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

* * *

10 BARBARA MOMEYER,)
11 Plaintiff,) **CASE NO.: 2:14-cv-01608-GMN-GWF**
12 vs.)
13 BANK OF AMERICA, N.A., a national)
banking association; JOHN DOE I; and) **STIPULATED PROTECTIVE ORDER**
14 DOES I through X, and ROE BUSINESS)
15 ENTITIES I through X, inclusive,)
16 Defendants.)

17 **WHEREAS, Plaintiff BARBARA MOMEYER (“Plaintiff”) has brought this action**
18 **against Defendant BANK OF AMERICA, N.A. (“Defendant”) alleging personal injuries;**
19 **and;**

20 **WHEREAS, the parties agree that a protective order would facilitate production**
21 **and receipt of information sought in the course of this litigation pursuant to pretrial**
22 **discovery requests to protect the privacy interests of non-parties to this litigation, trade**
23 **secrets, and/or commercial and financial information which may be contained in those**
24 **records;**

25 **IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff and**
26 **Defendant, through their undersigned counsel, as follows:**

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1 **A. INFORMATION SUBJECT TO THIS STIPULATION**

2 All "Confidential Information" produced or exchanged in the course of this litigation
3 pursuant to pretrial discovery requests shall be deemed confidential and proprietary information
4 which shall be used solely for the purpose of this litigation. Any information designated as
5 Confidential Information shall not be revealed, disclosed, or made available for inspection and
6 copying to any person, except for "Qualified Persons" as defined herein, without express written
7 consent of the producing party or except as required to be disclosed by law or Court order. The
8 "producing party" as used herein means any party who produced Confidential Information.

9 "Confidential Information" as used herein includes any type or classification of
10 information which is designated as confidential by the producing party, whether it be a
11 document, information contained in a document, information revealed in an interrogatory,
12 interrogatory answer, transcript or otherwise.

13 With respect to the Confidential portion of any Disclosure Material other than deposition
14 transcripts and exhibits, the Producing Party or that party's counsel may so designate such
15 portions by stamping or otherwise clearly marking as "Confidential" the protected portion in a
16 manner that will not interfere with legibility or audibility.

17 Any information designated as set forth in Paragraphs 1 through 4 hereof shall be
18 handled by the receiving party in accordance with this Stipulation. The designation of
19 information under Paragraphs 1 through 3 shall not be construed as a concession by a producing
20 party that such information is relevant or material to any issue or is otherwise discoverable or by
21 a receiving party that such information is, in fact, a trade secret or confidential research,
22 development or commercial information.

23 **B. PERSONS AUTHORIZED TO RECEIVE "CONFIDENTIAL INFORMATION"**

24 For the purposes of this Order, "Qualified Person" includes: A party, or any officers,
25 employees, or principals of the Parties who are assisting counsel in the prosecution or defense
26 of this Action; The Court, persons employed by the Court and stenographers transcribing the
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1 testimony or argument at a hearing, trial, or deposition in this action; Counsel for the Parties,
2 including any paralegal, clerical and other assistants employed by such counsel and assigned to
3 this matter; Any other person who is designated as a "Qualified Person" by Stipulation of the
4 parties or by Order of this Court, after notice to all parties upon a showing of good cause why
5 such person shall be so designated and opposing parties have had an opportunity to be heard in
6 opposition thereto. All such persons designated by the Court or by Stipulation shall sign an
7 affidavit undertaking to maintain the confidentiality of the information.

8 As to any document, its author, its addressee, and any other person indicated on the face
9 of the document as having received a copy; Any potential witness formerly employed by the
10 Parties whom counsel for a party in good faith believes may be called to testify at trial or
11 deposition in the Action; Any person retained by a Party to serve as a testifying or consulting
12 expert in connection with the Action, provided such person has first signed an affidavit
13 undertaking to maintain the confidentiality of the information; Any deponent at such
14 deponent's deposition, provided the examining party makes a good faith effort to obtain the
15 deponent's agreement to abide by this Stipulation; and Such other persons as the parties may
16 agree in writing.

17 If any Party (a) is subpoenaed in another action, or (b) is served with a demand in
18 another action to which it is a party, or (c) is served with any legal process by one not a party to
19 this Action, seeking material that has been designated as Confidential by someone other than
20 that party, then the Party receiving the subpoena, demand, or other legal process shall give
21 written notice of such subpoena, request, or demand, by hand or facsimile transmission, within
22 three (3) business days, to counsel for the Producing Party and shall object to the production of
23 the Confidential material to the extent permitted by law. Should the person seeking access to the
24 Confidential material take action against the party or anyone else covered by this Order to
25 enforce such a subpoena, demand or other legal process, the party shall respond by setting forth
26 the existence of this Order. Nothing herein shall be construed as requiring the party or anyone
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1 else covered by this Order to challenge or appeal any order requiring production of Confidential
2 material, or to subject itself to any penalties for noncompliance with any legal process or order,
3 or to seek any relief from the Court.

4 Prior to any disclosure of any Confidential material to any person referred to in
5 subparagraphs 5(f), 5(g), or 5(h), such person shall be provided by counsel with a copy of this
6 Stipulation and shall sign a Non-Disclosure Affidavit stating that that person has read this
7 Stipulation and agreed to be bound by its terms. Said counsel shall retain the original of each
8 signed Non-Disclosure Affidavit, and produce them to opposing counsel, upon his or her
9 request, prior to any such person being permitted to testify (as deposition or trial).

10 **C. LIMITATIONS ON THE USE OF "CONFIDENTIAL INFORMATION"**

11 Persons subject to this Stipulation may not disclose Confidential Information except as
12 expressly permitted hereunder and shall not use Confidential Information for any purposes other
13 than for the prosecution or defense of this litigation.

14 Nothing in this Stipulation shall prohibit the transmission or communication of
15 Confidential Information between or among Qualified Persons by hand delivery, face to face
16 conference; or in sealed envelopes or containers via the mails or an established freight, delivery
17 or messenger service; or by telephone, telegram, facsimile, email, or other electronic
18 transmission system, if, under the circumstances there is no reasonable likelihood that the
19 transmission will be intercepted or misused by any person who is not a qualified recipient.

20 Confidential Information shall not be copied or otherwise produced by a receiving party,
21 except for transmission to Qualified Persons, without the written permission of the producing
22 party, or in the alternative, by further order of the Court. Nothing herein shall, however, restrict
23 a Qualified Person from making working copies, abstracts, digests and analyses of Confidential
24 Information for use in connection with this action and such working copies, abstracts, digests
25 and analyses shall have the designated status of the source documents for purposes of this
26 stipulation.

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1 Nothing herein shall bar or otherwise restrict an attorney who is a Qualified Person from
2 rendering advice to his client with respect to this action, and in the course thereof, from
3 generally referring or relying upon his examination of documents which have been produced
4 hereunder and which contain Confidential Information. The restrictions set forth in any of the
5 preceding paragraphs hereof shall not apply to: any information which at the time of the
6 disclosure to a receiving party is in the public domain; any information which after disclosure to
7 a receiving party becomes part of the public domain as a result of publication not involving a
8 violation of this Order; any information which a receiving party can show was received by it
9 from a source who obtained the information lawfully and under no obligation of confidentiality
10 to the producing party; or any information which a receiving party can show was independently
11 developed by it after the time of disclosure.

12 Nothing in this Order shall prevent a receiving party from contending that any or all
13 Confidential Information is not confidential. Any receiving party may at any time request the
14 producing party to cancel the Confidential Information designation with respect to any
15 document, object and/or information and to agree that thereafter such document, object and/or
16 information is to be no longer so classified for purposes of this stipulation. Such request shall be
17 written, shall be served on counsel for the producing party and shall particularly identify the
18 material that the receiving party contends is not confidential. The producing party shall respond
19 to such request in writing within five (5) days after receipt thereof. If the producing party does
20 not agree to cancel the Confidential Information designation with respect to the document,
21 object and/or information, the receiving party may move for a further protective order from the
22 Court. Nothing in this Stipulation shall preclude the receiving party from seeking reasonable
23 costs and attorneys' fees incurred in connection with such motion in the event the producing
24 party has not acted reasonably and in good faith, or otherwise. At a hearing with respect to such
25 further protective order, the producing party shall have the burden of persuading the court that
26 good cause exists for the designation of Confidential Material. This Stipulation shall be without
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1 prejudice to the right of any party to oppose production of any information for lack of timeliness
2 or relevance or any other ground other than the presence of Confidential Information.

3 **D. MISCELLANEOUS PROVISIONS**

4 Any of the notice requirements herein may be waived, in whole or in part, but only by a
5 writing signed by the attorney of record for the party against whom such waiver will be
6 effective.

7 Upon final termination of this action, including all appeals, each party shall return to the
8 producing party all physical objects and documents which embody Confidential Information
9 and which were received from the producing party, and shall destroy, in whatever form stored
10 or reproduced, all copies. A party may retain its work product, such as pleadings,
11 correspondence and memoranda, which contain or refer to Confidential Information provided
12 that all such Confidential Information shall remain subject to this Stipulation.

13 This Stipulation is entered without prejudice to the right of any party to apply to the
14 Court at any time for additional protection, or to relax or rescind the restrictions of this
15 Stipulation when convenience or necessity requires.

16 The parties also may amend or modify any provision of this Stipulation by mutual
17 written agreement. Nothing shall prevent disclosure beyond the terms of this Stipulation if the
18 party designating the information as Confidential Information consents to such disclosure, or if
19 the Court, after notice to all affected parties, orders such disclosure.

20 Nothing contained herein shall prevent any Producing Party from disclosing or using its
21 own Confidential Information in any manner it chooses. The inadvertent or unintentional
22 disclosure by the producing party of Confidential Information, regardless of whether the
23 information was so designated at the time of disclosure, shall not be deemed a waiver in whole
24 or in part of a party's claim of confidentiality, either as to the specific information disclosed or

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1 as to any other information relating thereto or on the same or related subject matter.

2 IT SO STIPULATED

3 DATED this 25th day of June, 2015.

4 /s/ Annalisa N. Grant

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13 annalisa.grant@aig.com

14 Attorney for Defendant
15 Bank of America, N.A.

DATED this 25th day of June, 2015.

/s/ Lawrence Ruiz

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Attorney for Plaintiff

14 IT IS SO ORDERED.

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17 GEORGE FOLEY, JR.
18 United States Magistrate Judge

19 DATED: June 26, 2015
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