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13 **UNITED STATES DISTRICT COURT**
 14 **FOR THE DISTRICT OF NEVADA**

16 MEDERICK LEE, LESLEE BYRNE,
 17 FRANCISCO ORNELAS-CARRANZA,
 18 JOJIE CLOW, and NERGUI TERBISH,
 Individually, and on Behalf of All Other
 Persons Similarly Situated,

Case No.: 2:14-cv-328-JCM-CWH

19 Plaintiffs,

STIPULATED PROTECTIVE ORDER

20 vs.

21 UNIVERSITY MEDICAL CENTER OF
 22 SOUTHERN NEVADA, a political
 23 subdivision of Clark County, State of
 Nevada,

24 Defendant.

1 In order to protect the confidentiality of confidential information obtained by the parties
2 in connection with this case, the parties hereby agree as follows:

3 1. Any party or non-party may designate as “confidential” (by stamping the relevant
4 page or other otherwise set forth herein) any document or response to discovery which that party
5 or non-party considers in good faith to contain information involving trade secrets, confidential
6 business or financial information, or private information subject to protection under the Federal
7 Rules of Civil Procedure or Nevada law (“Confidential Information”). Where a document or
8 response consists of more than one page, the first page and each page on which confidential
9 information appears shall be so designated.
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11 2. A party or non-party may designate information disclosed during a deposition or
12 in response to written discovery as “confidential” by so indicating in said response or on the
13 record at the deposition and requesting the preparation of a separate transcript of such material.
14 Additionally a party or non-party may designate in writing, within twenty (20) days after receipt
15 of said responses or of the deposition transcript for which the designation is proposed, that
16 specific pages of the transcript and/or specific responses be treated as “confidential” information.
17 Any other party may object to such proposal, in writing or on the record. Upon such objection,
18 the parties shall follow the procedures described in paragraph 8 below. After any designation
19 made according to the procedure set forth in this paragraph, the designated documents or
20 information shall be treated according to the designation until the matter is resolved according to
21 the procedures described in paragraph 8 below, and counsel for all parties shall be responsible
22 for making all previously unmarked copies of the designated material in their possession or
23 control with the specified designation.
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1 3. All information produced or exchanged in the course of this case (other than
2 information that is publicly available) shall be used by the party or parties to whom the
3 information is produced solely for the purpose of this case.

4 4. Except with the prior written consent of other parties, or upon prior order of this
5 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed
6 to any person other than:

7 a. counsel for the respective parties to this litigation, including in-house
8 counsel and co-counsel retained for this litigation;
9

10 b. employees of such counsel;

11 c. individual defendants, class representatives, any officer or employee of a
12 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

13 d. consultants or expert witnesses retained for the prosecution or defense of
14 this litigation, provided that each such person shall execute a copy of the Certification annexed to
15 this Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the
16 Confidential Information and made available for inspection by opposing counsel during the
17 pendency or after the termination of the action only upon good cause shown and upon order of
18 the Court) before being shown or given any Confidential Information and provided that if the
19 party chooses a consultant or expert employed by the University Medical Center of Southern
20 Nevada or one of its competitors, the party shall notify the opposing party, or designating
21 nonparty, before disclosing any Confidential Information to that individual and shall give the
22 opposing party an opportunity to move for a protective order preventing or limiting such
23 disclosure;
24 disclosure;

25 e. any authors or recipients of the Confidential Information;
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1 f. the Court, Court personnel, and court reporters; and

2 g. witnesses (other than persons described in paragraph 4(e)). A witness
3 shall sign the Certification before being shown a confidential document. Confidential
4 Information may be disclosed to a witness who will not sign the Certification only in a
5 deposition at which the party who designated the Confidential Information is represented or has
6 been given notice that Confidential Information shall be designated "Confidential" pursuant to
7 paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain
8 copies.
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10 5. Any persons receiving Confidential Information shall not reveal or discuss such
11 information to or with any person who is not entitled to receive such information, except as set
12 forth herein.

13 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with
14 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
15 documents under seal, and shall be filed consistent with the court's electronic filing procedures in
16 accordance with Local Rule 1 0-5(b). Notwithstanding any agreement among the parties, the
17 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor
18 of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d
19 1172 (9th Cir. 2006).
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21 7. A party may designate as "Confidential" documents or discovery materials
22 produced by a non-party by providing written notice to all parties of the relevant document
23 numbers or other identification within thirty (30) days after receiving such documents or
24 discovery materials. Any party or non-party may voluntarily disclose to others without restriction
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1 any information designated by that party or non-party as confidential, although a document may
2 lose its confidential status if it is made public.

3 8. If a party contends that any material is not entitled to confidential treatment, such
4 party may at any time give written notice to the party or non-party who designated the material.
5 The party or non-party who designated the material shall have twenty-five (25) days from the
6 receipt of such ,written notice to apply to the Court for an order designating the material as
7 confidential. The party or non-party seeking the order has the burden of establishing that the
8 document is entitled to protection.
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10 9. Notwithstanding any challenge to the designation of material as Confidential
11 Information, all documents shall be treated as such and shall be subject to the provisions hereof
12 unless and until one of the following occurs:

13 a. the party or non-party claims that the material is Confidential Information
14 withdraws such designation in writing; or

15 b. the party or non-party who claims that the material is Confidential
16 Information fails to apply to the Court for an order designating the material confidential within
17 the time period specified above after receipt of a written challenge to such designation; or

18 c. the Court rules the material is not confidential.
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20 10. All provisions of this Order restricting the communication or use of Confidential
21 Information shall continue to be binding after the conclusion of this action. unless otherwise
22 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
23 Information, other than that which is contained in pleadings, correspondence, and deposition
24 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion
25 of this action to counsel for the party or non-party who provided such information, or (b) destroy
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1 such documents within the time period upon consent of the party who provided the information
2 and certify in writing within thirty (30) days that the documents have been destroyed.

3 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
4 use of documents at trial.

5 12. Nothing herein shall be deemed to waive any applicable privilege or work product
6 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
7 protected by privilege or work product protection.
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9 13. Any witness or other person, firm or entity from which discovery is sought may
10 be informed of and may obtain the protection of this Order by written advice to the parties'
11 respective counsel or by oral advice at the time of any deposition or similar proceeding.

12 DATED this 21st day of July, 2015.
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15 Dated: July 21, 2015

GLANCY PRONGAY & MURRAY LLP

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Dated: July 21, 2015

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ORDER

IT IS SO ORDERED.

DATED: July 22, 2015


United States Magistrate Judge

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, 2015 in *Lee, et al. v. University Medical Center of Nevada*, United States District Court Case No. 2:14-cv-328-JCM-CWH. I have been given a copy of the Order and have read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom - in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information - including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED this _____ day of _____, 2015.

1 **IT IS SO ORDERED.**

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3 DATED: _____

The Honorable Carl W. Hoffman
United States Magistrate Judge

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