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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 GARY HERNANDEZ, and individual,
10 Plaintiff,
vs
11 TRADE SHOW SERVICES LTD; a
12 corporation; LESLIE BRUNO, an
13 individual; EMPLOYEE(S)/AGENTS
DOES 1-10; and ROW CORPORATIONS
14 11-20, inclusive,
Defendants.

Case No.: 2:13-cv-02187-RCJ-NJK

STIPULATED PROTECTIVE ORDER

**AS AMENDED,
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16 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Gary
17 Hernandez ("Plaintiff"), through his attorneys of record, Gabroy Law Offices, and Defendants
18 Trade Show Services, Ltd and Leslie Bruno ("Defendants"), through their attorneys, Fisher &
19 Phillips, LLP, that the following Protective Order shall govern this case:

20 1. This Protective Order governs the treatment of documents, depositions and
21 deposition exhibits, interrogatory answers, responses to requests to admit and other written,
22 recorded or graphic matter ("discovery material") produced by or obtained from any party or
23 non-party (the "producing person") in this action that is designated confidential by a party in
24 accordance with the procedures set forth below.

25 2. Any party may designate as "Confidential" any discovery material that the party
26 believes in good faith contains information of a non-public nature that is considered by the party
27 to be commercially or personally sensitive or proprietary. All discovery designated as
28

1 “Confidential” and all information contained therein shall be referred to in this Protective Order
2 as “Confidential Discovery Material” and shall be handled in strict accordance with the terms
3 and conditions of this Protective Order.

4 3. Confidential Discovery Material shall be used only for the prosecution and/or
5 defense of this action or any appeal therefrom, and for no other purpose. Confidential Discovery
6 Material may be disclosed only under the circumstances and to the persons specifically provided
7 for in this Protective Order or in subsequent court orders, or with the prior written consent of the
8 party or parties not making the disclosure with the respect to specifically identified Confidential
9 Discovery Material.
10

11 4. Confidential Discovery Material shall be designated as follows:

12 a. A document containing Confidential Discovery Material shall be so
13 designated by marking or stamping “Confidential” on those pages deemed to contain
14 Confidential Discovery Material.
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16 b. Any party may, on the record of a deposition, or within twenty business
17 days after receipt of the transcript of such deposition, designate any portion or portions of a
18 deposition as “Confidential” under the terms of this Protective Order. During the twenty
19 business days following receipt of such deposition transcript, the entire deposition transcript
20 shall be treated as “Confidential” unless otherwise specified in writing or on the record of the
21 deposition by the designating party.
22

23 5. The parties shall have thirty (30) days from the date that this Protective Order is
24 entered by the Court to designate previously-produced materials as “Confidential Discovery
25 Material.” In such event, a party objecting to the designation of confidentiality shall proceed as
26 set forth in paragraph 6.
27
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1 6. All parties receiving material designated Confidential Discovery Material shall
2 have fourteen (14) days from receipt to object to the confidentiality designation. The objecting
3 party shall set forth the reasons in writing to the designating party. Should the designating party
4 continue to assert that the materials are subject to Confidential Discovery Material designation,
5 then the objecting party may make a motion to this Court to have the Confidential Discovery
6 Material at issue undesignated as such. All persons receiving Confidential Discovery Material
7 shall take all steps reasonably necessary to prevent the disclosure of Confidential Discovery
8 Material to anyone other than the persons identified in paragraph 7 below.

10 7. Confidential Discovery Material shall not be disclosed to anyone other than the
11 following persons, subject to the requirements of Paragraph 8:

12 a. The parties to these proceedings; provided, however, that where a party is
13 a corporation, partnership, or governmental entity, Confidential Discovery Material may be
14 disclosed only to such party's officers, directors, partners and employees who are actively
15 involved in preparing for and conducting the litigation or settlement negotiations in these
16 proceedings or who authored, received or otherwise were involved in the substance of the
17 matters set forth in the Confidential Discovery Material.

19 b. Inside and outside counsel to the parties to these proceedings, including
20 partners associates, paralegals and employees of such counsel;

22 c. Clerical and data processing personnel involved in the production,
23 reproduction, organization, filing, coding, cataloging, converting, storing, retrieving, and review
24 of Confidential Discovery Material, to the extent reasonably necessary to assist a party or its
25 counsel in these proceedings;

1 d. Outside consultants or experts retained for the purpose of assisting counsel
2 in these proceedings, but only such Confidential Discovery Material as is reasonably relevant to
3 the subject matter on which they are testifying or consulting.

4 e. Non-parties (other than those described in other subsections of this
5 paragraph 7):

6 i. Who have knowledge about the subject matter of the particular
7 Confidential Discovery Material shown to them, or who authored or received the Confidential
8 Discovery Material shown to them; or

9 ii. During any non-party's preparation for testifying at a deposition,
10 hearing or trial in this proceeding to the extent the Confidential Discovery Material shown to the
11 non-party, or its content, is reasonably likely to be part of the non-party's testimony, either
12 during direct or cross-examination;

13 iii. At a deposition, hearing or trial in the presence of all counsel or
14 with the prior written consent of counsel for the party not making the disclosure;

15 f. Court officials involved in this proceeding;

16 g. Court reporting personnel involved in taking or transcribing testimony in
17 these proceedings;

18 h. Personnel involved in the administration of any document depository that
19 may be established in connection with these proceedings; and

20 i. Any person that the Court in these proceedings designates in the interest of
21 justice, upon terms that the Court deems proper.

22 8. No person other than those in paragraph 7(b) may disclose any Confidential
23 Discovery Material or the content thereof to any other person or entity other than in connection
24 with giving testimony in this proceeding at a deposition, hearing or trial. No disclosure of
25

1 Confidential Discovery Material shall be made to any of the persons in paragraphs 7(c), (d) or
2 (e)(i) and (ii) unless and until such persons have been provided with a copy of this Protective
3 Order and have executed documentation indicating they will comply with its provisions and been
4 informed that the witness may be held in contempt of Court and subject to monetary sanctions or
5 other consequences for failing to comply with this Protective Order. The persons in paragraphs
6 7(c) and (e) will not be allowed to retain copies of Confidential Discovery Material.

7
8 9. Any Confidential ~~See order issued~~ filed with the Court, and any
9 ~~concurrently herewith~~
10 pleading, motion or other paper ~~_____ Confidential Discovery Material,~~
11 shall be filed in a sealed envelope marked with the caption of this action and a notice
12 substantially as follows: “CONFIDENTIAL – SUBJECT TO COURT ORDER”. Moreover, if
13 any portion of a document that contains Confidential Discovery Material is quoted or
14 paraphrased in a pleading, motion or other paper filed with the Court, then the text of such
15 document shall also be filed under seal. This provision shall not apply to pleading or other filing
16 filed with the Court prior to the execution of this Protective Order, unless the Court orders
17 otherwise.

18 10. Inadvertent production of any information, document or thing without its being
19 marked “Confidential” shall not itself be deemed a waiver of any claim of confidentiality as to
20 such matter, and the same may thereafter be corrected by supplemental written notice, said notice
21 to be served on all other parties within thirty (30) days of the discovery of the inadvertent
22 production.

23
24 11. This Protective Order shall not otherwise limit the right of a producing person to
25 use or disclose that producing person’s Confidential Discovery Material.

26 12. After the termination of this proceeding, this Protective Order shall continue to be
27 binding upon the parties hereto, and upon all persons to whom Confidential Discovery Material
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1 has been disclosed or communicated, and this Court shall retain jurisdiction over the parties for
2 enforcement of the provisions of this Protective Order.

3 13. Within 45 days after the conclusion of this litigation, all Confidential Discovery
4 Material supplied by a producing person and all copies thereof (including, without limitation,
5 copies provided to testifying or consulting experts) shall be returned to the producing a person
6 or, in the alternative, destroyed and certified to the producing person to have been destroyed.
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8 14. Nothing in this Protective Order shall be construed to preclude a party from
9 seeking a further protective order for any particularly sensitive information as to which such
10 party believes that this Protective Order is insufficiently protective.

11 15. If information subject to a claim of attorney-client privilege, attorney work
12 product or any other ground on which production of such information should not be made to any
13 party is nevertheless inadvertently produced to such party or parties, such production shall in no
14 way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work
15 product or other ground for withholding production to which the producing person otherwise
16 would be entitled. If a claim of inadvertent production is made pursuant to this paragraph with
17 respect to information then in custody of another party, such party shall promptly return to the
18 producing person that material as to which the claim of inadvertent production has been made,
19 and the receiving party shall not copy, reproduce or use such information for any purpose until
20 further order of the Court. The party returning such material may then move the Court for an
21 order compelling production of the material, but said motion shall not assert as a ground for
22 entering such an order the fact or circumstance of inadvertent production.
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25 16. In the event that Confidential Discovery Material is used in any court proceeding
26 in this action or any appeal therefrom, said Confidential Discovery Material shall not lose its
27 status as Confidential Discovery Material because of such use. Counsel shall confer concerning
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1 the necessary procedures to protect the confidentiality of any such document, information or
2 transcript used during the course of any court proceeding.

3 17. If any person receiving documents covered by this Protective Order is subpoenaed
4 in another action, served with a demand in another action to which it is a party, or served with
5 any other legal process by a person not a party to this litigation seeking Confidential Discovery
6 Material produced in this action by someone other than the receiving person, the receiving
7 person shall give prompt actual written notice by hand or facsimile, and in no event later than
8 five (5) business days after the receipt of such subpoena, demand or legal process, to the person
9 or entity that produced the Confidential Discovery Material. Nothing herein shall be construed
10 as requiring anyone covered by this Protective Order to challenge or appeal any order requiring
11 production of Confidential Discovery Material, to subject itself to any penalties for
12 noncompliance with any legal process or order, or to seek relief from this Court.

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15 18. The parties may by written consent modify the terms of this Protective

16 **IT IS HEREBY STIPULATED AND AGREED**

17 DATED this 6th day of June, 2014.

18 GABROY LAW OFFICES

FISHER & PHILLIPS LLP

19
20 By: /s/ Christian Gabroy, Esq.
21 Christian Gabroy, Esq.
22 Nevada Bar No. 8805
Attorneys for Plaintiff

By: /s/ David B. Dornak, Esq.
David Dornak, Esq.
Nevada Bar No. 6274
Attorneys for Defendants

23 **IT IS SO ORDERED**

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UNITED STATES MAGISTRATE JUDGE
Dated: June 9, 2014