

Marquis Aurbach Coffing
 Craig R. Anderson, Esq.
 Nevada Bar No. 6882
 Tye S. Hanseen, Esq.
 Nevada Bar No. 10365
 10001 Park Run Drive
 Las Vegas, Nevada 89145
 Telephone: (702) 382-0711
 Facsimile: (702) 382-5816
 canderson@maclaw.com
 thanseen@maclaw.com
 Attorneys for Defendants
 Hightower, Reyes, and Scott

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RONNIE EDWARDS,

Plaintiff,

Case No.: 2:13-cv-01316-JAD-CWH

vs.

DR. MONDORA, NURSE KATRINA,
 HIGHTOWER, MITCHELL, REYES, SCOTT,
 and DOES1-4,

Defendants.

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED, AGREED AND UNDERSTOOD by Plaintiff Ronnie Edwards ("Plaintiff") and Defendants Hightower, Reyes, and Scott ("LVMPD Defendants"), and Defendants Dr. Raymond Mondora and Katrina Simeon, R.N. ("NaphCare Defendants), as follows:

1. Discovery in the above-entitled action may involve documents, photographs, video, or other information of a proprietary and non-public nature, and that the parties consider confidential or highly confidential.

2. Pursuant to FRCP 26(c), good cause exists for the issuance of a protective order governing the handling of certain documents, photographs, video, or other information.

3. This Order shall be applicable to and govern all confidential or highly confidential information in any form (including without limitation information contained in or on any

1 tangible thing) produced or disclosed by or on behalf of the LVMPD Defendants, in connection
2 with this Case No. 2:13-cv-01316-JAD-CWH ("Action").

3 4. The following definitions shall apply:

4 a. "CONFIDENTIAL INFORMATION" shall mean documents, photographs,
5 video, or other information designated as "CONFIDENTIAL" by a
6 Producing Party, who in good faith believes the documents, photographs,
7 video, or other information constitutes or include proprietary or non-public
8 information that: (i) is used by the party in, or pertaining to, its business;
9 (ii) is not generally known by the general public; and (iii) the party
10 normally would not reveal to third parties or, if disclosed, would require
11 such third parties to maintain in confidence.

12 b. "HIGHLY CONFIDENTIAL INFORMATION" shall mean documents,
13 photographs, video, or other information designated thereon as "HIGHLY
14 CONFIDENTIAL" by a Producing Party, who in good faith believes the
15 documents, photographs, video, or other information are particularly or
16 especially sensitive and confidential that the Producing Party has and other
17 discovery materials which the Producing Party considers so sensitive or
18 confidential that added protections are warranted.

19 c. "Producing Party" shall mean the parties, person or entity producing
20 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
21 INFORMATION or giving testimony in this Action regarding or relating
22 to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
23 INFORMATION which has been designated as CONFIDENTIAL or
24 HIGHLY CONFIDENTIAL subject to this Protective Order.

25 d. "Recipient" shall mean the party, person or entity who has agreed in writing to
26 be subject to this Protective Order to whom the Producing Party makes
27 available CONFIDENTIAL INFORMATION or HIGHLY
28

CONFIDENTIAL INFORMATION. Recipient shall include those persons or entities identified in Sections 7 and 8.

e. "Disclose" shall mean the transfer or delivery to a party, person or entity of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, permitting the inspection or review of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, or communicating the contents of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION.

5. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be used by the parties in this Action solely for the purpose of this Action, and not for any other purpose whatsoever.

6. It is the intention of the parties that the designation of documents, photographs, video, or other information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" be used narrowly, and with the most limited use possible.

7. Information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," and any copies, excerpts or summaries thereof, and any further information derived therefrom, shall not be revealed, disclosed or otherwise made known to persons other than those specified below or in any manner other than as specified below:

a. *The Court*—Any party may disclose and submit CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to the Court, including all persons employed by the Court. Any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, and information derived therefrom, which are filed with the Court shall be filed in accordance with Paragraph 13 of this Stipulated Protective Order.

b. *Outside Counsel*—CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION may be disclosed to outside counsel

1 for the parties in this action, including counsel's employees and outside
2 contractors used to perform clerical functions.

3 c. *Receiving Parties*—CONFIDENTIAL INFORMATION may be disclosed
4 (1) to in-house counsel and (2) to other employees of a Receiving Party
5 whose participation in the prosecution or defense of the action, is
6 necessary in the good faith assessment of counsel for the Receiving Party.

7 d. *Expert Witnesses*—CONFIDENTIAL INFORMATION and HIGHLY
8 CONFIDENTIAL INFORMATION may be disclosed to outside experts
9 retained to work on this action, including employees of such experts and
10 persons providing clerical or support services. The parties agree that
11 before any HIGHLY CONFIDENTIAL INFORMATION is provided to
12 an expert witness, the Receiving Party must obtain written consent from
13 the Producing Party, which consent will not be unreasonably refused. The
14 parties agree that such persons shall agree in writing in a form
15 substantially similar to **Exhibit "A"** attached hereto in advance of
16 receiving any HIGHLY CONFIDENTIAL INFORMATION to be subject
17 to its terms.

18 e. *Employees And Former Employees Of The Producing Party*—
19 CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL
20 INFORMATION of the Producing Party may be disclosed by the
21 Receiving Party during any deposition in this action or at trial of the action
22 to any employee of the Producing Party or its affiliates and any former
23 employee of the Producing Party or its affiliates who was employed by the
24 Producing Party or its affiliates (1) on the date the document was prepared
25 or dated, or (2) on the dates to which the information relates. Such
26 information may also be disclosed to any attorney representing such
27 person at his or her deposition. The parties agree that before any
28 HIGHLY CONFIDENTIAL INFORMATION is disclosed to any

1 employees of the Producing Party pursuant to this paragraph, the
2 Receiving Party must obtain written consent from the Producing Party,
3 which consent will not be unreasonably refused.

4 f. *Non-parties*—CONFIDENTIAL INFORMATION may be disclosed
5 during any deposition in the action or at trial of the actions to a non-party
6 witness (and any attorney representing such person at his or her
7 deposition).

8 g. *Court Reporters*—CONFIDENTIAL INFORMATION and HIGHLY
9 CONFIDENTIAL INFORMATION may be disclosed to court reporters
10 rendering court reporting services for depositions or the trial in the Civil
11 Actions, including the employees of such court reporters.

12 8. Recipients are prohibited from disclosing CONFIDENTIAL INFORMATION or
13 HIGHLY CONFIDENTIAL INFORMATION except as permitted by this Protective Order.

14 9. Recipients of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
15 INFORMATION hereby agree to be subject to the jurisdiction of this Court for the purpose of
16 any proceedings relating to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
17 INFORMATION protected by this Protective Order.

18 10. The Recipient of any CONFIDENTIAL INFORMATION or HIGHLY
19 CONFIDENTIAL INFORMATION shall maintain such information in a secure and safe area
20 and shall exercise the same standard of due and proper care with respect to the storage, custody,
21 use and/or dissemination of such information as is exercised by the recipient with respect to its
22 own proprietary information.

23 11. In the event any Recipient to whom CONFIDENTIAL INFORMATION or
24 HIGHLY CONFIDENTIAL INFORMATION has been disclosed is no longer involved in this
25 Action, said Recipient shall return all CONFIDENTIAL INFORMATION and/or HIGHLY
26 CONFIDENTIAL INFORMATION to the Producing Party. The Recipient shall remain subject
27 to the provisions of this Protective Order.
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12. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be designated as such by the Producing Party as follows:

f. *Documents (including documents or information included in discovery responses)*—Documents shall be designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by placing or affixing on the document, or on a label associated with the document, in a manner that will not interfere with its legibility, the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” A Designation on the first page of the document is sufficient to bring the entire documents within the scope of this Order.

g. *Non-documentary information*—In the event any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is disclosed by a Producing Party in electronic, photographic or other non-documentary form, the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” designation shall be placed on the jacket, cover or container in which the non-documentary CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is produced. The Recipient shall maintain the non-documentary CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION in the marked jacket, cover or container, and shall in good faith take such steps necessary to ensure that the non-documentary CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is not disclosed except as provided in this Protective Order.

h. *Testimony*—The Producing Party may designate testimony or exhibits as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by making a statement to that effect on the record when the testimony is given or by identifying, by reference to pages and lines,

1 the portions of the transcript that reflect CONFIDENTIAL
2 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION. In
3 addition, corrections, additions, or deletions to portions of a transcript that
4 the designating party wishes to designate as CONFIDENTIAL
5 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION may
6 be identified by page and line references. Designations made after a
7 deposition shall be made by written notice served on all counsel of record.
8 For thirty days after the receipt, the entire transcript of any deposition
9 shall be treated as CONFIDENTIAL INFORMATION, except that any
10 portions of testimony designated HIGHLY CONFIDENTIAL
11 INFORMATION at the time of and during the deposition shall be treated
12 as such. If testimony is designated as CONFIDENTIAL INFORMATION
13 or HIGHLY CONFIDENTIAL INFORMATION, the parties' counsel and
14 the court reporter who transcribes the deposition testimony shall make
15 reasonable arrangements to maintain the confidentiality of any deposition
16 testimony or exhibits designated as CONFIDENTIAL INFORMATION or
17 HIGHLY CONFIDENTIAL INFORMATION in accordance with the
18 terms of this Order.¹ These arrangements may include the marking of
19 transcript pages, covers or exhibits, and other measures to preclude the
20 disclosure of CONFIDENTIAL INFORMATION or HIGHLY
21 CONFIDENTIAL INFORMATION to other than qualified persons.

- 22 i. In the event that documents, photographs, video, or other information that
23 may contain CONFIDENTIAL INFORMATION or HIGHLY
24 CONFIDENTIAL INFORMATION are made available for inspection,
25 upon prior written notice by the Producing Party, the party inspecting the
26 documents and/or information shall treat all documents and information

27 ¹ This does not apply to proceedings that the Court recorder records and transcribes.
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1 produced as CONFIDENTIAL INFORMATION or HIGHLY
2 CONFIDENTIAL INFORMATION until selected copies are furnished.
3 There will be no waiver of confidentiality by the inspecting of
4 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
5 INFORMATION before it is copied and marked "CONFIDENTIAL" or
6 "HIGHLY CONFIDENTIAL."

7 j. A Producing Party shall mark as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL" any CONFIDENTIAL INFORMATION or HIGHLY
9 CONFIDENTIAL INFORMATION prior to or contemporaneously with
10 production and delivery of copies to the Recipient. Unless designated as
11 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
12 INFORMATION, all documents, photographs, video, or other information
13 produced shall be considered non-confidential after production.

14 k. In the event that a Producing Party determines that documents, photographs,
15 video, or other information delivered to a Recipient were inadvertently
16 produced and not designated as CONFIDENTIAL INFORMATION or
17 HIGHLY CONFIDENTIAL INFORMATION, the Producing Party shall
18 provide notice in writing to the Recipient, and the Recipient shall mark as
19 CONFIDENTIAL or HIGHLY CONFIDENTIAL those documents,
20 photographs, video, or other information identified, which shall be deemed
21 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
22 INFORMATION and the Recipient shall treat that information in
23 accordance with this Protective Order from and after the date of receipt of
24 written notice.

25 1. Any Producing Party's inadvertent or unintentional failure to designate
26 documents, photographs, video, or other information as CONFIDENTIAL
27 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall
28 not be deemed a waiver in whole or in part of that Producing Party's claim

1 of confidentiality, so long as the Producing Party provides the written
2 notification discussed in "f." above within a reasonable time after learning
3 that the confidential information was inadvertently or unintentionally
4 produced without an appropriate confidentiality designation.

5 13. In the event a party designates as CONFIDENTIAL or HIGHLY
6 CONFIDENTIAL any information disclosed or discussed in the course of a deposition, the
7 reporter for the deposition shall be directed that questions, answers, colloquy, and exhibits
8 referring or relating to any such CONFIDENTIAL INFORMATION or HIGHLY
9 CONFIDENTIAL INFORMATION shall be placed in a separate volume labeled so as to reflect
10 the confidentiality of the material contained therein.

11 14. In the event any party deposing a witness wishes to show or disclose
12 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to a non-
13 party witness, or a witness not qualified under this Protective Order to receive such information,
14 the party shall not disclose the CONFIDENTIAL INFORMATION or HIGHLY
15 CONFIDENTIAL INFORMATION to the witness until such CONFIDENTIAL
16 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION has been shown or disclosed
17 to the attorney representing the Producing Party. The attorney representing the Producing Party
18 shall have a reasonable opportunity at the deposition to review the CONFIDENTIAL
19 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION and to object on the record to
20 its disclosure to the witness. In the event such an objection is interposed, the witness to whom
21 the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION will
22 be disclosed, and any persons attending the deposition who are not identified in paragraph 7 or 8
23 hereof, shall be first required to consent to and abide by the terms of this Protective Order before
24 the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION may
25 be disclosed. Should any person in the deposition refuse to consent to and abide by the terms of
26 this Protective Order, then he or she shall leave the deposition room until the conclusion of the
27 questioning concerning the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
28 INFORMATION, and shall not be entitled to receive copies of any CONFIDENTIAL

1 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION or portions of the transcript
2 relating to the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
3 INFORMATION absent further order of this Court. This procedure applies in the case of all
4 depositions conducted in this Action, whether conducted within or outside the State of Nevada.

5 15. If any portion of a deposition transcript is filed and contains CONFIDENTIAL
6 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, that portion of the transcript
7 shall bear the appropriate legend on the caption page and shall be filed under seal.

8 16. A Recipient shall not be obligated to challenge the propriety of any
9 CONFIDENTIAL or HIGHLY CONFIDENTIAL designation when made, and failure to do so
10 shall not preclude a subsequent challenge thereto. In the event any party objects at any stage of
11 these proceedings to a CONFIDENTIAL or HIGHLY CONFIDENTIAL designation, such party
12 shall notify the Producing Party of its objection in writing specifically setting forth the objection.
13 If the parties are unable to resolve their dispute after making good faith attempts to do so, the
14 party challenging the designation may request appropriate relief from the Court, provided ten
15 days have passed since the Producing Party was first notified of the dispute. During the notice
16 period, the objecting party shall confer in-person or via telephone with the Producing Party in a
17 good faith effort to resolve the dispute. The objecting party's failure to meet and confer shall be
18 dispositive of the objecting party's right to further challenge, until it satisfies the meet and confer
19 standard and requirements, the propriety of any CONFIDENTIAL or HIGHLY
20 CONFIDENTIAL designation. The burden of proving information has been properly designated
21 as CONFIDENTIAL or HIGHLY CONFIDENTIAL is on the Producing Party.

22 17. Nothing in this Protective Order shall be construed as an admission or agreement
23 that any specific document or information is or is not confidential or is or is not otherwise
24 subject to discovery or is admissible in evidence. Nothing in this Protective Order shall be
25 deemed a waiver of any party's rights to oppose production of any information or documents for
26 any reason other than the confidentiality of such information or documents. All documents and
27 things designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be used only for
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1 purposes of this proceeding or for dealing with any claim or controversy that is or shall be the
2 subject of this proceeding.

3 18. Use of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
4 INFORMATION in any Court proceeding shall not, without further order of the Court, cause
5 such information to lose its CONFIDENTIAL or HIGHLY CONFIDENTIAL status. The parties
6 shall take all steps reasonably required to protect the confidentiality of such information during
7 such use.

8 19. The restrictions provided for herein shall not terminate upon the conclusion of this
9 Action but shall continue until further order of this Court; provided, however, that this Protective
10 Order shall not be construed: (i) to prevent any party or its counsel from making use of
11 information which was lawfully in its possession prior to its disclosure by the Producing Party;
12 (ii) to apply to information which appears in printed publications or becomes publicly known
13 through no fault of any party or its counsel; or (iii) to apply to information which any party or its
14 counsel has lawfully obtained since disclosure by the Producing Party, or shall thereafter
15 lawfully obtain, from a third party having the right to disclose such information.

16 20. Nothing in this Order shall preclude any party to the lawsuit or its attorneys from:
17 (i) showing a document or information designated as CONFIDENTIAL or HIGHLY
18 CONFIDENTIAL to an individual who either prepared or reviewed the document or information
19 prior to the filing of this Action; or (ii) disclosing or using, in any manner or for any purpose,
20 any information or documents from the party's own files which the party itself has designated as
21 CONFIDENTIAL or HIGHLY CONFIDENTIAL.

22 21. Upon final determination of the above-captioned proceeding, including all
23 appeals, except as provided herein below, all documents, photographs, video, or other
24 information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL which are in the
25 possession of any Recipient shall be destroyed or returned to counsel of record for the Producing
26 Party, and all persons who have had access to or possession of the CONFIDENTIAL
27 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall certify that they have
28 either destroyed such material and all copies thereof or returned all such information and all

1 copies thereof to the Producing Party. Notwithstanding any of the foregoing, outside counsel
2 shall be entitled to keep their copies of pleadings and other papers submitted to the Court.

3 22. This Protective Order may be modified only by stipulation of the parties so
4 ordered by the Court or by other Order of the Court.

5 23. Parties later joined to this Action or not signing this Order shall not be entitled to
6 receive or review anything designated CONFIDENTIAL or HIGHLY CONFIDENTIAL under
7 the terms of this Order until and unless they sign and agree to the terms of this Order.

8 24. In the event a Recipient who has received CONFIDENTIAL or HIGHLY
9 CONFIDENTIAL subject to this Order is: (a) subpoenaed in another action; (b) served with a
10 demand in another action to which the person is a party; or (c) served with any other legal
11 process by one not a party to this action, that seeks CONFIDENTIAL or HIGHLY
12 CONFIDENTIAL, he, she, or it shall give prompt written notice of the receipt of such subpoena,
13 demand or other legal process to the designating party and its counsel, and upon request, shall
14 reasonably cooperate with the designating party in its efforts to protect the CONFIDENTIAL or
15 HIGHLY CONFIDENTIAL designated information from disclosure.

16 25. This Protective Order shall apply to pretrial proceedings and discovery only. The
17 Court will establish separately any necessary procedures for handling CONFIDENTIAL
18 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION during the trial of this
19 matter. The District Court Judge designated to hear discovery matters in this action may hear
20 and decide all matters arising under this Order.

21 26. Special Order 109 of the United States District Court for the District of Nevada
22 requires the Clerk of the Court to maintain the official files for all cases filed on or after November
23 7, 2005, in electronic form. The electronic record constitutes the official record of the court.
24 Attorneys must file documents under seal using the court's electronic filing procedures. See LR
25 10-5(b). That rule provides:

26 Unless otherwise permitted by statute, rule or prior Court order, papers filed with
27 the Court under seal shall be accompanied by a motion for leave to file those
28 documents under seal, and shall be filed in accordance with the Court's electronic
filing procedures. If papers are filed under seal pursuant to prior Court order, the
papers shall bear the following notation on the first page, directly under the case

To justify the sealing of discovery materials attached to non-dispositive motions, a particularized showing of good cause is required. Id. at 1180. To justify the sealing of discovery materials attached to dispositive motions or used at trial, however, a higher threshold is required: a particularized showing that *compelling reasons* support secrecy. Id. “A ‘good cause’ showing will not, without more, satisfy a ‘compelling reasons’ test.” Id. When private discovery materials are attached to a dispositive motion (or response or reply) or used at trial, such materials become a part of a judicial record, and as such “are public documents almost by definition, and the public is entitled to access by default.” Id.

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28. The parties shall comply with the requirements of Local Rule 10-5(b) and the Ninth Circuit's decision in Kamakana, 447 F.3d 1172, with respect to any documents filed under seal or used at trial.

DATED this 11 day of June, 2015.

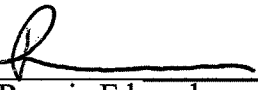
DATED this 11 day of June, 2015.

**ALVERSON, TAYLOR, MORTENSEN MARQUIS AURBACH COFFING
AND SANDERS**

By: /s/ Seetal Tejura
Seetal Tejura, Esq.
Nevada Bar No. 8284
7401 W. Charleston Boulevard
Las Vegas, Nevada 89117
*Attorneys for Defendants
Dr. Raymond Mondora and
Katrina Simeon, R.N.*

By: /s/ Tye S. Hanseen
Craig R. Anderson, Esq.
Nevada Bar No. 6882
Tye S. Hanseen, Esq.
Nevada Bar No. 10365
10001 Park Run Drive
Las Vegas, Nevada 89145
*Attorneys for Defendants
Hightower, Reyes, and Scott*

DATED this 11 day of June, 2015.

By: 
Ronnie Edwards
Inmate No. 92789
High Desert State Prison
P.O. Box 650
Indian Springs, NV 89070-0650
Plaintiff Pro Se

ORDER

IT IS SO ORDERED.

DATED: June 15, 2015


UNITED STATES DISTRICT MAGISTRATE JUDGE

EXHIBIT A

CONFIDENTIALITY AGREEMENT

I, _____ do hereby acknowledge and agree as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order of which the form of this agreement is an exhibit.

2. I understand the terms of the Stipulated Confidentiality Agreement and Protective Order and agree to be bound by, and to strictly adhere to, all terms and provisions of the Stipulated Confidentiality Agreement and Protective Order.

3. I hereby submit to the jurisdiction of the United States District Court, District of Nevada solely for purpose of enforcement of the Stipulation and Protective Order and this Agreement.

DATED: _____, 2015

Signature

Name

Address

Telephone Number