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13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF NEVADA

15 SERVICELINK NLS, LLC, ) Case No. 2:16-cv-00005-APG-GWF  
16 Plaintiff, )  
17 v. ) **STIPULATED PROTECTIVE**  
18 ) **ORDER**  
19 COOPER CASTLE LAW FIRM, )  
20 LLC d/b/a COOPER CASTLE )  
21 LAW FIRM LLP, CAREN CASTLE, )  
22 AARON WAITE, )  
23 Defendants. )

24 **1. PURPOSES AND LIMITATIONS**

25 Discovery in this action is likely to involve production of confidential,  
26 proprietary, or private information for which special protection may be  
27 warranted. Accordingly, the parties hereby stipulate to and petition the  
28 court to enter the following Stipulated Protective Order. The parties

1 acknowledge that this Order does not confer blanket protection on all  
2 disclosures or responses to discovery. The protection it affords from public  
3 disclosure and use extends only to the limited information or items that are  
4 entitled to confidential treatment under the applicable legal principles, and  
5 it does not presumptively entitle parties to file confidential information  
6 under seal.

7 **2. "CONFIDENTIAL" MATERIAL**

8 "Confidential" material may include the following documents and  
9 tangible things produced or otherwise exchanged<sup>1</sup>:

- 10 • Information regarding the financial affairs of the defendants  
11 including, without limitation, income, expenses, and bank  
12 account information;
- 13 • Information protected by Federal Rule of Civil Procedure 5.2;
- 14 • Information subject to confidentiality agreements with non-  
15 parties or any pre-existing confidentiality agreements between  
16 the parties;
- 17 • Information that qualifies as a "trade secret" pursuant to the law  
18 of the jurisdiction where the trade secret was created, is stored or  
19 maintained; and
- 20 • Commercial information that is treated as confidential by the  
21 producing party and harm to the producing party's business  
22 interests may reasonably result if disclosure is not limited to  
23 certain individuals in accordance with this Order;

24  
25  
26 <sup>1</sup> These enumerated categories do not prejudice any party from challenging a  
27 confidentiality designation pursuant to Section 6 of this Order on the basis  
28 that confidential protection is not warranted, even if the information falls  
within one of the enumerated categories.

- Information appropriately marked as "Confidential" pursuant to the terms of this Order.

3. **SCOPE**

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material. However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. **ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

4.1 **Basic Principles.** A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary

1 for this litigation, unless the parties agree that a particular document or  
2 material produced is for Attorney's Eyes Only and is so designated;

3 (c) experts and consultants to whom disclosure is reasonably  
4 necessary for this litigation and who have signed the "Acknowledgment and  
5 Agreement to Be Bound" (Exhibit A);

6 (d) the court, court personnel, and court reporters and their  
7 staff;

8 (e) copy or imaging services retained by counsel to assist in  
9 the duplication of confidential material, provided that counsel for the party  
10 retaining the copy or imaging service instructs the service not to disclose  
11 any confidential material to third parties and to immediately return all  
12 originals and copies of any confidential material;

13 (f) during their depositions, witnesses in the action to whom  
14 disclosure is reasonably necessary and who have signed the  
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless  
16 otherwise agreed by the designating party or ordered by the court. Pages of  
17 transcribed deposition testimony or exhibits to depositions that reveal  
18 confidential material must be separately bound by the court reporter and  
19 may not be disclosed to anyone except as permitted under this agreement;

20 (g) the author or recipient of a document containing the  
21 information or a custodian or other person who otherwise possessed or  
22 knew the information;

23 (h) other parties, or counsel of record for other parties, in this  
24 lawsuit who have stipulated to this Order or whose clients are subject to this  
25 Order (this exception does not include confidential information or  
26 statements made or exchanged in connection with a mediation or settlement  
27 to the extent they are considered privileged or protected from discovery  
28 under federal or state law); or

1 (i) a Mediator and the Mediator's staff or other Dispute  
2 Resolution professional who signed the "Acknowledgment and Agreement  
3 to Be Bound" (Exhibit A) in order to conduct a mediation between some or  
4 all of the parties.

5 **4.3 Filing Confidential Material.** Before filing confidential material  
6 or discussing or referencing such material in court filings, the filing party  
7 shall make reasonable effort to confer with the designating party to  
8 determine whether the designating party will remove the confidential  
9 designation, whether the document can be redacted, or whether a motion to  
10 seal or stipulation and proposed order is warranted.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 **5.1 Exercise of Restraint and Care in Designating Material for**  
13 **Protection.** Each party or non-party that designates information or items for  
14 protection under this agreement must take care to limit any such  
15 designation to specific material that qualifies under the appropriate  
16 standards. The designating party must designate for protection only those  
17 parts of material, documents, items, or oral or written communications that  
18 qualify, so that other portions of the material, documents, items, or  
19 communications for which protection is not warranted are not swept  
20 unjustifiably within the ambit of this agreement.

21 Mass, indiscriminate, or routinized designations are prohibited.  
22 Designations that are shown to be clearly unjustified or that have been made  
23 for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case  
24 development process or to impose unnecessary expenses and burdens on  
25 other parties) expose the designating party to sanctions.

26 If it comes to a designating party's attention that information or items  
27 that it designated for protection do not qualify for protection, the  
28

1 designating party must promptly notify all other parties that it is  
2 withdrawing the mistaken designation.

3       **5.2 Manner and Timing of Designations.** Except as otherwise  
4 provided in this agreement (*see, e.g.*, second paragraph of section 5.2(a)  
5 below), or as otherwise stipulated or ordered, disclosure or discovery  
6 material that qualifies for protection under this agreement must be clearly so  
7 designated before or when the material is disclosed or produced.

8           (a) Information in documentary form: (e.g., paper or electronic  
9 documents and deposition exhibits, but excluding transcripts of depositions  
10 or other pretrial or trial proceedings), the designating party must affix the  
11 word "CONFIDENTIAL" to each page that contains confidential material. If  
12 only a portion or portions of the material on a page qualifies for protection,  
13 the producing party also must clearly identify the protected portion(s) (*e.g.*,  
14 by making appropriate markings in the margins).

15           (b) Testimony given in deposition or in other pretrial or trial  
16 proceedings: the parties must identify on the record, during the deposition,  
17 hearing, or other proceeding, all protected testimony, without prejudice to  
18 their right to so designate other testimony after reviewing the transcript.  
19 Any party or non-party may, within fifteen days after receiving a deposition  
20 transcript, designate portions of the transcript, or exhibits thereto, as  
21 confidential.

22           (c) Other tangible items: the producing party must affix in a  
23 prominent place on the exterior of the container or containers in which the  
24 information or item is stored the word "CONFIDENTIAL." If only a portion  
25 or portions of the information or item warrant protection, the producing  
26 party, to the extent practicable, shall identify the protected portion(s).

27       **5.3 Inadvertent Failures to Designate.** If timely corrected, an  
28 inadvertent failure to designate qualified information or items does not,



1 standing alone, waive the designating party's right to secure protection  
2 under this agreement for such material. Upon timely correction of a  
3 designation, the receiving party must make reasonable efforts to ensure that  
4 the material is treated in accordance with the provisions of this agreement.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **6.1 Timing of Challenges.** Any party or non-party may challenge a  
7 designation of confidentiality at any time. Unless a prompt challenge to a  
8 designating party's confidentiality designation is necessary to avoid  
9 foreseeable, substantial unfairness, unnecessary economic burdens, or a  
10 significant disruption or delay of the litigation, a party does not waive its  
11 right to challenge a confidentiality designation by electing not to mount a  
12 challenge promptly after the original designation is disclosed.

13 **6.2 Meet and Confer.** The parties must make reasonable effort to  
14 resolve any dispute regarding confidential designations without court  
15 involvement. Any motion regarding confidential designations or for a  
16 protective order must include a certification, in the motion or in a  
17 declaration or affidavit, that the movant has engaged, or reasonably  
18 attempted to engage, in a good faith meet and confer conference with other  
19 affected parties in an effort to resolve the dispute without court action. The  
20 certification must list the date, manner, and participants to the conference.  
21 A good faith effort to confer requires a face-to-face meeting or a telephone  
22 conference.

23 **6.3 Judicial Intervention.** If the parties cannot resolve a challenge  
24 without court intervention, the designating party may file and serve a  
25 motion to retain confidentiality. The burden of persuasion in any such  
26 motion shall be on the designating party. Frivolous challenges, and those  
27 made for an improper purpose (*e.g.*, to harass or impose unnecessary  
28 expenses and burdens on other parties) may expose the challenging party to

1 sanctions. All parties shall continue to maintain the material in question as  
2 confidential until the court rules on the challenge.

3 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION, OR REQUESTED BY ANY NEW**  
5 **PARTY TO THIS LITIGATION**

6 If a party is served with a subpoena or a court order issued in other  
7 litigation that compels disclosure of any information or items designated in  
8 this action as "CONFIDENTIAL," that party must:

9 (a) promptly notify the designating party in writing and include a  
10 copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena  
12 or order to issue in the other litigation that some or all of the material  
13 covered by the subpoena or order is subject to this agreement. Such  
14 notification shall include a copy of this agreement; and

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the designating party whose confidential material may be  
17 affected.

18 If any additional parties are added into this litigation and they request  
19 access or copies of CONFIDENTIAL material, those additional parties shall  
20 be subject to each and every of the restrictions on such CONFIDENTIAL  
21 information set forth herein.

22 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a receiving party learns that, by inadvertence or otherwise, it has  
24 disclosed confidential material to any person or in any circumstance not  
25 authorized under this agreement, the receiving party must immediately (a)  
26 notify in writing the designating party of the unauthorized disclosures, (b)  
27 use its best efforts to retrieve all unauthorized copies of the protected  
28 material, (c) inform the person or persons to whom unauthorized



1 disclosures were made of all the terms of this agreement, and (d) request  
2 that such person or persons execute the "Acknowledgment and Agreement  
3 to Be Bound" that is attached hereto as Exhibit A.

4 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
5 **OTHERWISE PROTECTED MATERIAL**

6 When a producing party gives notice to receiving parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other  
8 protection, the obligations of the receiving parties are those set forth in  
9 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
10 to modify whatever procedure may be established in an e-discovery order or  
11 agreement that provides for production without prior privilege review.  
12 Parties shall confer on an appropriate non-waiver order under Fed. R. Evid.  
13 502.

14 **10. NON TERMINATION AND RETURN OF DOCUMENTS**

15 Within 60 days after the termination of this action, including all  
16 appeals, each receiving party must return all confidential material to the  
17 producing party, including all copies, extracts and summaries thereof.  
18 Alternatively, the parties may agree upon appropriate methods of  
19 destruction.

20 Notwithstanding this provision, counsel are entitled to retain one  
21 archival copy of all documents filed with the court, trial, deposition, and  
22 hearing transcripts, correspondence, deposition and trial exhibits, expert  
23 reports, attorney work product, and consultant and expert work product,  
24 even if such materials contain confidential material.

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The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

DATE: December 14, 2016

MORRIS LAW GROUP

REISMAN SOROKAC

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Castle, and Aaron Waite

ORDER

IT IS SO ORDERED.

  
UNITED STATES MAGISTRATE JUDGE

DATE: December 15, 2016

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District  
Court for the District of Nevada in the case of *ServiceLink NLS, LLC v. Cooper  
Castle Law Firm, LLC et al.*, 2:16-cv-00005-APG-GWF. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject  
to this Amended Stipulated Protective Order to any person or entity except  
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the District of Nevada for the purpose of enforcing the terms of  
this Stipulated Protective Order, even if such enforcement proceedings  
occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_