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12 *Attorneys for Defendant*
 13 SECURITY PLUMBING &
 14 AIR CONDITIONING

15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

17 BOARD OF TRUSTEES OF THE
 18 PLUMBERS AND PIPEFITTERS LOCAL
 19 525 HEALTH AND WELFARE TRUST
 20 AND PLAN, et al.

21 Lead Case No.: 2:14-cv-01027-APG-PAL
 22 Member Case: 2:15-cv-00824-APG-CWH
 23 Member Case: 2:15-cv-01148-LDG-GWF

24 Plaintiffs,

25 vs.

26 SECURITY PLUMBING AND AIR
 27 CONDITIONING, a Nevada Corporation,

28 Defendants.

29 BOARD OF TRUSTEES OF THE
 30 PLUMBERS AND PIPEFITTERS LOCAL
 31 525 HEALTH AND WELFARE TRUST
 32 AND PLAN, et al.

33 **STIPULATED PROTECTIVE ORDER**

34 Plaintiffs,

35 vs.

36 MOUNTAINLION PLUMBING, INC., a
 37 Nevada corporation, et. al.

38 Defendants.

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1 TRUSTEES OF THE PLUMBERS AND
2 PIPEFITTERS NATIONAL PENSION
3 FUND AND INTERNATIONAL
4 TRAINING FUND,

5 Plaintiffs,
6 vs.

7 SECURITY PLUMBING & AIR
8 CONDITIONING, a Nevada
9 Corporation., et al.

10 Defendants.

STIPULATED PROTECTIVE ORDER

11 The Parties have requested this Court, pursuant to the Federal Rules of Civil
12 Procedure (hereinafter "FRCP"), Rule 26(c), to enter an Order Regarding Confidentiality
13 Issues pertaining to Defendant's and/or their employees/agents financial information,
14 which Defendant claims to be proprietary. As such, based on the Stipulation between the
15 Parties, and for good cause shown, the Court enters this Protective Order Regarding
16 Confidentiality Issues (the "Protective Order"). Accordingly:

IT IS HEREBY ORDERED AS FOLLOWS:

17 1. **Purpose and Applicability to All Adversary Proceedings and Contested**
18 **Matters:** In order to meaningfully facilitate the exchange of Confidential Information (*as*
19 *defined below*), any document, (*as more fully described below*), produced by the Parties related
20 to this matter that pertains to Defendants' and/or their employees financial information
21 shall be governed by the terms of this Protective Order.

22 2. **"Document" shall be defined as follows:** "Document" or "documents" shall
23 mean the original and every non-identical copy (*whether different from the original because of*
24 *handwritten notes or underlining or check marks on the copy or otherwise*) of every paper or
25 other record, regardless of origin or location, whether sent or received or made or used
26 internally, in whatever form, in your possession, custody or control or prepared by or for
27 you, including, without limitation, electronic material, typed or handwritten materials,
28 letters, reports, notes, notebooks, worksheets, summaries, tape recordings, transcripts,

1 contracts, agreements, exhibits to contracts or agreements, records, inter-office
2 communications, emails, computer sheets, programs or printouts, promissory notes,
3 security agreements, comment sheets, director's board minutes, or any digital image and
4 shall include drafts or non-final versions of any of the foregoing.

5 3. **“Confidential Information” Defined:** Any document (*as defined above*), that
6 includes information regarding any of the Defendants' or their employee/agents' financial
7 information, whether obtained from Defendants as a result of an audit, or obtained
8 through third parties pursuant to subpoenas issued in this matter.

9 4. **Challenges to Confidential Information:** A party may challenge the
10 confidential designation of any document by motion filed with the Court and the burden
11 of establishing confidentiality of any document shall be on the party claiming the
12 privilege.

13 5. **Persons who May See and Use Confidential Information:** No party shall
14 reveal or discuss the Confidential Information with any person except with the following:
15 (a) attorneys (including in-house counsel, and, assistants) involved in the prosecution or
16 defense of this matter, (b) Plaintiffs and their key personnel/agents who are assisting
17 Plaintiffs' counsel in this matter, (c) Defendants and their key personnel/agents who are
18 assisting Defendants' counsel in this matter and (d) any person who is expressly retained
19 or sought to be retained as an independent expert or consultant by counsel for either
20 Plaintiffs or Defendants to assist in the prosecution or defense of this matter, with
21 disclosure only to the extent necessary to perform such work. To the extent either party
22 wants to disclose any Confidential Information to those designated in subsections (b)
23 through (d), shown above, said party must agree to the terms of this Stipulated Protective
24 Order and sign the attached form included herein as **Exhibit A**.

25 6. **Use of Confidential Information in Pleadings:** To the extent that any
26 Confidential Information cannot be reasonably redacted from a particular document
27 which is intended to be used as an exhibit in a pleading or at trial, then any party wishing
28 to reference or use such Confidential Information shall first contact the party that

1 produced the Confidential Information prior to the filing in order to work out reasonable
2 precautions that can be taken to maintain the confidentiality of the Confidential
3 Information. If the parties are unable to agree to reasonable precautions to protect the
4 confidentiality of the Confidential Information, then the party shall file the Confidential
5 Information and/or the pleading referencing information contained in the Confidential
6 Information under seal.

7 7. **Use of Confidential Information in Depositions:** If any of the Confidential
8 Information, or information contained therein, is used or referenced in a deposition, the
9 party who produced the Confidential Information used or referenced may request that the
10 portion of the Deposition transcript in which the Confidential Information is used or
11 referenced be designated as "Confidential." Any portion of any deposition transcript so
12 designated shall be treated as a "Confidential" document pursuant to this agreement. A
13 party may have up to and including fourteen (14) days following its receipt of a final
14 deposition transcript to designate any portions of the transcript as being "Confidential."
15 Failure to make such designation by the fourteen (14) day deadline shall mean the party is
16 deemed to have waived any assertion that such information it produced is confidential.

17 8. **Disclosure of Confidential Information Pursuant to Subpoena or Other**
18 **Legal Process:** If any party is compelled by a subpoena or other legal process to disclose
19 any Confidential Information covered by this Protective Order, such party shall
20 immediately provide written notice of such legal process to the party that originally
21 produced the information such that the original producing party may appear and contest
22 disclosure.

23 9. **Destruction of Confidential Information:** Parties shall make reasonable and
24 good faith efforts to ensure that all documents marked confidential or redacted are
25 destroyed or returned to the party that originally produced the information within ninety
26 (90) days of a final, non-appealable conclusion of the litigation in which it is used unless
27 applicable law, regulation or other court order requires retention of such documents for a
28 longer period of time.

10. **No Admission.** Nothing in this Protective Order nor the designation of any
1 confidential information shall be construed as an admission by any party with regard to
2 any issue of fact or law, except as such admission may relate to the parties' obligations
3 under this Protective Order, and neither this Protective Order nor any designation
4 pursuant to it shall be admissible in any adversary proceeding or contested matter except
5 to enforce the terms of this Protective Order.

6
7 11. **Violation:** Any party found in violation of this Protective Order may be
8 liable for all damages caused by or resulting from such violation, including injunctive
9 relief.

10 12. **Amendment:** Any paragraph, provision or procedure set forth in this
11 Protective Order may be amended or modified by the Court upon motion by any party
12 and appropriate notice to parties.

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14 IT IS SO ORDERED, this 29th day of December, 2015.

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UNITED STATES MAGISTRATE JUDGE

Respectfully submitted by:

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/s/ Tony May
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Attorneys for Plaintiffs BOARD OF
TRUSTEES OF THE PLUMBERS AND
PIPEFITTERS LOCAL 525 HEALTH AND
WELFARE TRUST AND PLAN

1 *Approved by:*

2 **CHRISTENSEN JAMES & MARTIN**

3 /s/ Laura J. Wolff

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13 THE PLUMBERS AND PIPEFITTERS
14 NATIONAL PENSION FUND AND
15 INTERNATIONAL TRAINING FUND*

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EXHIBIT A
UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BOARD OF TRUSTEES OF THE
PLUMBERS AND PIPEFITTERS LOCAL
525 HEALTH AND WELFARE TRUST
AND PLAN, et al.

Lead Case No.: 2:14-cv-01027-APG-PAL
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Member Case: 2:15-cv-01148-LDG-GWF

Plaintiffs,

vs.

SECURITY PLUMBING AND AIR
CONDITIONING, a Nevada
Corporation,

Defendants.

BOARD OF TRUSTEES OF THE
PLUMBERS AND PIPEFITTERS LOCAL
525 HEALTH AND WELFARE TRUST
AND PLAN, et al.

Plaintiffs,

VS.

MOUNTAINLION PLUMBING, INC., a
Nevada corporation, et. al.

Defendants.

TRUSTEES OF THE PLUMBERS AND
PIPEFITTERS NATIONAL PENSION
FUND AND INTERNATIONAL
TRAINING FUND,

Plaintiffs,

vs.

**SECURITY PLUMBING & AIR
CONDITIONING, a Nevada
Corporation., et al.**

Defendants.

**AGREEMENT CONCERNING
STIPULATED PROTECTIVE ORDER**

I, the undersigned, hereby acknowledge that I have read the attached Stipulated Protective Order entered in the Federal District Court, District of Nevada, in Case Nos. 2:14-cv-01027-APG-PAL, 2:15-cv-00824-APG-CWH and 2:15-cv-01148-LDG-GWF and

1 understand the terms thereof and agree to be bound by all such terms. Without limiting
2 the generality of the foregoing, I agree not to disclose to any person or entity not
3 authorized to receive such "Confidential Information," pursuant to the terms of said
4 Stipulated Protective Order, any document or any information designated as
5 "Confidential Information" or any copies of extracts or information derived therefrom,
6 which have been disclosed to me. I further agree to use any information disclosed to me in
7 connection with the above-mentioned case solely for the purpose of this case and for no
8 other purposes.

9 The undersigned hereby irrevocably submits his/her person to the jurisdiction of
10 the Federal District Court, District of Nevada, for the purpose of enforcing said Stipulated
11 Protective Order.

12 DATED, this _____ day of _____, 201____.

13 _____
14 *Signature*
15 _____
16 *Type or Print Name*
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