apply to those objects, documents, items, and other disclosure matters that are in the possession, custody, or control of the parties at the time the obligation to disclose arises. Nothing in this agreement is intended to relieve either party of the continuing duty to provide disclosures up to and through trial as to any matters required to be disclosed by statute, rule, or the United States Constitution. Further, nothing in this agreement is intended to limit, or in any way affect, the determination of admissibility of evidence at trial or otherwise restrict or expand the remedies available to the Court for any breach of disclosure obligations as set forth in Rule 16(d).

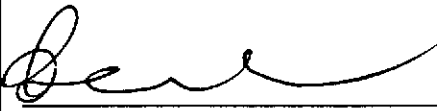
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**Duty to Resolve Discovery Matters Informally**

The parties further acknowledge a duty to make good faith efforts to meet and confer with each other to resolve informally any dispute over the scope, manner and method of disclosures before seeking relief from the Court. A breach of the duty to meet and confer, by either party, may serve as the basis to grant or deny any subsequent motion for appropriate relief made before the Court.

DATED: July 13, 2011



**BRENDA WEKSLER**  
**AFPD for JOSEPH ARENA**



**KIMBERLY M. FRAYN**  
**Assistant United States Attorney**