

1 ELSIE B. KAPPLER
2 ALEJANDRO G. ROSENBERG
3 Federal Trade Commission
4 600 Pennsylvania Ave., N.W.
5 CC-9528
6 Washington, DC 20580
7 (202) 326-2466 (Kappler)
8 (202) 326-2698 (Rosenberg)
9 (202) 326-3197 (Fax)
10 Email: ekappler@ftc.gov;
11 arosenberg@ftc.gov
12 Attorneys for Plaintiff Federal Trade Commission

13 STEVEN DILIBERO
14 Dilibero and Associates
15 130 Dorrance Street
16 Providence, RI 02903
17 (401) 621-9700
18 Email: sdilibero@diliberoandassociates.com
19 Attorney for Defendants Crystal Ewing and
20 Classic Productions, LLC

21 RICKI BLACK
22 2603 S.W. 28th Terrace
23 Cape Coral, FL 33913
24 (702) 743-3023
25 ricki.black@ymail.com
26 *Pro Se*

27 NANCY THERESA LORD
28 Nancy Lord, Ltd.
1970 North Leslie Road, #220
Pahrump, NV 89060
(775) 253-0137
(775) 582-1301 (Fax)
Email: nancylordltd@gmail.com
Attorney for Defendants Ronald Boyde and
Shirley Murphy

ANDREW B. LUSTIGMAN
Olshan Frome Wolosky LLC
Park Avenue Tower
65 East 55th Street
New York, NY 10022
(212) 451-2258
(212) 451-2222 (Fax)
Email: alustigman@olshanlaw.com
Attorney for Defendants Health Nutrition
Products, LLC, Howard Raff, and David Raff

26
27
28

1 CHARLES H. MCCREA, JR.
Lionel Sawyer & Collins
2 300 South Fourth Street
Longford East, Building 13
3 Las Vegas, NV 89101
(702) 383-8981
4 Attorney for Defendants Health Nutrition
Products, LLC, Howard Raff, and David Raff
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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF NEVADA**

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9 FEDERAL TRADE COMMISSION,

10 Plaintiff,

11 v.

12 CRYSTAL EWING, et al.

13 Defendants.
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Case No. 2:14-cv-000683-RFB-VCF

**STIPULATED PROTECTIVE
ORDER**

15 The Court enters this protective order pursuant to Fed. R. Civ. P. 26(c).

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17 1. An attorney or party appearing *pro se* marking material as “Confidential
18 Material” certifies in good faith: *first*, that it contains (a) sensitive personal information; (b)
19 sensitive consumer information; or (c) trade secret(s) or other confidential research,
20 development, or commercial information; and *second*, after careful determination, that the
21 material is not reasonably believed to be already in the public domain or otherwise publicly
22 available.

23 2. Notwithstanding any designation to the contrary, no materials that are otherwise
24 available to the public shall be treated as “Confidential.”

25 3. “Sensitive Personal Information” means any (a) Social Security number; (b)
26 sensitive health-related data including medical records; (c) biometric identifier; or (d) any one or
27 more of the following when combined with an individual’s name, address, or phone number: (i)
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1 date of birth, (ii) driver's license or other state identification number, or a foreign equivalent, (iii)
2 military identification number, (iv) passport number, (v) financial institution account number,
3 (vi) credit or debit card number; or (e) other sensitive information relating to an individual
4 entitled to confidential status under applicable law, by order of this Court, or by agreement of the
5 parties.

6 4. "Sensitive Consumer Information" means any consumer's (a) address; (b) phone
7 number; (c) financial institution account number; or (d) credit or debit card number, whether in
8 isolation, in combination with one another, or in combination with a consumer's name.

9 5. All Confidential Material produced or exchanged in the course of this litigation
10 shall be used for the purpose of preparation and trial of this litigation, or any appeal therefrom,
11 and for no other purpose whatsoever, and shall not be disclosed to any person except in
12 accordance with the terms hereof. *Provided, however,* that nothing in this Protective Order shall
13 impose any restrictions on the use or disclosure by the FTC, including its employees, agents,
14 attorneys, and all other parties acting on its behalf, of confidential materials as provided by: (1)
15 the FTC's Rules of Practice and any cases construing them; (2) Sections 6(f) and 21 of the
16 Federal Trade Commission Act and any cases construing them; and (3) any other legal obligation
17 imposed upon the FTC.

18 6. Confidential Material must be designated as follows:

19 (a) Mark paper materials "CONFIDENTIAL-[DESIGNATING PARTY
20 NAME]." If paper material is only confidential in part, mark only the portions of the material
21 that are confidential.

22 (b) Mark electronic materials "CONFIDENTIAL-[DESIGNATING PARTY
23 NAME]" by marking each electronic page or subpart that is confidential. If the electronic
24 material cannot be marked by page or subpart, the designee shall meet and confer with the
25 recipient to determine a means to delineate the confidential material. Also mark the electronic
26 storage medium, as well as any electronic file and folder name "CONFIDENTIAL."
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1 (c) Designate deposition transcripts as Confidential Material within 10 days
2 of receipt of the final transcript by identifying the specific page(s) and line number(s) that are
3 confidential and notifying all parties of same. If testimony is identified as confidential during a
4 deposition, absent agreement on the scope of confidentiality, the entire transcript shall be treated
5 as confidential until the time for designation expires. The 10-day period for designation may be
6 extended by agreement of the parties. Upon being informed that certain portions of a deposition
7 are to be designated as Confidential, all parties shall immediately cause each copy of the
8 transcript in its custody or control to be appropriately marked and limit disclosure of the
9 transcript in accordance with this Order.

10 7. Confidential Material may only be disclosed to:

11 (a) the Court and court personnel;

12 (b) the parties' outside counsel and their employees only to the extent
13 necessary to assist in the litigation;

14 (c) experts, vendors, and contractors consulted or retained by the parties or
15 counsel, and their employees, provided that they agree in writing to abide by this protective order
16 or execute FTC Form X33-Nondisclosure Agreement for Contractors;

17 (d) any person who had prior access to the Confidential Material or
18 participated in a communication that is the subject of the Confidential Material;

19 (e) witnesses, including deponents, and their counsel, provided that they agree
20 in writing to abide by this protective order.

21 8. An inadvertent failure to mark Confidential Material prior to disclosure does not
22 preclude a subsequent designation, but no prior disclosure of newly designated Confidential
23 Material by a recipient shall violate this Order.

24 9. Confidential Material shall only be filed either: (a) redacted through the Court's
25 ECF system; or (b) with a motion to seal the material, unless the party introducing the material
26 provides the designee notice of its intention to publicly file the material at least 14 days in
27 advance of filing to provide an opportunity for the designee to seek further protection from the
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1 Court. If the designee seeks protection within the 14 days, the materials may only be filed with a
2 motion to seal until the Court has ruled on the designee's request; *provided, however*, that the
3 parties shall comply in all regards with Fed. R. Civ. P. 5-2 and Local Rule 10-5.

4 10. At the conclusion of this case, any consultant or other person retained to assist
5 counsel in the preparation of this action shall destroy or return all Confidential Materials and any
6 other materials containing confidential information. All Confidential Materials held by the
7 parties shall be destroyed or returned to the designee, except that the FTC shall retain, return, or
8 destroy Confidential Materials in accordance with Rule 4.12 of the FTC's Rules of Practice.

9 11. This Order shall not deprive any party of its right to object to discovery by any
10 other party or on any otherwise permitted ground. This Order is being entered without prejudice
11 to the right of any party to move the Court for modification or for relief from any of its terms.

12 12. This Order continues to govern Confidential Information after conclusion of the
13 case absent further order of the Court.

14 SO STIPULATED:

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16 */s/ Elsie B. Kappler*

17 _____
18 ELSIE B. KAPPLER
19 ALEJANDRO G. ROSENBERG
20 Federal Trade Commission
21 600 Pennsylvania Ave., NW
22 Maildrop CC-9528
23 Washington, D.C. 20580
24 (202) 326-2466 (Kappler)
25 (202) 326-2698 (Rosenberg)
26 (202) 326-3197 (Fax)
27 Email: ekappler@ftc.gov; arosenberg@ftc.gov
28 Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

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/s/ Steven Dilibero

STEVEN DILIBERO
Dilibero and Associates
130 Dorrance Street
Providence, RI 02903
(401) 621-9700
Email: sdilibero@diliberoandassociates.com
Attorney for Defendants
CRYSTAL EWING AND CLASSIC
PRODUCTIONS, LLC

/s/ Nancy T. Lord

NANCY THERESA LORD
Nancy Lord, Ltd.
1970 North Leslie Road, #220
Pahrump, NV 89060
(775) 253-0137
(775) 582-1301 (Fax)
Email: nancylordltd@gmail.com
Attorney for Defendants
RONALD BOYDE AND SHIRLEY MURPHY

/s/ Ricki Black

RICKI BLACK
2603 S.W. 28th Terrace
Cape Coral, FL 33913
(702) 743-3023
ricki.black@ymail.com
PRO SE

/s/ Andrew B. Lustigman

ANDREW B. LUSTIGMAN
Olshan Frome Wolosky LLC
Park Avenue Tower
65 East 55th Street
New York, NY 10022
212-451-2258
Fax: 212-451-2222
Email: alustigman@olshanlaw.com

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/s/ Charles H. McCrea, Jr.

CHARLES H. MCCREA, JR.
Lionel Sawyer & Collins
300 So. Fourth Street Longford East, Building 13
Las Vegas, NV 89101
702-383-8981
Fax: 702-383-8845
Email: cmccrea@lionelsawyer.com
Attorneys for Defendants
HEALTH NUTRITION PRODUCTS, LLC,
HOWARD RAFF, AND DAVID RAFF

Dated: October 27, 2014

IT IS SO ORDERED:



Cam Ferenbach, United States Magistrate Judge

Dated: 10-27-2014

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CERTIFICATE OF SERVICE

I, Alejandro G. Rosenberg, hereby certify that on this 27th day of October, 2014, I served the foregoing document electronically on all counsel above via CM/ECF, and on Ricki Black via Fedex to 2603 S.W. 28th Terrace, Cape Coral, FL 22913 and email to ricki.black@ymail.com.

/s/ Alejandro G. Rosenberg

Alejandro G. Rosenberg