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

11 DEBRA JENE PATEL-JULSON,
 12 Plaintiff,
 13 v.
 14 PAUL SMITH LAS VEGAS INC.,
 15 CRYSTAL at CITY CENTER,
 16 Defendants.

Case No. 2:12-cv-01023-APG-CWH

**STIPULATED PROTECTIVE ORDER
 GOVERNING CONFIDENTIAL
 INFORMATION**

17 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Debra Patel-Julson
 18 ("Plaintiff") and Defendant Paul Smith Las Vegas Inc., ("Defendant"), (collectively, the
 19 "Parties"), hereby submit this proposed Stipulated Protective Order for the purpose of ensuring
 20 that confidential information exchanged during discovery or potentially submitted to the Court by
 21 the Parties is not disclosed to or used for any purpose outside of the above captioned lawsuit.
 22 Accordingly, the Parties hereby stipulate, subject to approval and entry by the Court, to the
 23 following:
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25 **I. Definitions and Terms**

26 1. "Confidential Information" means any document, information, or material
 27 involving or containing trade secrets, confidential business or financial information, or any
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1 portion of a third party's personnel file, which the producing party or protected person reasonably
2 believes not to be in the public domain and reasonably believes contains a proprietary or
3 confidential information, or information to which an individual or company has an established
4 and legitimate right to privacy or confidentiality. The information generally includes, but is not
5 limited to, information concerning Ms. Patel's health (information otherwise protected pursuant
6 to HIPAA), along with her personal contact information (phone numbers (cell and home and all
7 others) and addresses) personal identifying information (e.g., SSN, DOB) and any other
8 information reasonably believed by the designating party as worthy of protection as privileged.
9 It may also include, as needed, similar information of third-parties.
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11 2. Confidential Information. In providing or revealing discovery materials, any party
12 may designate as "CONFIDENTIAL" the whole or any part of discovery material which
13 constitutes proprietary or personal data, personal information, personal identifying information,
14 financial information, contracts and/or similar sensitive business or personal information or data
15 which the designating party in good faith believes in fact is confidential or that unprotected
16 disclosure might result in personal, character or economic injury, and which is not publicly
17 known and cannot be ascertained from an inspection of publicly available documents, materials,
18 or devices. A party may also designate as "CONFIDENTIAL" compilations of publicly available
19 discovery materials, which would not be known publicly in a compiled form.
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21 3. "Disclosed" is used in its broadest sense and includes, *inter alia*, directly or
22 indirectly shown, divulged, revealed, produced, described, transmitted or otherwise
23 communicated, in whole or in part.
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25 4. "Discovery Material(s)" means any Confidential Information presented in
26 documents, answers to interrogatories, responses to requests for admission, deposition testimony,
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1 deposition transcripts and exhibits, other responses to requests for information and/or written
2 information, whether produced voluntarily or involuntarily, in response to discovery requests in
3 this litigation by any party.

4 5. Use of Confidential Information in Depositions. Any party shall have the right to
5 use Confidential Information during depositions. However, to the extent a third party deponent is
6 present, that third party deponent shall be required to execute a copy of the form Attachment A.
7 At any deposition session, upon inquiry with regard to the content of a document marked
8 "CONFIDENTIAL" or whenever counsel for a party deems that the answer to the question may
9 result in the disclosure of Confidential Information, or whenever counsel for a party deems that
10 the answer to any question has resulted in the disclosure of Confidential Information, the
11 deposition (or portions thereof) may be designated by the affected party as containing
12 Confidential Information subject to the provisions of this Order. When such designation has been
13 made, the testimony or the transcript of such testimony shall be disclosed only to those parties
14 described in Section 5 and to the testifying third party deponent, and the information contained
15 therein shall be used only as specified in this Stipulation and Order. Moreover, all originals and
16 copies of deposition transcripts that contain Confidential Information shall be prominently
17 marked "CONFIDENTIAL" on the cover thereof and, if and when filed with the Court, the
18 portions of such transcript so designated shall be filed under seal. Counsel must designate
19 portions of a deposition transcript as "CONFIDENTIAL" within thirty (30) days of receiving the
20 transcript. Designations may be made by letter to counsel of record or on the record during the
21 deposition. Portions of deposition transcripts so designated shall be treated as Confidential
22 Information by the parties as set forth herein. During the thirty (30) day period, the entire
23 transcript shall be treated as confidential. If no confidential designations are made within the
24 thirty (30) day period, the entire transcript shall be considered non-confidential.
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1 6. Disclosure of Confidential Information. Confidential Information produced
2 pursuant to this Order may be disclosed or made available only to the Court and to the persons
3 designated below:

- 4 (a) Retained counsel and in-house counsel for a party (including attorneys associated
5 with the law firm of counsel and the paralegal, clerical, and secretarial staff
6 employed by such counsel);
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8 (b) A party, or officers, directors, and employees of a party deemed necessary by
9 counsel to aid in the prosecution, defense, or settlement of this action;
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11 (c) Outside experts or consultants (together with their clerical staff) retained by such
12 counsel to assist in the prosecution, defense, or settlement of this action;
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14 (d) Clerical and data processing personnel involved in the production, reproduction,
15 organizing, filing, coding, cataloging, converting, storing, retrieving, and review of
16 discovery material, to the extent reasonably necessary to assist a party or its
17 counsel in these proceedings;
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19 (e) This Court and its staff and any other court, tribunal or dispute resolution officer
20 duly appointed, chosen or assigned in connection with this lawsuit;
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22 (f) Court reporter(s) and videographer(s) employed in this action; and
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24 (g) Any other person as to whom the parties in writing agree or that the Court in these
25 proceedings designates.

26 Any person to whom Confidential Information, is disclosed pursuant to subparts (a), (b),
27 (c), (d), (e) or (f) of paragraph 5 shall be advised that the Confidential Information is being
28 disclosed pursuant to an Order of the Court, that the information may not be disclosed by such
person to any person not permitted to have access to the Confidential Information pursuant to this
Protective Order, and that any violation of this Protective Order may result in the imposition of

1 such sanctions as the Court deems proper. Any person to whom Confidential Information is
2 disclosed pursuant to subpart (c) of paragraph 5 shall also be required to execute a copy of the
3 form Attachment A.

4 7. "Document" is defined as the term is used in Federal Rule of Civil Procedure 34.

5 8. "Under seal" is defined as sealing confidential documents consistent with the
6 procedure laid out by LR 10-5(b) of the Local Rules for the District of Nevada. In the event that
7 the Clark County District Court Clerk's office publishes a new procedure for the filing of
8 documents under seal, the Parties may follow said published procedure.
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10 **II. Types of Materials that May be Designated as Confidential**

11 Any Discovery Material or other documents, information, or materials may be designated
12 by a producing party as Confidential under this Order. The assertion of this designation of
13 "Confidential" shall constitute a representation to the Court that counsel for the producing party
14 or protected person believes in good faith that the material so designated constitutes Confidential
15 Information as defined in this Order. Except with the prior written consent of the producing party
16 or by court order or as otherwise compelled by force of law, no Discovery Materials or other
17 documents, information, or materials stamped "Confidential" may be disclosed to any person
18 except as permitted in Section IV below.
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20 **III. Designation of Discovery Materials as Confidential**

21 A producing party may designate as confidential Discovery Materials containing
22 Confidential Information by stamping or otherwise marking the designated material as
23 "Confidential," and producing it and listing it on the log in the form attached as Exhibit A. Each
24 Party shall maintain a log for the documents they have produced that have been designated
25 "Confidential," and produce an updated log, containing all designations, when producing
26 documents or information that are designated "Confidential." The fact that a document is
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1 stamped "Confidential" by one party shall not be construed as an admission by any other party
2 that such document is confidential, nor shall it limit or preclude the right of any party to object to
3 the "Confidential" designation and to file any appropriate motion(s) to determine the propriety of
4 such designation. If the producing party inadvertently fails to stamp or otherwise appropriately
5 designate or list certain documents, material, or information as "Confidential" upon their
6 production or disclosure, such inadvertent failure to designate shall not constitute nor be deemed
7 a waiver of a subsequent claim of protected treatment under this Order.
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9 Given that discovery has already ended in this matter, the parties shall have up to and
10 including March 31, 2014 to produce copies of documents that have been designated as
11 "Confidential" along with a completed form Exhibit A. Any disclosed documents that are not
12 appropriately stamped "Confidential" and are not specifically listed on Exhibit A, may be filed in
13 the normal course, subject to the United States District Court's rules regarding redaction of
14 personal identifying information.
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16 **IV. Permissible Use of "Confidential" Information, Documents, or Materials**

17 Notwithstanding section II, documents stamped "Confidential" may only be disclosed to:
18 (i) the Parties; (ii) all attorneys representing the Parties in this matter; (iii) para-professionals,
19 secretaries, and other non-attorney personnel that are employed by firms or by individual
20 attorneys representing the Parties in this matter but only to the extent that disclosure to such
21 person(s) is necessary in order for them to assist attorneys in connection with this matter; and (iv)
22 the court and all court personnel, including stenographers employed to record and transcribe
23 testimony given upon sworn statement, deposition, and/or trial. To the extent such Confidential
24 information may be disclosed to court personnel or filed with the court it may, upon a showing
25 sufficient to satisfy the requirements of the Court concerning Sealed documents, be done Under
26 Seal.
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1 Persons obtaining access to Discovery Materials or other documents, information, or
2 materials stamped "Confidential" pursuant to this Order shall use the information only for the
3 purpose of this matter, through and including appeal(s) and shall not use such information for any
4 other purpose, including business, governmental, commercial, administrative, or judicial
5 proceedings, unless required by court order or being compelled by force of law. If any person
6 receiving information covered by this Agreement is: (a) subpoenaed in another action or
7 proceeding; (b) served with a request or demand in another action to which he, she, or it is a
8 party; or (c) served with any other legal process by one not a party to this action, seeking
9 information designated as "Confidential" pursuant to this Order, the subpoenaed party shall: (i)
10 promptly give written notice, by hand or facsimile transmission, within forty-eight (48) hours of
11 receipt of such subpoena, request, demand, or legal process to the party that produced or
12 designated the material as "Confidential" (ii) decline to produce such material unless otherwise
13 ordered by a court or other tribunal or body with lawful authority to compel disclosure; and (iii)
14 respond to any effort to enforce such subpoena, request, demand, or other legal process by setting
15 forth the existence of this Agreement. The subpoenaed party or anyone else subject to this Order
16 shall be under no obligation to take any other action or measures to preserve the confidentiality of
17 any such information in connection with such subpoena, request, demand, or legal process.
18 Nothing herein shall be construed as requiring the subpoenaed party or anyone else covered by
19 this Order to challenge or appeal any order requiring production of Confidential Information, to
20 subject itself to any penalties for non-compliance with any legal process or order, or to seek any
21 relief from the court.
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25 **V. Miscellaneous**

26 1. The provisions of this Agreement shall not terminate at the resolution of this
27 matter.
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1 2. Within one hundred and twenty (120) days after the final conclusion of this matter
2 documents stamped "Confidential" and all copies of such documents, other than exhibits of
3 record, shall be destroyed or returned to the party who produced the documents and designated
4 them as "Confidential."


5 3. Nothing in this Agreement shall prevent any party or other person from seeking
6 modification of this Agreement or from objecting to discovery that it believes to be otherwise
7 improper. This Agreement, however, shall not be modified absent an order of the court or the
8 written agreement of all the Parties hereto.

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10 DATED this 28th day of March, 2014.

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Debra Jene Patel-Julson
Plaintiff, Pro Se

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ORDER

IT IS SO ORDERED March 31, 2014.



C.W. Hoffman, Jr.
United States Magistrate Judge

4816-0806-3769, v. 1

