

1 Janice M. Michaels
 Nevada Bar No. 6062
 2 Anthony S. Wong
 Nevada Bar No. 12899
 3 Wood, Smith, Henning & Berman LLP
 7674 West Lake Mead Boulevard, Suite 150
 4 Las Vegas, Nevada 89128-6644
 Telephone: 702 251 4100
 5 Facsimile: 702 251 5405

6 Attorneys for RR DONNELLEY LOGISTICS
 SERVICES WORLDWIDE INC.
 7

8 **UNITED STATES DISTRICT COURT**
 9 **DISTRICT OF NEVADA, SOUTHERN DIVISION**

10 ASTRABRANDS LV, INC., a Nevada
 corporation,
 11
 Plaintiff,
 12
 v.
 13

Case No. 2:16-CV-00302-JCM-PAL

**STIPULATED CONFIDENTIALITY
 AGREEMENT AND PROTECTIVE
 ORDER**

14 GLOBAL EXPO TRANZ, LLC, a Nevada
 Limited Liability Company; NEW ENGLAND
 15 MOTOR FREIGHT, INC., a New Jersey
 corporation; OAK HARBOR FREIGHT
 16 LINES, INC., a Washington corporation; RR
 DONNELLEY LOGISTICS SERVICES
 17 WORLDWIDE, INC., an Illinois corporation;
 and DOES 1 to 10, inclusive,
 18
 Defendants.
 19

20 **STIPULATED CONFIDENTIALITY AGREEMENT**
 21 **AND PROTECTIVE ORDER**

22 IT IS HEREBY STIPULATED, AGREED AND UNDERSTOOD BY Plaintiff
 23 ASTRABRANDS LV, INC. ("Plaintiff") and Defendants RR DONNELLEY LOGISTICS SERVICES
 24 WORLDWIDE, INC., NEW ENGLAND MOTOR FREIGHT, INC., and OAK HARBOR FREIGHT
 25 LINES, INC. (collectively, "Defendants"), as follows:

26 1. Discovery in the above-entitled action may involve documents, photographs, video, or
 27 other information of a proprietary and non-public nature, and that the parties consider confidential or
 28 highly confidential.

WOOD, SMITH, HENNING & BERMAN LLP
 Attorneys at Law
 7674 WEST LAKE MEAD BOULEVARD, SUITE 150
 LAS VEGAS, NEVADA 89128-6644
 TELEPHONE 702 251 4100 ♦ FAX 702 251 5405

1 2. Pursuant to FRCP 26(c), good cause exists for the issuance of a protective order
2 governing the handling of certain documents, photographs, video, or other information.

3 3. This Order shall be applicable to and govern all confidential or highly confidential
4 information in any form (including without limitation information contained in or on any tangible
5 thing) produced or disclosed by or on behalf of any party to this litigation, in connection with this
6 Case No. 2:16-CV-00302-JCM-PAL (“Action”).

7 4. The following definitions shall apply:

8 a. “CONFIDENTIAL INFORMATION” shall mean documents, photographs, video,
9 or other information designated as “CONFIDENTIAL” by a Producing Party, who
10 in good faith believes the documents, photographs, video, or other information
11 constitutes or include proprietary or non-public information that (i) is used by the
12 party in, or pertaining to, its business; (ii) is not generally known by the general
13 public; and (iii) the party normally would not reveal to third parties or, if disclosed,
14 would require such third parties to maintain in confidence.

15 b. “HIGHLY CONFIDENTIAL INFORMATION” shall mean documents,
16 photographs, video, or other information designated thereon as “HIGHLY
17 CONFIDENTIAL” by a Producing Party, who in good faith believes the
18 documents, photographs, video, or other information are particularly or especially
19 sensitive and confidential that the Producing Party has and other discovery
20 materials which the Producing Party considers so sensitive or confidential that
21 added protections are warranted.

22 c. “Producing Party” shall mean the parties, person or entity producing
23 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
24 INFORMATION or giving testimony in this Action regarding or relating to
25 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
26 INFORMATION which has been designated as CONFIDENTIAL or HIGHLY
27 CONFIDENTIAL subject to this Protective Order.

28 ///

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

d. “Recipient” shall mean the party, person or entity who has agreed in writing to be subject to this Protective Order to whom the Producing Party makes available CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION. Recipient shall include those persons or entities identified in Sections 7 and 8.

e. “Disclose” shall mean the transfer or delivery to a party, person or entity of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, permitting the inspection or review of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, or communicating the contents of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION.

5. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be used by the parties in this Action solely for the purpose of this Action, and not for any other purpose whatsoever.

6. It is the intention of the parties that the designation of documents, photographs, video, or other information as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” be used narrowly, and with the most limited use possible.

7. Information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” and any copies, excerpts or summaries thereof, and any further information derived therefrom, shall not be revealed, disclosed or otherwise made known to persons other than those specified below or in any manner other than as specified below:

a. The Court—Any party may disclose and submit CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to the Court, including all persons employed by the Court. Any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, and information derived therefrom, which are filed with the Court shall be filed in accordance with Paragraph 13 of this Stipulated Protective Order.

///

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- b. Outside Counsel—CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION may be disclosed to outside counsel for the parties in this action, including counsel’s employees and outside contractors used to perform clerical functions.
- c. Receiving Parties—CONFIDENTIAL INFORMATION may be disclosed (1) to in-house counsel and (2) to other employees of a Receiving Party whose participation in the prosecution or defense of the action, is necessary in the good faith assessment of counsel for the Receiving Party.
- d. Expert Witnesses—CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION may be disclosed to outside experts retained to work on this action, including employees of such experts and persons providing clerical or support services. The parties agree that before any HIGHLY CONFIDENTIAL INFORMATION is provided to an expert witness, the Receiving Party must obtain written consent from the Producing Party, which consent will not be unreasonably refused. The parties agree that such persons shall agree in writing in a form substantially similar to **Exhibit “A”** attached hereto in advance of receiving any HIGHLY CONFIDENTIAL INFORMATION to be subject to its terms.
- e. Employees And Former Employees Of The Producing Party—CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION of the Producing Party may be disclosed by the Receiving Party during any deposition in this action or at trial of the action to any employee of the Producing Party or its affiliates and any former employee of the Producing Party or its affiliates who was employed by the Producing Party or its affiliates (1) on the date the document was prepared or dated, or (2) on the dates to which the information relates. Such information may also be disclosed to any attorney representing such person at his or her deposition. The parties agree that before any HIGHLY CONFIDENTIAL INFORMATION is disclosed to any employees of the Producing Party pursuant to

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1 this paragraph, the Receiving Party must obtain written consent from the
2 Producing Party, which consent will not be unreasonably refused.

3 f. Non-parties—CONFIDENTIAL INFORMATION may be disclosed during any
4 deposition in the action or at trial of the actions to a non-party witness (and any
5 attorney representing such person at his or her deposition).

6 g. Court Reporters—CONFIDENTIAL INFORMATION and HIGHLY
7 CONFIDENTIAL INFORMATION may be disclosed to court reporters rendering
8 court reporting services for depositions or the trial in the Civil Actions, including
9 the employees of such court reporters.

10 8. Recipients are prohibited from disclosing CONFIDENTIAL INFORMATION or
11 HIGHLY CONFIDENTIAL INFORMATION except as permitted by this Protective Order.

12 9. Recipients of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
13 INFORMATION hereby agree to be subject to the jurisdiction of this Court for the purpose of any
14 proceedings relating to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
15 INFORMATION protected by this Protective Order.

16 10. The Recipient of any CONFIDENTIAL INFORMATION or HIGHLY
17 CONFIDENTIAL INFORMATION shall maintain such information in a secure and safe area and
18 shall exercise the same standard of due and proper care with respect to the storage, custody, use and/or
19 dissemination of such information as is exercised by the recipient with respect to its own proprietary
20 information.

21 11. In the event any Recipient to whom CONFIDENTIAL INFORMATION or HIGHLY
22 CONFIDENTIAL INFORMATION has been disclosed is no longer involved in this Action, said
23 Recipient shall return all CONFIDENTIAL INFORMATION and/or HIGHLY CONFIDENTIAL
24 INFORMATION to the Producing Party. The Recipient shall remain subject to the provisions of this
25 Protective Order.

26 ///

27 ///

28 ///

1 12. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION
2 shall be designated as such by the Producing Party as follows:

3 a. Documents (including documents or information included in discovery
4 responses)—Documents shall be designated as CONFIDENTIAL
5 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by placing or
6 affixing on the document, or on a label associated with the document, in a manner
7 that will not interfere with its legibility, the designation “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL.” A Designation on the first page of the document is
9 sufficient to bring the entire documents within the scope of this Order.

10 b. Non-documentary information—In the event any CONFIDENTIAL
11 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is disclosed by
12 a Producing Party in electronic, photographic or other non-documentary form, the
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” designation shall be placed
14 on the jacket, cover or container in which the non-documentary CONFIDENTIAL
15 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is produced.
16 The Recipient shall maintain the non-documentary CONFIDENTIAL
17 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION in the marked
18 jacket, cover or container, and shall in good faith take such steps necessary to
19 ensure that the non-documentary CONFIDENTIAL INFORMATION or HIGHLY
20 CONFIDENTIAL INFORMATION is not disclosed except as provided in this
21 Protective Order.

22 c. Testimony—The Producing Party may designate testimony or exhibits as
23 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
24 INFORMATION by making a statement to that effect on the record when the
25 testimony is given or by identifying, by reference to pages and lines, the portions
26 of the transcript that reflect CONFIDENTIAL INFORMATION or HIGHLY
27 CONFIDENTIAL INFORMATION. In addition, corrections, additions, or
28 deletions to portions of a transcript that the designating party wishes to designate

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1 as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
2 INFORMATION may be identified by page and line references. Designations
3 made after a deposition shall be made by written notice served on all counsel of
4 record. For thirty days after the receipt, the entire transcript of any deposition shall
5 be treated as CONFIDENTIAL INFORMATION, except that any portions of
6 testimony designated HIGHLY CONFIDENTIAL INFORMATION at the time of
7 and during the deposition shall be treated as such. If testimony is designated as
8 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
9 INFORMATION, the parties' counsel and the court reporter who transcribes the
10 deposition testimony shall make reasonable arrangements to maintain the
11 confidentiality of any deposition testimony or exhibits designated as
12 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
13 INFORMATION in accordance with the terms of this Order.¹ These
14 arrangements may include the marking of transcript pages, covers or exhibits, and
15 other measures to preclude the disclosure of CONFIDENTIAL INFORMATION
16 or HIGHLY CONFIDENTIAL INFORMATION to other than qualified persons.

17 d. In the event that documents, photographs, video, or other information that may
18 contain CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
19 INFORMATION are made available for inspection, upon prior written notice by
20 the Producing Party, the party inspecting the documents and/or information shall
21 treat all documents and information produced as CONFIDENTIAL
22 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION until selected
23 copies are furnished. There will be no waiver of confidentiality by the inspecting
24 of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
25 INFORMATION before it is copied and marked "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL."

27
28 ¹ This does not apply to proceedings that the Court recorder records and transcribes.

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- e. A Producing Party shall mark as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION prior to or contemporaneously with production and delivery of copies to the Recipient. Unless designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, all documents, photographs, video, or other information produced shall be considered non-confidential after production.
- f. In the event that a Producing Party determines that documents, photographs, video, or other information delivered to a Recipient were inadvertently produced and not designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, the Producing Party shall provide notice in writing to the Recipient, and the Recipient shall mark as CONFIDENTIAL or HIGHLY CONFIDENTIAL those documents, photographs, video, or other information identified, which shall be deemed CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION and the Recipient shall treat that information in accordance with this Protective Order from and after the date of receipt of written notice.
- g. Any Producing Party’s inadvertent or unintentional failure to designate documents, photographs, video, or other information as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall not be deemed a waiver in whole or in part of that Producing Party’s claim of confidentiality, so long as the Producing Party provides the written notification discussed in “f.” above within a reasonable time after learning that the confidential information was inadvertently or unintentionally produced without an appropriate confidentiality designation.

///
///
///
///

1 13. Any material designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”, if filed
 2 with this Court, shall be filed under seal. If this Court enters written findings that the sealing of the
 3 material is justified, the material will remain under seal, but the material will be unsealed if this Court
 4 denies the filing Party’s concurrent request to seal the material. The Party filing any paper which
 5 reflects, contains or includes any material designated “CONFIDENTIAL” or “HIGHLY
 6 CONFIDENTIAL” subject to this Protective Order shall also file a concurrent motion to seal the
 7 material ~~and shall temporarily file the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” material~~
 8 ~~in a sealed envelope bearing a statement substantially in the following form until such time as this~~
 9 ~~Court has considered the motion: “This envelope contains material subject to a Protective Order of~~
 10 ~~this Court. Unless this Court finds that there are no grounds to seal or redact the enclosed material,~~
 11 ~~the contents of this envelope should not be disclosed, revealed or made public.”~~

12 14. ~~Copies of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL~~
 13 ~~INFORMATION filed with this Court prior to trial or received in evidence at trial of this action, and~~
 14 ~~any other materials falling within the terms of this Order which are so designated at trial or at time of~~
 15 ~~filing, shall be kept by the Clerk of this Court. Where possible only those portions of documents~~
 16 ~~consisting of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION~~
 17 ~~shall be filed in sealed envelopes.~~

18 15. In the event a party designates as CONFIDENTIAL or HIGHLY CONFIDENTIAL
 19 any information disclosed or discussed in the course of a deposition, the reporter for the deposition
 20 shall be directed that questions, answers, colloquy, and exhibits referring or relating to any such
 21 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be placed
 22 in a separate volume labeled so as to reflect the confidentiality of the material contained therein.

23 16. In the event any party deposing a witness wishes to show or disclose CONFIDENTIAL
 24 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to a non-party witness, or a
 25 witness not qualified under this Protective Order to receive such information, the party shall not
 26 disclose the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to
 27 the witness until such CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 28 INFORMATION has been shown or disclosed to the attorney representing the Producing Party. The

Stricken by
 the court.
 The parties
 shall comply
 with LR
 10-5(b).

WOOD, SMITH, HENNING & BERMAN LLP
 Attorneys at Law
 7674 WEST LAKE MEAD BOULEVARD, SUITE 150
 LAS VEGAS, NEVADA 89128-6644
 TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1 attorney representing the Producing Party shall have a reasonable opportunity at the deposition to
2 review the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION and
3 to object on the record to its disclosure to the witness. In the event such an objection is interposed, the
4 witness to whom the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
5 INFORMATION will be disclosed, and any persons attending the deposition who are not identified in
6 paragraph 7 or 8 hereof, shall be first required to consent to and abide by the terms of this Protective
7 Order before the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
8 INFORMATION may be disclosed. Should any person in the deposition refuse to consent to and
9 abide by the terms of this Protective Order, then he or she shall leave the deposition room until the
10 conclusion of the questioning concerning the CONFIDENTIAL INFORMATION or HIGHLY
11 CONFIDENTIAL INFORMATION, and shall not be entitled to receive copies of any
12 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION or portions of
13 the transcript relating to the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
14 INFORMATION absent further order of this Court. This procedure applies in the case of all
15 depositions conducted in this Action, whether conducted within or outside the State of Nevada.

16 17. If any portion of a deposition transcript is filed and contains CONFIDENTIAL
17 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, that portion of the transcript shall
18 bear the appropriate legend on the caption page and shall be filed under seal.

19 18. A Recipient shall not be obligated to challenge the propriety of any CONFIDENTIAL
20 or HIGHLY CONFIDENTIAL designation when made, and failure to do so shall not preclude a
21 subsequent challenge thereto. In the event any party objects at any stage of these proceedings to a
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL designation, such party shall notify the Producing
23 Party of its objection in writing specifically setting forth the objection. If the parties are unable to
24 resolve their dispute after making good faith attempts to do so, the party challenging the designation
25 may request appropriate relief from the Court, provided ten days have passed since the Producing
26 Party was first notified of the dispute. During the notice period, the objecting party shall confer with
27 the Producing Party in a good faith effort to resolve the dispute. The objecting party's failure to meet
28 and confer shall be dispositive of the objecting party's right to further challenge the propriety of any

1 CONFIDENTIAL or HIGHLY CONFIDENTIAL designation. The burden of proving information
2 has been properly designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL is on the Producing
3 Party.

4 19. Nothing in this Protective Order shall be construed as an admission or agreement that
5 any specific document or information is or is not confidential or is or is not otherwise subject to
6 discovery or is admissible in evidence. Nothing in this Protective Order shall be deemed a waiver of
7 any party's rights to oppose production of any information or documents for any reason other than the
8 confidentiality of such information or documents. All documents and things designated as
9 CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be used only for purposes of this proceeding
10 or for dealing with any claim or controversy that is or shall be the subject of this proceeding.

11 20. Use of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
12 INFORMATION in any Court proceeding shall not, without further order of the Court, cause such
13 information to lose its CONFIDENTIAL or HIGHLY CONFIDENTIAL status. The parties shall take
14 all steps reasonably required to protect the confidentiality of such information during such use.

15 21. The restrictions provided for herein shall not terminate upon the conclusion of this
16 Action but shall continue until further order of this Court; provided, however, that this Protective
17 Order shall not be construed: (i) to prevent any party or its counsel from making use of information
18 which was lawfully in its possession prior to its disclosure by the Producing Party; (ii) to apply to
19 information which appears in printed publications or becomes publicly known through no fault of any
20 party or its counsel; or (iii) to apply to information which any party or its counsel has lawfully
21 obtained since disclosure by the Producing Party, or shall thereafter lawfully obtain, from a third party
22 having the right to disclose such information.

23 22. Nothing in this Order shall preclude any party to the lawsuit or its attorneys from: (i)
24 showing a document or information designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL
25 to an individual who either prepared or reviewed the document or information prior to the filing of this
26 Action; or (ii) disclosing or using, in any manner or for any purpose, any information or documents
27 from the party's own files which the party itself has designated as CONFIDENTIAL or HIGHLY
28 CONFIDENTIAL.

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1 23. Upon final determination of the above-captioned proceeding, including all appeals,
2 except as provided herein below, all documents, photographs, video, or other information designated
3 CONFIDENTIAL or HIGHLY CONFIDENTIAL which are in the possession of any Recipient shall
4 be destroyed or returned to counsel of record for the Producing Party, and all persons who have had
5 access to or possession of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
6 INFORMATION shall certify that they have either destroyed such material and all copies thereof or
7 returned all such information and all copies thereof to the Producing Party. Notwithstanding any of
8 the foregoing, outside counsel shall be entitled to keep their copies of pleadings and other papers
9 submitted to the Court.

10 24. This Protective Order may be modified only by stipulation of the parties so ordered by
11 the Court or by other Order of the Court.

12 25. Parties later joined to this Action or not signing this Order shall not be entitled to
13 receive or review anything designated CONFIDENTIAL or HIGHLY CONFIDENTIAL under the
14 terms of this Order until and unless they sign and agree to the terms of this Order.

15 26. In the event a Recipient who has received CONFIDENTIAL or HIGHLY
16 CONFIDENTIAL subject to this Order is: (a) subpoenaed in another action; (b) served with a demand
17 in another action to which the person is a party; or (c) served with any other legal process by one not a
18 party to this action, that seeks CONFIDENTIAL or HIGHLY CONFIDENTIAL, he, she, or it shall
19 give prompt written notice of the receipt of such subpoena, demand or other legal process to the
20 designating party and its counsel, and upon request, shall reasonably cooperate with the designating
21 party in its efforts to protect the CONFIDENTIAL or HIGHLY CONFIDENTIAL designated
22 information from disclosure.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405

1 27. This Protective Order shall apply to pretrial proceedings and discovery only. The
2 Court will establish separately any necessary procedures for handling CONFIDENTIAL
3 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION during the trial of this matter.

4 DATED this 18th day of April, 2016.

DATED this 18th day of April, 2016.

5 MCKAY ROBBINS

WOOD SMITH HENNING & BERMAN, LLP

6 /s/ Pamela A. McKay

/s/ Anthony S. Wong

7 _____
8 Pamela A. McKay, Esq.
9 Nevada Bar No. 7812
10 Robert T. Robbins, Esq.
11 Nevada Bar No. 6109
12 9320 Sun City Blvd, Suite 104
13 Las Vegas, NV 89134

Janice M. Michaels, Esq.
Nevada Bar No. 6062
Anthony S. Wong, Esq.
Nevada Bar No. 12899
7674 West Lake Mead Boulevard, Suite 150
Las Vegas, Nevada 89128-6644
Telephone: 702 251 4100
Facsimile: 702 251 5405

11 **Attorneys for Plaintiff**

**Attorneys for RR DONNELLEY LOGISTICS
SERVICES WORLDWIDE INC.**

13 DATED this 18th day of April, 2016

DATED this 18th day of April, 2016

14 LEWIS BRISBOIS BISGAARD &
15 SMITH LLP

KOCH & SCOW LLC

16 /s/ Darrell D. Dennis

/s/ David R. Koch

17 _____
18 Darrell D. Dennis, Esq.
19 Nevada Bar No. 6618
20 Steven Abbott, Esq.
21 Nevada Bar No. 10303
22 Jake R. Spencer, Esq.
23 Nevada Bar No. 12282
24 6385 S. Rainbow Blvd, Suite 600
25 Las Vegas, NV 89118

David R. Koch, Esq.
Nevada Bar No. 8830
11500 S. Eastern Avenue, Ste. 210
Henderson, NV 89052

Attorney for Oak Harbor Freight Lines, Inc.

21 **Attorneys for New England Motor
22 Freight, Inc.**

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702 251 4100 ♦ FAX 702 251 5405

1 DATED this 18th day of April, 2016

2 PERKINS COIE LLP

3 /s/ Paul S. Graves

4 _____
5 Paul S. Graves, Esq.
6 1201 Third Avenue, Suite 4900
7 Seattle, WA 98101-3099

8 **Attorney for Oak Harbor Freight Lines,
9 Inc.**

10 **ORDER**

11 IT IS SO ORDERED this 2 day of May, 2016.

12 
13 _____
14 MAGISTRATE JUDGE

15 SUBMITTED BY:

16 DATED: April 18, 2016

17 WOOD, SMITH, HENNING & BERMAN LLP

18 By: _____
19 /s/ Anthony S. Wong
20 Janice M. Michaels
21 Nevada Bar No. 6062
22 Anthony S. Wong
23 Nevada Bar No. 12899
24 Wood, Smith, Henning & Berman LLP
25 7674 West Lake Mead Boulevard, Suite 150
26 Las Vegas, Nevada 89128-6644
27 Telephone: 702 251 4100
28 Facsimile: 702 251 5405

Attorneys for RR DONNELLEY LOGISTICS
SERVICES WORLDWIDE INC.

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702 251 4100 ♦ FAX 702 251 5405

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
CONFIDENTIALITY AGREEMENT

I, _____ do hereby acknowledge and agree as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order of which the form of this agreement is an exhibit.

2. I understand the terms of the Stipulated Confidentiality Agreement and Protective Order and agree to be bound by, and to strictly adhere to, all terms and provisions of the Stipulated Confidentiality Agreement and Protective Order.

3. I hereby submit to the jurisdiction of the United States District Court, District of Nevada solely for purpose of enforcement of the Stipulation and Protective Order and this Agreement.

DATED: _____, 2016

Signature

Name

Address

Telephone Number

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702.251.4100 ♦ FAX 702.251.5405