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6 *Attorneys for Defendant*  
 7 *Travelers Casualty Insurance*  
 8 *Company of America*

9 UNITED STATES DISTRICT COURT  
 10 DISTRICT OF NEVADA

11 MIRAGE HOLDERS, LLC, a Nevada Limited  
 Liability Company,

Case No. 2:15-cv-01986-RFB-VCF

12 Plaintiff,

**STIPULATED PROTECTIVE ORDER**

13 v.

14 TRAVELERS CASUALTY INSURANCE  
 15 COMPANY OF AMERICA, a foreign  
 Corporation, DOES I through X, Inclusive, and  
 16 ROE BUSINESS ENTITIES I through X,  
 inclusive,

17 Defendants.

18 Pursuant to stipulation of the parties, and for good cause appearing:  
 19

20 IT IS HEREBY ORDERED to preserve and maintain the confidentiality of certain  
 21 proprietary documents to be produced in this action, it is ordered that:

22 1. All Confidential Information produced or exchanged in the course of this  
 23 litigation shall be used solely for the purpose of preparation and trial of this litigation, and shall  
 24 not be disclosed to any person except in accordance with the terms hereof.

25 2. Confidential Information, as used herein, means any information of any type, kind  
 26 or character which is in good faith designated as "Confidential" or "For Counsel Only" (or  
 27 "Attorneys' Eyes Only") by any of the supplying or receiving parties, whether it be a document,  
 28 information contained in a document, information revealed during a deposition, information

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1 revealed in an interrogatory answer or otherwise. In designating information as "Confidential"  
2 or "For Counsel Only" (or "Attorneys' Eyes Only"), a party will make such designation only as to  
3 that information that it in good faith believes contains confidential information, the public disclosure  
4 of which information would cause harm to the party producing the information. Information or material  
5 which is available to the public, including catalogues, advertising materials, and the like shall not  
6 be designated as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only").

7 3. Qualified Persons, as used herein means:

8 (a) Attorneys of record for the parties in this litigation and employees of such  
9 attorneys to whom it is necessary that the material be shown for purposes of this litigation;

10 (b) Independent technical experts or consultants, who have been retained by a  
11 party to render an opinion and to testify to such an opinion, and who have signed a document  
12 in the form attached as Exhibit "A", agreeing to be bound by the terms of this Stipulated Protective  
13 Order (such signed document to be in the files of the attorney retaining the expert or  
14 consultant, to be filed upon any offer of testimony by the expert, by the attorney retaining  
15 such person);

16 (c) The party or the parties, or if the party is an entity, an officer or other  
17 designee of the party.

18 (d) If this Court so elects, any other person may be designated as a Qualified  
19 Person by order of this Court, after notice and hearing to all parties.

20 4. Documents produced in this action may be designated by any party or parties as  
21 "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information by marking each  
22 page of the document(s) so designated with a stamp stating "Confidential" or "For Counsel  
23 Only" (or "Attorneys' Eyes Only"). In lieu of marking the original of a document, if the original  
24 is not produced, the designating party may mark the copies that are produced or exchanged.  
25 Originals shall be preserved by the producing party for inspection upon reasonable demand.

26 5. Information disclosed at (a) the deposition of a party or one of its present or  
27 former officers, directors, employees, agents or independent experts retained by counsel for the  
28 purpose of this litigation, or (b) the deposition of a third party (which information pertains to a

1 party) may be designated by any party as "Confidential" or "For Counsel Only" (or "Attorneys'  
2 Eyes Only") information by indicating on the record at the deposition that the testimony is  
3 "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") and is subject to the provisions  
4 of this Stipulated Protective Order.

5 The Parties further agree the entirety of each deposition transcript shall be deemed  
6 Confidential and the producing party shall initiate a meet and confer within 30 days after receipt  
7 of the deposition transcript to discuss those portions of the deposition which need not be deemed  
8 Confidential.

9 6. (a) "Confidential" information shall not be disclosed or made available by the  
10 receiving party to persons other than Qualified Persons. Information designated as "Confidential"  
11 or "For Counsel Only" (or "Attorneys' Eyes Only") shall be restricted in circulation to Qualified  
12 Persons described in Paragraphs 3(a) and (b) above

13 (b) Copies of "Confidential" or "For Counsel Only" (or "Attorneys' Eyes  
14 Only") information provided to a receiving party shall be maintained in the offices of outside  
15 counsel for Plaintiff(s) and Defendant(s) and stored in a secure place. Any documents produced  
16 in this litigation, regardless of classification, which are provided to Qualified Persons of Paragraph  
17 3 (b) above, shall be maintained only at the office of such Qualified Person and only working  
18 copies shall be made of any such documents. No party or Qualified Person shall, for itself, make  
19 more copies of any "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only")  
20 documents than are reasonably necessary to conduct this litigation.

21 (c) Each party's outside counsel shall be responsible for all copies made of  
22 such documents and things designated as "Confidential."

23 7. Documents previously produced shall be retroactively designated by notice in  
24 writing of the designated class of each document by sequential number within thirty (30) days  
25 of the entry of this Stipulated Protective Order. If any party inadvertently produces or initially  
26 discloses any Confidential Information without marking it with the appropriate legend, that  
27 party may give notice to the receiving party that the information should be treated in accordance  
28 with the terms of this Protective Stipulated Order, and shall forward appropriately stamped copies

1 of the items in question.

2 8. Nothing herein shall prevent disclosure beyond the terms of this Stipulated  
3 Protective Order if each party designating the information as "Confidential" or "For Counsel  
4 Only" (or "Attorneys' Eyes Only") consents to such disclosure or, if the court, after notice to all  
5 affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record  
6 from utilizing "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") information in  
7 the examination or cross-examination of any person, subject to Paragraph 5 above.

8 9. A party shall not be obligated to challenge the propriety of a designation as  
9 "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") at the time made, and a  
10 failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to  
11 this litigation disagrees at any stage of these proceedings with the designation by the designating  
12 party of any information as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"),  
13 or the designation of any person as a Qualified Person, the parties shall first try to resolve such  
14 dispute in good faith on an informal basis. If the dispute cannot be resolved, the objecting party  
15 may invoke this Stipulated Protective Order by objecting in writing to the party who has  
16 designated the document or information as "Confidential" or "For Counsel Only" (or "Attorneys'  
17 Eyes Only"). The designating party shall be required to move the Court for an order preserving  
18 the designated status of such information within fourteen (14) days of receipt of the written  
19 objection, and failure to do so shall constitute a termination of the restricted status of such item.

20 The parties, may, by stipulation, provide for exceptions to this order and any party may  
21 seek an order of this Court modifying this Stipulated Protective Order.

22 10. Nothing shall be designated as "For Counsel Only" (or "Attorneys' Eyes Only")  
23 information except information of the most sensitive nature, which if disclosed to persons of  
24 expertise in the area would reveal significant technical or business advantages of the producing  
25 or designating party, and which includes as a major portion subject matter which is believed to  
26 be unknown to the opposing party or parties, or any of the employees of the corporate parties.  
27 Nothing shall be regarded as "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only")  
28 information if it is information that either:

- 1 (a) is in the public domain at the time of disclosure, as evidenced by a written
- 2 document;
- 3 (b) becomes part of the public domain through no fault of the other party, as
- 4 evidenced by a written document;
- 5 (c) the receiving party can show by a written document that the information
- 6 was in its rightful and lawful possession at the time of disclosure; or
- 7 (d) the receiving party lawfully receives such information at a later date from
- 8 a third party without restriction as to disclosure, provided such third party
- 9 has the right to make the disclosure to the receiving party.

10 11. Prior to filing any documents with the Court that contain any portion of any  
11 Classified Information or information taken from any Classified Information, that party must file  
12 a motion seeking an order sealing the documents. A copy of the motion to seal must be served on  
13 all parties that have appeared in the case.

14 12. Unless otherwise agreed to in writing by the parties or ordered by the Court, all  
15 proceedings involving or relating to documents or any other information shall be subject to the  
16 provisions of this Stipulated Protective Order.

17 13. Within thirty (30) days of the conclusion of this case, the parties shall notify each  
18 other that all reasonable efforts have been made to retrieve and destroy any other copies of the  
19 materials so designated within this Order. Parties' counsel may keep for the period of time required  
20 for file retention under the Rules of Professional Responsibility, the produced copy of materials  
21 designated so that the file of the parties' counsel is complete and available to counsel to support  
22 all professional decisions and choices made during the course of the litigation.

23 14. This Stipulated Protective Order shall not bar any attorney herein in the  
24 course of rendering advice to his client with respect to this litigation from conveying to any  
25 party client his evaluation in a general way of "Confidential" or "For Counsel Only" (or  
26 "Attorneys' Eyes Only") information produced or exchange herein;

27 15. Any party designating any person as a Qualified Person shall have the duty to  
28 reasonably ensure that such person observes the terms of this Protective Order and shall be

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responsible upon breach of such duty for the failure of any such person to observe the terms of this Protective Order.

DATED this 7<sup>th</sup> day of March, 2016.

DATED this 26 day of February, 2016.

FORAN GLENNON PALANDECH  
PONZI & RUDLOFF, PC

KEATING LAW GROUP

By: Alaina Stephens  
Amy M. Samberg  
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Alaina C. Stephens,  
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*Attorneys for Travelers Casualty  
Insurance Company of America*

By: [Signature]  
John T. Keating  
Nevada Bar No. 6373  
9130 W. Russell Road, Suite 200  
Las Vegas, NV 89148  
*Attorney for Plaintiff*

**ORDER**

IT IS SO ORDERED.  
DATED this 10th day of March, 2016.

[Signature]  
~~DISTRICT COURT JUDGE~~  
United States Magistrate

1 EXHIBIT A

2 UNITED STATES DISTRICT COURT

3 DISTRICT OF NEVADA

4  
5 MIRAGE HOLDERS, LLC, a Nevada  
6 Limited Liability Company,

7 Plaintiff,

8 vs.

9 TRAVELERS CASUALTY INSURANCE  
10 COMPANY OF AMERICA, a Connecticut  
11 corporation; DOES I through X, inclusive,  
12 and ROE BUSINESS ENTITIES I through  
13 X, inclusive,

14 Defendants.

CASE NO.: 2:15-cv-01986-RFB-VCF

**WRITTEN ASSURANCE REGARDING  
STIPULATED PROTECTIVE ORDER**

13 STATE OF \_\_\_\_\_ )  
14 COUNTY OF \_\_\_\_\_ ) ss:

15 **AFFIDAVIT OF** \_\_\_\_\_, being duly

16 sworn and personally appearing before the undersigned attesting officer, duly authorized by law to  
17 administer oaths, deposes and says that the within statements are true and correct:

18 1. I have read the foregoing Stipulated Protective Order and agree to be bound by  
19 its terms with respect to any documents, material or information designated or marked  
20 "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only"), that are furnished to me as  
21 set forth in the Stipulated Protective Order.

22 2. I further agree (i) will not disclose to anyone any documents, material or information  
23 marked "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only") other than as set  
24 forth in the Stipulated Protective Order; and (ii) not to make any copies of any documents, material  
25 or information marked "Confidential" or "For Counsel Only" (or "Attorneys' Eyes Only")  
26 furnished to me except for use in accordance with the Stipulated Protective Order; and (iii)  
27 not to use any documents or information produced or provided to me in connection with this  
28

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litigation for any purposes other than those prosecuting and/or defending this action as set forth in paragraph 8 of the Stipulated Protective Order

3. I agree that my signature below submits me to the jurisdiction of the District Court, District of Nevada in which the action of *Mirage Holders, LLC v. Travelers Casualty Insurance Company of America*, Case No. 2:15-cv-01986 is pending, and binds me to the provisions of the Stipulated Protective Order, including to all promises undertaken in the Stipulated Protective Order, as if originally agreed by me.

**FURTHER AFFIANT SAYETH NOT.**

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC