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 13 *Station Casinos, LLC and*  
 14 *NP Texas, LLC*

15 **UNITED STATES DISTRICT COURT**  
 16 **DISTRICT OF NEVADA**

17	EVA PEREZ, an individual,	)	Case No.: 2:15-cv-01553-JAD-NJK
18		)	
19	Plaintiff,	)	
20		)	<b>[PROPOSED] PROTECTIVE ORDER</b>
21	vs.	)	<b>REGARDING CONFIDENTIAL</b>
22		)	<b>INFORMATION</b>
23	STATION CASINOS, LLC, a Nevada limited	)	
24	liability company; NP TEXAS, LLC a Nevada	)	as amended on p. 5
25	limited liability company; PAUL NELSON, an	)	
26	individual; NELSON ROMANO, an individual,	)	
27		)	
28	Defendants.	)	

29 WHEREAS Plaintiff Eva Perez and Defendant Station Casinos, LLC and NP Texas, LLC  
 30 recognize that certain information related to the subject matter of this action is sensitive and  
 31 confidential. More specifically, discovery in this employment dispute will encompass  
 32 confidential, private and other non-public information including but not limited to personnel files,  
 33 personal health information and proprietary business information. Because this type of  
 34 information is non-public and subject to protection by statute and/or common law, the Parties  
 35 stipulate and agree to the following Protective Order:

36 This Protective Order does not and will not govern any trial proceedings in this action but

1 is instead entered solely for the purpose of facilitating the exchange of documents and information  
2 among the parties to this action without involving the Court unnecessarily in the process. Nothing  
3 in this Protective Order, nor the production of any information or document under the terms of this  
4 Protective Order, nor any proceedings pursuant to this Protective Order shall be deemed to be a  
5 waiver of any rights or objections to challenge the authenticity or admissibility of any document,  
6 testimony or other evidence at trial. Additionally, this Protective Order will not prejudice the right  
7 of any party or nonparty to oppose production of any information on the ground of attorney-client  
8 privilege; work product doctrine or any other privilege or protection provided under the law.

9 **Definitions.**

10 1. "Material" shall mean all documents, materials, testimony, items, and/or other  
11 information regardless of the medium or manner generated, stored, or maintained that are  
12 produced or generated in disclosures or discovery either by a party or by a non-party. The  
13 protections conferred by this Protective Order cover not only Material designated as  
14 "Confidential" as described below but also any Material copied or extracted therefrom, as well as  
15 all copies, excerpts, summaries, or compilations thereof, plus testimony or presentations by parties  
16 or counsel that might reveal Confidential Material.

17 2. "Receiving Party" shall mean a party that receives Material from a Producing  
18 Party.

19 3. "Producing Party" shall mean a party or non-party that produces Material in this  
20 Action.

21 **Designation of Materials.**

22 4. Any party or non-party may designate as "Confidential" any Material that such  
23 party or non-party in good faith believes contains confidential or proprietary technical, scientific,  
24 financial, business, health, medical, investigatory or personal information, including any copy or  
25 other reproductions, excerpts, summaries, abstracts, or other documents that paraphrase, quote, or  
26 contain Confidential Information. Each Producing Party that designates information or items for  
27 protection under this Protective Order must take care to limit any such designation to specific  
28 material that qualifies under the appropriate standards. Indiscriminate designations are prohibited.

1           5.       A Producing Party may designate Material it produced as Confidential by notation  
2 on the document on each page that contains Confidential. If only a portion or portions of the  
3 Material on a page qualifies for protection, the Producing Party also must clearly identify the  
4 protected portion(s).

5           6.       A Receiving Party or non-party may designate Material produced by another party  
6 or non-party as Confidential by written notice to all parties and/or the producing non-party of such  
7 designation. After any such designation, such Material shall be fully subject to this Protective  
8 Order and treated thereafter according to the terms of this Protective Order as Confidential  
9 Material.

10          7.       A party or third party may designate information disclosed during a deposition as  
11 Confidential by so indicating on the record at the deposition. A party or third party may also  
12 designate such information as Confidential in writing, within thirty (30) days of the receipt of the  
13 transcript (“the designation period”), that specific pages of the transcript be treated as  
14 Confidential.

15           Until the designation period has elapsed for a given deposition transcript, all information  
16 contained or incorporated in that transcript shall be treated as Confidential information.

17           When information contained or incorporated in a deposition transcript is designated as  
18 Confidential, the party making the designation shall make arrangements with the court reporter to  
19 label the relevant pages Confidential.

20          8.       The inadvertent failure to designate Material as Confidential shall not be deemed,  
21 by itself, to be a waiver of the right to so designate the Material and may be remedied by  
22 supplemental written notice within a reasonable time after such failure to designate is known. If  
23 such notice is given, all Material so designated shall be fully subject to this Protective Order as if  
24 it had been initially designated as Confidential. After any designation is made in accordance with  
25 this paragraph, counsel for all parties shall be responsible for marking all previously unmarked  
26 copies of the designated Material within their possession or control as Confidential. Disclosure of  
27 Material to any other person prior to a later designation of the Material as Confidential in  
28 accordance with this Section shall not violate the terms of this Protective Order. However,

1 immediately upon being notified of an inadvertent failure to designate, counsel for the parties  
2 and/or non-parties shall upon discovery of the inadvertent disclosure cooperate to restore the  
3 confidentiality of the Material that was inadvertently disclosed.

4 **Access to Protected Materials.**

5 9. Material designated as Confidential shall not be furnished, shown, or disclosed to  
6 any person or entity except to:

- 7 a. A party, or officers, directors, and employees of a party deemed necessary by  
8 counsel to aid in this action;
- 9 b. Counsel for a party (including in-house attorneys, outside attorneys, and legal  
10 assistants, clerical personnel, and paralegals employed by such counsel);
- 11 c. Court personnel, stenographic reporters, and litigation support vendors engaged  
12 in activities incidental to discovery or preparation for trial;
- 13 d. Expert witnesses or consultants retained by the parties or their counsel to  
14 furnish technical or expert services in connection with this Action or to give  
15 testimony with respect to the subject matter of this Action at the trial of this  
16 Action or other proceeding herein, provided that such an expert or consultant is  
17 not a current employee of a direct competitor of any party named in this action;
- 18 e. Trial and deposition witnesses;
- 19 f. Any other person as to whom the parties in writing agree or that the Court in  
20 these proceedings designate.

21 10. Each person described in Paragraphs 9(d)-(f) above to whom Confidential  
22 Materials are furnished, shown, or disclosed shall be required to execute a copy of the  
23 "Acknowledgement" attached as Exhibit A. The persons shall agree in writing to be bound by the  
24 terms of this Protective Order by executing a copy of Exhibit A (which shall be maintained by the  
25 counsel of record for the party seeking to reveal the Confidential Information) in advance of being  
26 shown the Confidential Materials. No party (or its counsel) shall discourage any persons from  
27 signing a copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking  
28 to reveal the Confidential Materials shall seek an order from the Court directing that the person be

1 bound by this Protective Order. In the event of the filing of such a motion, Confidential Materials  
2 may not be disclosed to such person until the Court resolves the issue. Proof of each written  
3 agreement provided for under this Section shall be maintained by each of the parties while this  
4 action is pending and disclosed to the other parties upon good cause shown and upon order of the  
5 Court.

6 11. All persons described in Paragraph 9 shall be bound by the terms of this Protective  
7 Order, and shall not permit disclosure of the Confidential Material afforded protection, other than  
8 pursuant to this Protective Order. All persons to whom Confidential Material is disclosed are  
9 hereby enjoined from disclosing same to any other person except as provided in this Protective  
10 Order, and are further enjoined from using same except in the preparation for and trial of this  
11 Action.

12 **Use of Confidential Information.**

13 See order issued concurrently herewith.

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17 13. If any Material designated to be Confidential pursuant to this Protective Order is  
18 used during the course of a deposition herein, that portion of the deposition record reflecting such  
19 Confidential Material shall be sealed and stamped as described herein, and access thereto shall be  
20 limited pursuant to the other terms of this Protective Order.

21 14. The designation of any Material as Confidential under this Protective Order may be  
22 challenged by any other party by first writing a letter to the attorney of record of the party who  
23 designated such Material as Confidential within thirty (30) days of the date such Material was  
24 designated, specifically identifying the Material so challenged. The parties shall then attempt in  
25 good faith to resolve any disputes regarding the designated Material. If the parties are unable to  
26 resolve their dispute, following a good faith effort to do so, the challenging party may then move  
27 for a Court order vacating the designation within ten (10) business days from the date of the  
28 unsuccessful meet and confer session. This Protective Order will not affect the burden of proof on

1 any such motion, or impose any burdens upon any party that would not exist had the Protective  
2 Order not been entered; as a general matter, the burden shall be on the person making the  
3 designation to establish the propriety of the designation. Any contested Material shall be treated  
4 as Confidential until such time as the challenger's motion has been ruled upon.

5 **Other Provisions.**

6 15. A party's compliance with the terms of this Protective Order shall not operate as an  
7 admission that any particular testimony, document, or other Material provided or produced by any  
8 other party or non-party is or is not (a) confidential or (b) privileged. The inadvertent production  
9 or disclosure of any documents or other Material protected by the attorney-client privilege, the  
10 attorney work product doctrine, a joint defense privilege, or any other applicable privilege shall  
11 not constitute, or be considered as a factor suggesting, a waiver of or estoppel as to any claim of  
12 privilege, protection or immunity as to the specific Material disclosed or any other Material  
13 relating thereto or on the same or related subject matter.

14 Consistent with Federal Rule of Civil Procedure 26(b)(5)(B), in the event of inadvertent  
15 production or disclosure of any Material that the Producing Party believes is subject to a claim of  
16 privilege or protection, the Producing Party may provide written notice that privileged or protected  
17 Material has been inadvertently produced or disclosed. Within five (5) business days of receipt of  
18 such notice, any individual or entity that has received such privileged Material shall destroy or  
19 return to the Producing Party all such privileged or protected Material and all copies thereof,  
20 including any other document or Materials solely derived from the inadvertently produced or  
21 disclosed Material, in its possession, custody or control and shall certify in writing that it has done  
22 so. The parties recognize that this protection may be stricter than that provided for under Federal  
23 Rule of Civil Procedure 26(b)(5)(B) and Federal Rule of Evidence 502(b). After the inadvertently  
24 produced Material is destroyed or returned pursuant to this Section, a party may move the Court  
25 for an order compelling production of the inadvertently produced Material, but said party may not  
26 assert as a ground for compelling production the fact or circumstance that the inadvertently  
27 produced Material had already been produced.

28 16. If a party is served with a subpoena or an order issued in other proceedings that

1 would compel disclosure of any Material designated as Confidential by any other party or non-  
2 party in this Action, the Receiving Party must so notify the designating party or non-party in  
3 writing immediately and no later than seven (7) days prior to the date upon which disclosure is  
4 required. Such notification must include a copy of the subpoena or court order. The Receiving  
5 Party also must immediately inform in writing the party who caused the subpoena or order to issue  
6 in the other litigation that some or all the Material covered by the subpoena or order is the subject  
7 of this Protective Order. In addition, the Receiving Party must deliver a copy of this Protective  
8 Order promptly to the party in the other action that caused the subpoena or order to issue. The  
9 purpose of imposing these duties is to alert the interested parties to the existence of this Protective  
10 Order and to afford the party who designated the Material as Confidential in this case an  
11 opportunity to try to protect its confidentiality interests in the court from which the subpoena or  
12 order issued. The party who designated the Material as Confidential shall bear the burdens and the  
13 expenses of seeking protection in that court of its confidential Material, and nothing in these  
14 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to  
15 disobey a lawful directive from another court.

16 17. Nothing in this Protective Order shall preclude any party from seeking judicial  
17 relief, upon proper notice, with regard to any provision hereof.

18 18. Nothing in this Protective Order shall bar or otherwise restrict any counsel from  
19 rendering advice to his or her client with respect to this litigation and, in the course thereof,  
20 referring to or relying generally upon his or her examination of Confidential Materials, provided  
21 that in rendering such advice and in otherwise communicating with his or her client, the counsel  
22 shall not disclose the content or the source of any Confidential information contrary to the terms  
23 of this Protective Order. Nothing in this Protective Order shall govern or restrict a Producing  
24 Party's use of its own Confidential Materials in any way.

25 19. This Protective Order may be signed in counterparts, and a facsimile or "PDF"  
26 signature shall have the same force and effect as an original ink signature.

27 20. Within ninety (90) calendar days after the later of the final disposition of this  
28 action, all Confidential information produced by an opposing party or non-party (including,

1 without limitation, any copies, extracts or summaries thereof) as part of discovery in this action  
2 shall be destroyed by the parties to whom the Confidential information was produced and each  
3 counsel shall, by declaration delivered to all counsel for the Producing Party, affirm that all such  
4 Confidential information (including, without limitation, any copies, extracts or summaries thereof)  
5 has been destroyed; provided, however, that each counsel shall be entitled to retain pleadings,  
6 motions and memoranda in support thereof, declarations or affidavits, deposition transcripts and  
7 videotapes, or documents reflecting attorney work product or consultant or expert work product,  
8 even if such material contains or refers to Confidential information, but only to the extent  
9 necessary to preserve a litigation file with respect to this action.

10 21. The provisions of this Protective Order shall, absent further order of the Court,  
11 continue to be binding throughout and after the conclusion of this Action.

12 22. This Protective Order shall be effective upon execution, and the parties agree to  
13 comply with and abide by its terms prior to the Court's approval.

14 25. The restrictions set forth in this Protective Order shall not be construed to apply to  
15 any information or materials that:

16 (a) Were lawfully in the Receiving Party's possession prior to such  
17 information being designated as Confidential in this action, and that the Receiving Party is not  
18 otherwise obligated to treat as confidential;

19 (b) Were obtained without any benefit or use of Confidential Material from a  
20 third party having the right to disclose such information to the Receiving Party without restriction  
21 or obligation of confidentiality;

22 (c) Were independently developed after the time of disclosure by persons who  
23 did not have access to the Producing Party's Confidential Material;

24 (d) Have been or become part of the public domain by publication or  
25 otherwise and not due to any unauthorized act or omission on the part of a Receiving Party; or  
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1 Under law, have been declared to be in the public domain.

2 **IT IS SO AGREED AND STIPULATED:**

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DATED this 1st day of February, 2017.

DATED this 1st day of February, 2017.

LAW OFFICES OF STEVEN J. PARSONS

CAMPBELL & WILLIAMS

By /s/ Andrew L. Rempfer

By /s/ J. Colby Williams

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*Attorneys for Plaintiff*  
*Eva Perez*

*Attorneys for Defendants*  
*Station Casinos LLC and*  
*NP Texas LLC*

IT IS SO ORDERED:

  
UNITED STATES MAGISTRATE JUDGE

DATED: February 2, 2017

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**EXHIBIT A**  
**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Protective Order for Confidential Information ("the Protective Order") entered in *Perez v. Station Casinos, LLC, et al.*, Case No. 2:15-cv-01553-JAD-NJK on November \_\_, 2015, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the United States District Court for the District of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)