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Marquiz Law Office
Professional Corporation

3088 Via Flaminia Court
Henderson, NV 89052
Phone: (702) 263-5533
Fax: (702) 263-5532

Craig A. Marquiz, Esq.
NV Bar #7437
MarquizLaw@cox.net
Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

BARBARA RIVARD-CROOK; BILL CROOK;
RAMON CORONA; MONIQUE DECHaine;
CHARLES DRAKE, JR.; LENORA HAYES; RISA
HERRERA; NATE IMAHARA; ERIKA KNAPP;
SANDRA LAUE; JOHN LAWRENCE; ARCELIA
MALDONADO; KELLY STEVENS; RICK
WRIGHT,

Plaintiffs,

v.

ACCELERATED PAYMENT TECHNOLOGIES,
INC., a Delaware Corporation; and DOES 1 through
100, inclusive,

Defendants.

AND RELATED ACTIONS

Case No. 2:10-cv-02215

**AMENDED STIPULATED
PROTECTIVE ORDER**

The parties having stipulated, by and through their respective counsel, for entry of an Amended Protective Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, and the Court having been advised that claimed proprietary and confidential information that was disclosed in discovery and may be introduced at any hearing or trial of this cause,

IT IS HEREBY ORDERED that:

1 1. In connection with discovery proceedings in this action, the parties have
2 designated documents, things, material, testimony or other information derived therefrom, as
3 “CONFIDENTIAL” under the terms of their prior Stipulated Protective Order (Dkt. 16).
4 CONFIDENTIAL information was defined as information that had not been made public and
5 that concerns or relates to the processes, operations, methods and procedures for business
6 activities, payroll, gross receipts, employees and other financial information of the parties; the
7 disclosure of which information may have had the effect of causing harm to the competitive
8 position of the person, firm, partnership, corporation, or to the organization from which the
9 information was obtained. Extracts, summaries, and other documents or materials that reflected
10 or disclosed the contents of CONFIDENTIAL information were likewise treated as
11 CONFIDENTIAL information for purposes of that Order.

12 2. Confidential documents were designated by stamping copies of the document
13 produced to a party with the legend “CONFIDENTIAL.” Stamping the legend
14 “CONFIDENTIAL” on the cover of any multi-page document designated all pages of the
15 document as confidential, unless otherwise indicated by the producing party.

16 3. Testimony taken at a deposition, conference, hearing or trial was designated as
17 CONFIDENTIAL or “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” by making a statement
18 to that effect on the record at the deposition or other proceeding. Arrangements were made with
19 the court reporter taking and transcribing such proceeding to separately bind such portions of the
20 transcript containing information designated as CONFIDENTIAL or CONFIDENTIAL -
21 ATTORNEYS’ EYES ONLY, and to label such portions appropriately. In addition, the
22 attorneys for a party had thirty (30) days after receipt of the transcript to designate any other
23 portions of the testimony CONFIDENTIAL or ATTORNEYS’ EYES ONLY and to inform
24 opposing counsel of such designation. Until such designation had been made or the time for
25 such designation has expired, deposition transcripts were only to have been received by or made
26 available to a “Qualified Person.” The portions of the testimony so designated were subject to
27 the provisions of this Order. No persons could attend or receive transcript copies of portions of
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1 depositions containing CONFIDENTIAL or ATTORNEYS' EYES ONLY information, whether
2 in the form of exhibits or oral testimony, unless such person was a Qualified Person.

3 4. Material designated as CONFIDENTIAL under this Order, the information
4 contained therein, and any summaries, copies, abstracts, or other documents derived in whole or
5 in part from material designated as CONFIDENTIAL (hereinafter "Confidential Material") could
6 only be used only for the purpose of the prosecution, defense, or settlement of this action, and for
7 no other purpose except by further order of the Court or by written agreement of counsel on
8 behalf of the party who designated the information as CONFIDENTIAL.

9 5. Confidential Material produced pursuant to this Order could be disclosed or made
10 available only to a "Qualified Person," which included the court, counsel for a party (including
11 the paralegal, clerical, and secretarial staff employed by such counsel), and to the persons
12 designated below:

13 a. a party, or an officer, director, or employee of a party deemed necessary by
14 counsel to aid in the prosecution, defense, or settlement of this action;

15 b. experts or consultants (together with their clerical staff) retained by such
16 counsel to assist in the prosecution, defense, or settlement of this action;

17 c. court reporter(s) employed in this action;

18 d. a witness at any deposition or other proceeding in this action, if it was
19 established from the face of the document that the witness had access to the document or the
20 information contained therein; and

21 e. any other person to whom the parties in writing agree.

22 6. Prior to receiving any Confidential Material in this action, each "Qualified
23 Person" (except the Court or Court personnel) was to be provided with a copy of this Order and
24 was required to execute a nondisclosure agreement in the form of Attachment A, a copy of which
25 was to be retained by counsel for the party making a disclosure to a Qualified Person. Disclosure
26 of CONFIDENTIAL information to any expert or consultant, their employees if assisting any
27 expert or consultant, or other service-provider assisting counsel was to be limited to that
28 confidential information necessary for the consultation work or preparation to testify.

1 7. Depositions in which Confidential Material was disclosed was only to be taken in
2 the presence of Qualified Persons.

3 8. The parties further designated certain discovery material or testimony of a highly
4 confidential and/or proprietary nature as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 (hereinafter “Attorneys’ Eyes Only Material”), in the manner described in paragraphs 2 and 3
6 above. Attorneys’ Eyes Only Material, and the information contained therein, were to be
7 disclosed only to the court, to counsel for the parties (including the paralegal, clerical, and
8 secretarial staff employed by such counsel), and to the “Qualified Persons” listed in
9 subparagraphs 5(b), (c) and (e) above, but could not be disclosed to a party, or to an officer,
10 director or employee of a party, unless otherwise agreed to in writing in advance of the disclosure
11 and signed by counsel for the party who designated the information as Attorneys’ Eyes Only
12 material, or ordered by the Court. If disclosure of Attorneys’ Eyes Only material was made
13 pursuant to this paragraph, all other provisions in this Order with respect to confidentiality
14 applied.

15 9. Confidential and Attorneys’ Eyes Only Material produced in this action pursuant
16 to the parties’ prior Protective Order (Dkt. #16) may be produced by a party hereto in response to
17 a subpoena duces tecum served upon it in the State of Nevada by Vegas Holding Corp.,
18 Accelerated Payment Technologies or Geoffrey Knapp (parties to the litigation currently pending
19 in the State of California entitled *Vegas Holding Corp. et al. v. Knapp*, Orange County Superior
20 Court Case No. 30-2012-00551681-CU-FR-CJC) (the “Orange County Superior Court Action”).
21 In responding to the subpoena duces tecum, counsel for a party hereto shall first ensure by
22 written agreement signed by counsel issuing such subpoena duces tecum in the Orange County
23 Superior Court Action that the documents to be produced shall be treated with the same level of
24 confidentiality as those documents have been marked in this litigation. Further, if a multi-page
25 document has been marked on the first page of such document as CONFIDENTIAL or
26 CONFIDENTIAL - ATTORNEYS’ EYES ONLY, all pages of such document shall be
27 considered so marked.

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1 10. Material produced in response to a subpoena duces tecum issued pursuant to
2 paragraph 9 shall be subject to the same terms of confidentiality as are imposed upon the parties
3 in this action. Nothing herein shall impose any restrictions on the use or disclosure by a party of
4 material obtained by such party independent of discovery in this action unless produced in the
5 Orange County Superior Court Action, whether or not such material was also obtained through
6 discovery in this action, or from disclosing its own Confidential Material as it deems appropriate,
7 subject to the provisions of paragraph 11 below.

8 11. Where a party lawfully had or received information or documents from a person
9 or entity not a party to this case and not in response to a subpoena duces tecum issued pursuant to
10 paragraph 9, that information is not to be treated as CONFIDENTIAL or CONFIDENTIAL -
11 ATTORNEYS' EYES ONLY if it was not marked as such by the producing person or entity,
12 except that: (1) any party may retroactively designate as "CONFIDENTIAL" or
13 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" any information obtained or received by
14 another party from a person or entity not a party to this case if the designating party believed the
15 information was unlawfully obtained or received by the person or entity not a party to this case.
16 (In such circumstances, the party who or which obtained the information from the third person
17 could seek relief from the "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES
18 ONLY" designation pursuant to paragraph 16 of this Order); and (2) information maintained or
19 received by a party's present or prior vendors may be designated as "CONFIDENTIAL" or
20 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" if it was produced by a party or vendor in
21 this action.

22 12. If Confidential Material or Attorneys' Eyes Only Material, including any portion
23 of a deposition transcript designated as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS'
24 EYES ONLY, was included in any papers to be filed in Court, such papers were to be labeled
25 "Confidential – Subject to Court Order" and filed under seal until further order of this Court.

26 13. In the event that any Confidential Material or Attorneys' Eyes Only Material was
27 used in any court proceeding in this action, it shall not lose its "CONFIDENTIAL" or
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1 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” status through such use, and the party using
2 such shall take all reasonable steps to maintain its confidentiality during such use.

3 14. If, through inadvertence, a producing party provided any confidential information
4 pursuant to this litigation without marking the information as CONFIDENTIAL or
5 CONFIDENTIAL - ATTORNEYS’ EYES ONLY or provides any information subject to a claim
6 of attorney-client privilege, attorney work product or other privilege or immunity, the producing
7 party could, within fifteen (15) business days of such disclosure, inform the receiving party or
8 parties of the CONFIDENTIAL or ATTORNEYS’ EYES ONLY or privileged or immune nature
9 of the disclosed information, and the receiving party or parties were required to, as applicable,
10 treat the disclosed information as CONFIDENTIAL or ATTORNEYS’ EYES ONLY
11 information under this Order, and shall return all copies of assertedly privileged or immune
12 documents (and destroy all summaries of same) within five (5) business days of receipt of written
13 notice from the producing party, and to the extent the receiving party or parties have or had
14 already disclosed this information, the receiving party or parties were to promptly notify the
15 producing party as to the specific recipients of such information and take all reasonable steps to
16 remove such information from said recipients unless, with respect to CONFIDENTIAL and
17 ATTORNEYS’ EYES ONLY information, it was otherwise entitled to disclosure under the prior
18 Protective Order (Dkt. #16). If a party or counsel for a party received a document or other
19 information that appeared on its face to be inadvertently produced and subject to a claim of
20 Privilege or Attorney Work Product (“privileged”), counsel for the receiving party was required
21 to inform counsel for the producing party promptly after becoming aware of the disclosure and
22 will return such documents to the producing party immediately thereafter.

23 15. This Order shall be without prejudice to the right of the parties: (i) to bring before
24 the Court at any time the question of whether any particular document or information is
25 confidential or whether its use should be restricted (provided, however that the parties and/or
26 supplying person shall try first to dispose of such dispute in good faith on an informal basis. If
27 the dispute cannot be resolved, the challenging party may seek appropriate relief from this
28 Court); or (ii) to present a motion to the Court under Rule 26(c) of the Federal Rules of Civil

1 Procedure for a separate protective order as to any particular document or information, including
2 restrictions differing from those as specified herein. This Order shall not be deemed to prejudice
3 the parties in any way in any future application for modification of this Order. Moreover,
4 nothing herein shall be construed as an agreement or admission against a party receiving
5 purportedly confidential information that any information, document, or the like designated as
6 CONFIDENTIAL or ATTORNEYS' EYES ONLY by a producing person is in fact confidential
7 or proprietary. Further, this Order shall be without prejudice to the right of any party to oppose
8 production of any information on grounds other than confidentiality.

9 16. Third-parties may (a) designate deposition transcripts and any documents or
10 information they produce, whether voluntarily or by subpoena, "CONFIDENTIAL" or
11 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to the same extent and in the same manner
12 as parties to this litigation and such documents or information shall be treated by the parties to
13 this litigation in the same manner as documents or information so designated by a party, and
14 (b) intervene in this litigation to enforce the provisions of this Order as if they were a party.

15 17. This Order is entered solely for the purpose of facilitating the exchange of
16 documents and information between the parties to this action and the Orange County Superior
17 Court Action without involving the Court unnecessarily in the process. Nothing in this Order,
18 the production of any information or document under the terms of this Order, nor any
19 proceedings pursuant to this Order shall be deemed to have the effect of an admission or waiver
20 by either party or of altering the confidentiality or non-confidentiality of any such document or
21 information or altering any existing obligation of any party or the absence thereof.

22 18. Failure of a party to challenge the propriety of a CONFIDENTIAL or
23 ATTORNEYS' EYES ONLY designation at the time made, shall not preclude a subsequent
24 challenge thereto.

25 19. This Order shall survive the final termination of this action, to the extent that the
26 information contained in Confidential Material or Attorneys' Eyes Only Material is not or does
27 not become known to the public, and the Court shall retain jurisdiction to resolve any dispute
28 concerning the use of information disclosed hereunder. Upon termination of this case, counsel

1 for the parties shall assemble and return, to each other all documents, material and deposition
2 transcripts designated as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY
3 and all copies of same, or shall certify the destruction thereof. However, counsel shall not be
4 required by this provision to redact the discussion of CONFIDENTIAL or ATTORNEYS' EYES
5 ONLY information contained in any briefs, pleadings, other filings with the Court, memoranda,
6 correspondence, notes or other internal documents, or to destroy or return such documents,
7 provided that such documents shall remain subject to the terms and conditions of this Order.

8 20. Neither the entry of this Order, nor the designation of any information, document
9 or the like as CONFIDENTIAL or ATTORNEYS' EYES ONLY, nor the failure to make such
10 designation, shall constitute evidence with respect to any issue in this action.

11 21. If any party receives a request for CONFIDENTIAL or ATTORNEYS EYES
12 ONLY information, or if it receives any subpoena or other legal process purporting to require
13 disclosure of such information, said party shall notify the producing party of said request,
14 subpoena or legal process.

15 RESPECTFULLY SUBMITTED this 20th day of May, 2016.

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17 Marquiz Law Office
Professional Corporation
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19 By: /s/ Craig A. Marquiz
Craig A. Marquiz, Esq.
3088 Via Flaminia Court
20 Henderson, NV 89052
Attorney for Rivard-Crook Plaintiffs
21

22 Weil & Drage, APC
23

24 By: /s/ C. Robert Peterson
Neil B. Durrant, Esq.
C. Robert Peterson, Esq.
25 2500 Anthem Village Dr.
Henderson, NV 89052
26 Attorneys for Consolidated Plaintiffs
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Snell & Wilmer, LLP

By: /s/ Karl O. Riley
Karl O. Riley, Esq.
3883 Howard Hughes Pkwy., Ste. 1100
Las Vegas, NV 89169
Attorneys for Defendants

Thompson Coburn LLP

By: /s/ Arthur F. Silbergeld
Arthur F. Silbergeld, Esq. (*Pro Hac Vice*)
2029 Century Park East
Nineteenth Floor
Los Angeles, CA 90067
Attorneys for Defendants

ORDER

IT IS SO ORDERED this 23rd day of May, 2016.


United States Magistrate Judge

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ATTACHMENT "A"
NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully aware of the terms of the Stipulated Protective Order entered in Barbara Rivard-Crook et al. v. Accelerated Payment Technologies, Inc., Case No. 2:10-cv-02215, pending in the United States District Court for the District of Nevada, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of the Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Dated: _____