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7 *Attorneys for Defendants, Counterclaimants, and*
8 *Crossclaimants, Philip Brewer and Summer Bay*
9 *Resorts Crown Club, LLC; and Plaintiff in*
10 *Intervention Summer Bay Sales and Marketing,*
11 *L.C.*

12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14
15 BLUE MOON MARKETING, LLC.,
16
17 Plaintiff,

CASE NO. 2:13-cv-2238-JAD-GWF

18 vs.

**STIPULATED PROTECTIVE
ORDER**

18 SCOTT MATTHEWS, an individual; TRAVEL
19 EXCURSION NETWORK, LLC, a Florida
20 limited-liability company; 4 STAR
21 HOLDINGS, LLC, a Florida Limited Liability
22 Company; ALLAN R. LEFFLER, an
23 individual; TRACY L. LEFFLER, an
24 individual; PRESTIGE TRAVEL SYSTEMS,
25 INC., a Florida corporation; RON LASCALA,
26 an individual; SUMMER BAY RESORTS
27 CROWN CLUB, LLC, a Florida limited
28 liability company; PHILLIP BREWER, an
individual; WESTGATE RESORTS, LTD., a
Florida limited partnership; WESTGATE
RESORTS, L.L.C., a Florida limited-liability
company; WESTGATE RESORTS, INC., a
Florida corporation; RW ADVERTISING,
INC., an Illinois corporation; REVENUE
FRONTIER, LLC, a California foreign limited-
liability company; CALL SERVICES
INTERNATIONAL, LLC, a Florida Limited

1 Liability Company; and DOES 1-10, inclusive,
2 Defendants.

3 SUMMER BAY SALES AND MARKETING,
4 LC, a Florida limited liability company,

5 Intervenor,

6 vs.

7 BLUE MOON MARKETING, LLC; SCOTT
8 R. MATTHEWS, an individual; TRAVEL
9 SHOPPING NETWORK, LLC; BRIAN
10 MACGREGOR, an individual,

11 Defendants.

12 AND RELATED CLAIMS

13 IT is STIPULATED AND AGREED by and between the parties, acting through their
14 counsel, pursuant to FRCP 26(c) and LR 16.1-4. as follows:

15 1. Disclosure and discovery activity in this action are likely to involve production of
16 confidential, proprietary or private information for which special protection from public
17 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
18 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
19 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
20 protections on all disclosures or responses to discovery and that the protection it affords from
21 public disclosure and use extends only to the limited information or items that are entitled to
22 confidential treatment under the applicable legal principles.

23 2. The parties may designate as confidential any document or evidence produced in
24 discovery which relates in any manner to non-public information that a party alleges is
25 confidential, private, proprietary or trade secret material. Such designation shall occur by
26 stamping "CONFIDENTIAL" to each page that contains protected material.

27 3. Documents designated confidential pursuant to paragraph 1 may be distributed
28 only to (a) a party or counsel of record for the parties and by them to their staffs; (b) deponents
during the course of their depositions; (c) deposition notaries and their staff; (d) a party's
retained experts; and, (e) professional vendors i.e. persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium) and their
3 employees and subcontractors.

4 4. Documents designated confidential pursuant to paragraph 2 and disclosed to
5 persons described in paragraph 3 shall be treated by them as confidential, for use solely in this
6 lawsuit. Such documents, or the contents thereof, shall not be disclosed to anyone to whom
7 access to such documents is not permitted under paragraph 3. Documents designated confidential
8 may be used by them solely in this litigation, and for not for any other purpose.

9 5. No copies of documents designated confidential shall be made except by a party's
10 counsel of record. Any counsel making or causing to be made copies of confidential documents
11 shall maintain all copies within his/her possession or within the possession of those entitled to
12 access to confidential documents under paragraph 3.

13 6. Prior to dissemination of documents designated confidential or the contents
14 thereof to a person described in paragraph 3, that person shall:

- 15 (i) Be advised by counsel making such dissemination of the terms of this Stipulation
16 and Protective Order;
- 17 (ii) Read this Stipulation and Protective Order; and
- 18 (iii) Sign the "Acknowledgement and Agreement to Be Bound" that is attached hereto
19 as Exhibit A thereby becoming subject to this Stipulation and Protective Order.

20 7. Any brief, memorandum, or other document submitted to the Court by a party that
21 discloses information contained in a confidential document shall be filed under seal, unless
22 otherwise ordered by the Court.

23 8. To the extent that documents designated confidential are used as deposition
24 exhibits or are referred to in the course of depositions, that portion of the transcript of such
25 depositions shall be treated as confidential and shall be filed under seal.

26 9. If any party intends to offer into evidence or otherwise disclose in open court any
27 document designated confidential, counsel for the proponent shall give reasonable notice of such
28 intention to the party that designated the document as confidential, who may take such steps as

1 are reasonably necessary and approved by the Court to preserve the confidentiality of such
2 document.

3 10. The inadvertent production by any party in the course of discovery of a document
4 subject to a claim of attorney client privilege, work product, or other statutory or court-ordered
5 confidentiality, will not result in a waiver of any of the foregoing protections in these or any
6 other proceedings, for the produced document.

7 CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 11. Timing of Challenges. Any party may challenge a designation of confidentiality
9 at any time.

10 12. Meet and Confer. The challenging party shall initiate the dispute resolution
11 process by providing written notice of each designation it is challenging and describing the basis
12 for each challenge. The parties shall attempt to resolve each challenge in good faith and must
13 begin the process by conferring directly

14 13. Judicial Intervention. If the Parties cannot resolve a challenge without court
15 intervention, the designating party may file and serve a motion to retain confidentiality or the
16 challenging party may file a motion challenging a confidentiality designation. All parties shall
17 continue to afford the material in question the level of protection to which it is entitled under the
18 producing party's designation until the Court rules on the challenge.

19 FINAL DISPOSITION

20 14. At the final disposition of this action, counsel has the option to return to the
21 producing party or destroy any and all copies of confidential documents, notes, extracts,
22 summaries, and other materials that contain information derived from documents designated
23 confidential, except as required to be maintained under the lawyer's ethical duties. Final
24 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
25 action, with or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time

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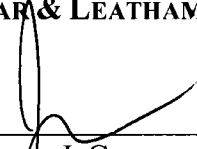
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1 limits for filing any motions or applications for extension of time pursuant to applicable law.

2 DATED this 26 day of March, 2014. DATED this 26th day of March, 2014.

3 **KOLESAR & LEATHAM**

4
5 By: 
6 ROBERT J. CALDWELL, ESQ.
7 Nevada Bar No. 007637
8 JONATHAN D. BLUM, ESQ.
9 400 South Rampart Boulevard,
10 Suite 400
11 Las Vegas, Nevada 89145

By: /s/ Mark S. Braun, Esq.
MARK S. BRAUN, ESQ.
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1600 S. Valley View Blvd., #2132
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*Attorneys for Plaintiff
Blue Moon Marketing, LLC*

12 *Attorneys for Defendants,
13 Counterclaimants, and
14 Crossclaimants, Philip Brewer and
15 Summer Bay Resorts Crown Club,
16 LLC; and Plaintiff in Intervention
17 Summer Bay Sales and Marketing,
18 L.C.*

13 DATED this 26th day of March, 2014.

14 **LAW OFFICES OF CLYDE DEWITT**

15
16 By: /s/ Clyde DeWitt, Esq.
17 CLYDE DEWITT, ESQ.
18 Nevada Bar No. 009791
19 2300 West Sahara Avenue. Suite 800
20 Las Vegas, Nevada 89102-4397

21 *Attorneys for Defendants Scott R.
22 Matthews, Travel Excursion Network,
23 LLC, 4 Star Holdings LLC, Allan R.
24 Leffler, Tracy L. Leffler, Prestige Travel
25 Systems, Inc., Ron LaScala, RW
26 Advertising, Inc. and Call Services
27 International LLC and counterclaimants
28 Scott R. Matthews and Travel Shopping
Network, LLC*

25 **IT IS SO ORDERED**

26 DATED this 27th day of March, 2014.

27 
28 GEORGE FOLEY, JR.
United States Magistrate Judge

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Submitted by:

KOLESAR & LEATHAM

By: 

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*Attorneys for Defendants, Counterclaimants,
and Crossclaimants, Philip Brewer and
Summer Bay Resorts Crown Club, LLC; and
Plaintiff in Intervention Summer Bay Sales
and Marketing, L.C.*

1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full
5 address], declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protected Order that was issued by the United States District Court for the District of
7 Nevada on _____, 2014, in the case of *Blue Moon et al. v. Scott Matthews et al.*,
8 United States District Court, District of Nevada, CASE NO. 2:13-cv-2238-JAD-GW.

9 I agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
12 manner any information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 District of Nevada for the purpose of enforcing the terms of this Stipulated Protective Order,
16 even if such enforcement proceedings occur after termination of this action.

17 Dated: _____

18 City and State where sworn and signed: _____

19
20 Signature: _____

21 Printed name: _____

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