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*Counsel for Defendant
Clark County School District*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JOHN and JANE DOE I, Guardians Ad Litem
for JOANN DOE I, a minor, individually and
on behalf of all those similarly situated, and
JOHN and JANE DOE II, Guardians Ad Litem
for JOANN DOE II, a minor, individually and
on behalf of all those similarly situated;

Case No. 2:16-cv-00239

Plaintiffs,
vs.

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

JEREMIAH MAZO; CLARK COUNTY
SCHOOL DISTRICT; DOES 1 through 20;
DOE 1 through 20; ROE CORPORATIONS 1
through 20;

Defendants.

Pursuant to the Stipulation contained herein by and among counsel for Plaintiffs JOHN and JANE DOE I, Guardians Ad Litem for JOANN DOE I, a minor, individually and on behalf of all those similarly situated, and JOHN and JANE DOE II, Guardians Ad Litem for JOANN DOE II, a minor, individually and on behalf of all those similarly situated (collectively "Plaintiffs"), and

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1 counsel for Defendant Clark County School District (“CCSD” or “Defendant”), the Court hereby
2 finds as follows:

3 1. The “Litigation” shall mean the above-captioned case, JOHN and JANE DOE I,
4 Guardians Ad Litem for JOANN DOE I, a minor, individually and on behalf of all those similarly
5 situated, and JOHN and JANE DOE II, Guardians Ad Litem for JOANN DOE II, a minor,
6 individually and on behalf of all those similarly situated; Plaintiffs, vs. JEREMIAH MAZO;
7 CLARK COUNTY SCHOOL DISTRICT; DOES 1 through 20; DOE 1 through 20; ROE
8 CORPORATIONS 1 through 20; Defendants filed in the United States District Court, District of
9 Nevada Case No. 2:16-cv-00239-APG-PAL.

10 2. “Documents” or “Information” shall mean and include any documents (whether in
11 hard copy or electronic form), records, correspondence, analyses, assessments, statements (financial
12 or otherwise), responses to discovery, tangible articles or things, whether documentary or oral, and
13 other information provided, served, disclosed, filed, or produced, whether voluntarily or through
14 discovery or other means, in connection with this Litigation. A draft or non-identical copy is a
15 separate document within the meaning of these terms.

16 3. “Party” (or “Parties”) shall mean one party (or all parties) in this Litigation and their
17 in-house and outside counsel. “Producing Party” shall mean any person or entity who provides,
18 serves, discloses, files, or produces any Documents or Information. “Receiving Party” shall mean
19 any person or entity who receives any such Documents or Information.

20 4. The privacy of students who are not parties to the Litigation is protected under
21 federal law and as a school district that receives federal funding, CCSD is bound by the Family
22 Educational Rights and Privacy Act (“FERPA”) and is not at liberty to disclose personally
23 identifying information of its students without written consent or court order. The Parties
24 acknowledge that information that could reasonably likely to lead to admissible evidence in this
25 Litigation could contain information that is protected by FERPA. In addition, personnel files of
26 employees involved in an incident are confidential and private in nature, and as a result, must be
27 limited and protected to protect the individuals’ fundamental right to privacy guaranteed by the
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1 First, Third, Fourth, Fifth, and Ninth Amendments of the U.S. Constitution. *See, El Dorado Savings*
2 *& Loan Assoc. v. Superior Court of Sacramento County*, 190 Cal. App. 3d 342 (1987).
3 Accordingly, the Parties agree that, a Party may designate any Document, thing, material,
4 testimony, or other Information derived therefrom as “CONFIDENTIAL” under the terms of this
5 Confidentiality Agreement and Protective Order (hereinafter “Order”) that shall not be provided or
6 made available to third parties except as permitted by, and in accordance with, the provisions of this
7 Order. Confidential Information includes any information contained in personnel files of CCSD
8 employees and/or information that has not been made public and contains trade secret, proprietary
9 and/or sensitive business or personal information, and/or any (personal) information about students
10 that is protected by FERPA.

11 5. In addition, if any party requests documents or other evidence that are subject to
12 FERPA, the Parties acknowledge that a Court Order requiring such a disclosure must first be
13 obtained. If such a court order is granted, and disclosure of FERPA protected information is
14 required, the Parties acknowledge FERPA protected information will be marked confidential
15 pursuant to the Stipulated Confidentiality Agreement and Protective Order.

16 6. CONFIDENTIAL Documents shall be so designated by marking or stamping each
17 page of the Document produced to or received from a Party with the legend “CONFIDENTIAL.”

18 7. Testimony taken at a deposition may be designated as CONFIDENTIAL by any
19 Party making a statement to that effect on the record at the deposition or within ten (10) business
20 days of receipt of the transcript. Arrangements shall be made with the court reporter taking and
21 transcribing such deposition to separately bind such portions of the transcript and deposition
22 exhibits containing Information designated as CONFIDENTIAL, and to label such portions
23 appropriately. Counsel for the Parties may also designate an entire deposition transcript as
24 CONFIDENTIAL at the time of the deposition or within ten (10) business days of receipt of the
25 transcript.

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1 8. CONFIDENTIAL Information shall be maintained in strict confidence by the Parties
2 who receive such information, shall be used solely for the purposes of this Litigation, and shall not
3 be disclosed to any person except:

4 (a) The United States District Court, District of Nevada, or any other court to
5 which this matter may be transferred (the “Court”), so long as the party seeking to file a confidential
6 document under seal complies with the Ninth Circuit’s directives in *Kamakana v. City and County*
7 *of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and the Court’s electronic filing procedures set forth in
8 Local Rule 10-5(b);

9 (b) In the event of an appeal, the United States Court of Appeals (the “Appellate
10 Court”) and/or the United States Supreme Court (the “Supreme Court”), so long as that document is
11 filed under seal;

12 (c) The attorneys of record in this Litigation and their co-shareholders, co-
13 directors, partners, employees, and associates who are assisting in the Litigation (collectively
14 hereafter referred to as “Outside Counsel”);

15 (d) A Party, or an officer, director, or employee of a Party or of a Party’s
16 affiliate, as long as any such person agrees to be bound by the terms and conditions of this
17 Agreement, however, no copies should be;

18 (e) Subject to the terms of Paragraph 13 below, experts or consultants and their
19 staff, retained by the Parties and/or Outside Counsel in this Litigation for the purposes of this
20 Litigation;

21 (f) Any other person, only if the Receiving Party has given written notice to the
22 Producing Party of an intent to disclose specified CONFIDENTIAL Information to said person,
23 who shall be identified by name, address, phone number, and relationship, if any, to the Receiving
24 Party, and the Producing Party has not provided a written objection to the disclosure within ten (10)
25 business days of delivery of the notification. In the event of an objection, no disclosure shall be
26 made pending the resolution of the objection. If the disclosure includes information that is
27 protected by FERPA, the objection can only be resolved by stipulation of the parties or court order
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1 which includes a provision allowing CCSD to provide no less than thirty (30) days' notice to the
2 parents of the children that may be implicated in any disclosure. Before any person may receive
3 Documents or Information pursuant to this subparagraph, he or she must comply with the
4 requirements of Paragraph 13 below.

5 9. If a witness is providing or is provided CONFIDENTIAL Information during a
6 deposition, counsel for the Producing Party may request that all persons other than the witness and
7 persons entitled by this Order to have access to the CONFIDENTIAL Information leave the
8 deposition room during that portion of the deposition other than the court reporter. Failure of any
9 person to comply with such a request will constitute sufficient justification for the witness to refuse
10 to answer the question, or for the Producing Party to demand that CONFIDENTIAL Information
11 not be provided to the witness, pending resolution of the issue.

12 10. All designations of Information as CONFIDENTIAL by the Producing Party must be
13 made in good faith.

14 11. A party may object to the designation of particular Information as CONFIDENTIAL
15 by giving written notice to the party designating the disputed Information. The written notice shall
16 identify the Information to which the objection is made. If the parties cannot resolve the objection
17 within ten (10) business days after the time the notice is received, it shall be the obligation of the
18 party designating the Information as CONFIDENTIAL to file an appropriate motion requesting that
19 the Court determine whether the disputed Information should be subject to the terms of this
20 Protective Order. If such a motion is filed within ten (10) business days after the date the parties
21 fail to resolve the objection, the disputed Information shall be treated as CONFIDENTIAL under
22 the terms of this Protective Order until the Court rules on the motion. If the designating party fails
23 to file such a motion within the prescribed time, the disputed Information shall lose its designation
24 as CONFIDENTIAL and shall not thereafter be treated as CONFIDENTIAL in accordance with this
25 Protective Order. In connection with a motion filed under this provision, the party designating the
26 Information as CONFIDENTIAL shall bear the burden of establishing that good cause exists for the
27 disputed Information to be treated as CONFIDENTIAL.

1 12. While protected by this Order, any Information designated CONFIDENTIAL shall
2 be held in strict confidence by each person to whom it is disclosed; shall be used solely for the
3 purposes of this Litigation; and shall not be used for any other purpose, including, without
4 limitation, use in any other lawsuit. Documents and Information previously produced by the parties
5 may be designated “Confidential” within 30 days after the date of this Order.

6 13. With respect to outside experts or other persons pursuant to Paragraph 8, to become
7 an authorized expert or other person entitled to access to CONFIDENTIAL Information, the expert
8 or other person must be provided with a copy of this Order and must sign a certification in the form
9 attached as Exhibit A hereto acknowledging that he/she has carefully and completely read,
10 understands, and agrees to be bound by this Order. The Party on whose behalf such a Certification
11 is signed shall retain the original Certification.

12 14. Notwithstanding any other provision herein, nothing shall prevent a Party from
13 revealing CONFIDENTIAL Information to a person who created or previously received (as an
14 addressee or by way of copy) such Information.

15 15. The inadvertent production of any Information without it being properly marked or
16 otherwise designated shall not be deemed to waive any claim of confidentiality with respect to such
17 Information. If a Producing Party, through inadvertence, produces any CONFIDENTIAL
18 Information without marking or designating it as such in accordance with the provisions of this
19 Order, the Producing Party may, promptly on discovery, furnish a substitute copy properly marked
20 along with written notice to all Parties (or written notice alone as to non-documentary Information)
21 that such Information is deemed CONFIDENTIAL and should be treated as such in accordance
22 with the provisions of this Order. Each receiving person must treat such Information as
23 CONFIDENTIAL in accordance with the notice from the date such notice is received. Disclosure
24 of such CONFIDENTIAL Information prior to the receipt of such notice shall not be deemed a
25 violation of this Confidentiality Agreement. A Receiving Party who has disclosed such
26 CONFIDENTIAL Information prior to the receipt of such notice shall take steps to cure such
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1 disclosure by requesting return of the original document and substituting it with the properly
2 marked one.

3 16. A copy of this Order shall be shown to each attorney acting as counsel for a Party
4 and to each person to whom CONFIDENTIAL Information will be disclosed.

5 17. Nothing in this Order shall be construed as an admission or agreement that any
6 specific Information is or is not confidential, subject to discovery, relevant, or admissible in
7 evidence in any future proceeding.

8 18. The Parties shall comply with the requirements of Local Rule 10-5(b), and the Ninth
9 Circuit's decision in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178 (9th Cir.
10 2006), with respect to any documents filed under seal in this matter.

11 19. This Order shall not be construed to prevent any Party from making use of or
12 disclosing Information that was lawfully obtained by a Party independent of discovery in this
13 Litigation, whether or not such material is also obtained through discovery in this Litigation, or
14 from using or disclosing its own CONFIDENTIAL Information as it deems appropriate.

15 20. If either Party becomes required by law, regulation, or order of a court or
16 governmental entity to disclose any CONFIDENTIAL Information that has been produced to it
17 under the terms of this Order, such Party will reasonably notify the other Parties, in writing, so that
18 the original Producing Party has an opportunity to prevent or restrict such disclosure. The Party
19 required to disclose any CONFIDENTIAL Information shall use reasonable efforts to maintain the
20 confidentiality of such CONFIDENTIAL Information and shall cooperate with the Party that
21 originally produced the Information in its efforts to obtain a protective order or other protection
22 limiting disclosure; however, the Party required to disclose the Information shall not be required to
23 seek a protective order or other protection against disclosure in lieu of, or in the absence of, efforts
24 by the Producing Party to do so.

25 21. Upon termination of this Litigation, either by settlement or other action, any Party
26 and its counsel that obtained CONFIDENTIAL Information through discovery shall, upon request,
27 return all such CONFIDENTIAL Information to the Producing Party or certify as to its destruction.

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1 Counsel may retain CONFIDENTIAL Information solely for archival purposes. The restrictions of
2 this Protective Order shall apply to Counsel for as long as they hold such archival Documents.

3 22. The obligation to treat all Information designated as CONFIDENTIAL in accordance
4 with the terms of this Order and not to disclose such CONFIDENTIAL Information shall survive
5 any settlement or other termination of this Litigation.


6 23. The inadvertent production of any Information during discovery in this action shall
7 be without prejudice to any claim that such Information is subject to the attorney-client privilege or
8 is protected from discovery as attorney work product. No Party shall be held to have waived any
9 rights by such inadvertent production. Upon notification of inadvertent production, the receiving
10 Party shall not use or divulge the contents of such Information unless subsequently agreed to by the
11 Producing Party or permitted by the Court. Any such inadvertently produced Information shall be
12 returned by the Receiving Party within three business days of any written request therefore. The
13 Receiving Party retains the right to challenge the Information as not privileged or otherwise
14 protected and discoverable.

15 24. The Parties may seek modification of this Order by the Court at any time, by
16 stipulation or for good cause.

17 **IT IS SO STIPULATED.**


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19 Dated this 27th day of September, 2016.

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21 GREENBERG TRAUIG, LLP

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23 
24 MARK E. FERRARIO (NV BAR 1625)
25 KARA B. HENDRICKS (NV BAR 7743)
26 Moorea L. Katz (NV Bar 12007)
27 3773 Howard Hughes Parkway
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Las Vegas, Nevada 89169
*Attorneys for Defendant Clark County
School District*

20
21 Dated this 27th day of September, 2016.

22 EGLET PRINCE

23 
24 ROBERT T. EGLET (NV BAR 3402)
25 AARON E. FORD (NV BAR 7704)
26 400 SOUTH SEVENTH ST., STE. 400
27 LAS VEGAS, NEVADA 89101
28 *Counsel for Plaintiffs*

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Dated this 27th day of September, 2016.

MUELLER HINDS & ASSOCIATES



JOHN G. GEORGE (NV BAR 12380)
600 SOUTH EIGHTH ST.
LAS VEGAS, NEVADA 89101
Counsel for Jerimiah Mazo

ORDER

IT IS HEREBY ORDERED.

DATED this 28th day of September, 2016.



UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JOHN and JANE DOE I, Guardians Ad Litem
for JOANN DOE I, a minor, individually and
on behalf of all those similarly situated, and
JOHN and JANE DOE II, Guardians Ad Litem
for JOANN DOE II, a minor, individually and
on behalf of all those similarly situated;

Case No. 2:16-cv-00239

Plaintiffs,

vs.

JEREMIAH MAZO; CLARK COUNTY
SCHOOL DISTRICT; DOES 1 through 20;
DOE 1 through 20; ROE CORPORATIONS 1
through 20;

Defendants.

I have read the Protective Order in the above-captioned case. I understand the terms of the Order, I agree to be fully bound by the terms of the Order, and I hereby submit to the jurisdiction of the United States District Court for the District of Nevada for purposes of enforcement of the Order.

Date: _____

Signature: _____

Signatory's Name, Business Affiliation, and
Business Address:

