

1 Riley A. Clayton (Nevada Bar No. 005260)  
 2 HALL JAFFE & CLAYTON, LLP  
 3 7425 Peak Drive  
 4 Las Vegas, NV 89128  
 (702) 316-4111  
 Fax: (702) 316-4114  
 rclayton@lawhjc.com

5 Todd A. Noteboom (pro hac vice)  
 6 Jeffrey G. Mason (pro hac vice)  
 7 STINSON LEONARD STREET LLP  
 8 150 South Fifth Street, Suite 2300  
 Minneapolis, MN 55402  
 (612) 335-1500  
 Fax: (612) 335-1657  
 todd.noteboom@stinson.com  
 jeffrey.mason@stinson.com

9 Attorneys for Defendant State Farm Fire and  
 10 Casualty Company  
 11

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 LUZ ELENA CUADROS, on behalf of herself )	Case No. 2:16-CV-02025 JCM (VCF)
15 and all others similarly situated, )	
16 Plaintiff, )	
17 vs. )	
18 STATE FARM FIRE AND CASUALTY )	
19 COMPANY, )	<b>STIPULATED PROTECTIVE ORDER</b>
20 Defendant, )	

21 Plaintiff Luz Elena Cuadros (“Plaintiff”) and Defendant State Farm Fire and Casualty  
 22 Company (“State Farm”) (together, the “Parties”) hereby jointly submit this Stipulated Protective  
 23 Order pursuant to Federal Rule of Civil Procedure 26 and the Amended Stipulated Discovery Plan  
 24 and Scheduling Order [Dkt. No. 47] § III(E) (“The parties shall enter into a stipulated protective  
 25 order applicable to private, confidential, proprietary or competition-specific information.”).

///

1           WHEREAS, the Parties agree to maintain the confidentiality of information, documents,  
2 and materials designated as “CONFIDENTIAL materials” pursuant hereto, which may contain  
3 private third-party information, including medical records, dates of birth and social security  
4 numbers, and/or constitute trade secrets or other confidential proprietary research, development,  
5 financial, or commercial information within the meaning of Fed. R. Civ. P. 26(c)(1)(G);

6           WHEREAS, the Parties wish to facilitate discovery, ensure appropriate protection for any  
7 such confidential information, and ensure that production of any such documents and things shall  
8 be used only for the purposes of this case and shall not be disclosed or used in any other way; and

9           WHEREAS, the Parties have agreed to jointly move this Court, pursuant to Fed. R. Civ. P.  
10 26(c)(1), for entry of this Protective Order, and the Court having found that, in light of the medical  
11 records and confidential or trade secret nature of the competitively sensitive information that may  
12 be sought and produced in discovery, good cause exists for the entry of the following Protective  
13 Order.

14           The Court finds that the Protective Order is narrowly tailored to reflect the specific  
15 confidential information requested in discovery and that good cause has been shown for entry of a  
16 confidentiality protective order pursuant to Rule 26(c)(1) of the Federal Rules of Civil Procedure,  
17 as follows:

18           **IT IS HEREBY ORDERED THAT:**

19           1.       Confidential documents, information, testimony, and/or other materials designated  
20 as CONFIDENTIAL pursuant to this Order, shall be maintained in confidence by the Parties in  
21 accordance with the terms of this Order, shall be used solely for purposes of this action, and shall  
22 not be disclosed to anyone except as provided herein.

23           2.       All CONFIDENTIAL designations shall be made in good faith and made at the  
24 time of disclosure, production, or tender or at such other time as permitted by this Order, provided  
25 that the inadvertent failure to so designate does not constitute a waiver of such claim, and the

1 producing Party may so designate materials as CONFIDENTIAL after such inadvertent failure,  
2 subject to the protections of this Order. Within 30 days of production, a non-producing Party may  
3 designate as CONFIDENTIAL any materials produced without a CONFIDENTIAL designation.

4 3. Portions of testimony may also be designated as CONFIDENTIAL either at the  
5 time any such testimony is taken or in writing within thirty (30) days after the transcript of the  
6 testimony has been received. The court reporter for any such testimony shall be informed of this  
7 Order by the party and the court reporter shall comply with and be bound by this Order. In the  
8 event a party designates portions or all of that testimony as CONFIDENTIAL, the court reporter  
9 shall so designate on the face of the transcript that all or portions of the transcript have been  
10 designated as CONFIDENTIAL pursuant to the terms of this Order. Such CONFIDENTIAL  
11 transcripts of deposition testimony shall be treated the same and afforded the same protections as  
12 other CONFIDENTIAL materials under this Order.

13 4. A non-designating Party may at any time notify a designating Party in writing or  
14 upon the record of the deposition of its objection that a portion or all of the material/information  
15 designated as CONFIDENTIAL is not entitled to such protection under the terms of this  
16 Stipulation and Order. When challenging a designation, the non-designating Party shall provide  
17 the designating Party with written notice of each challenged designation and describe the basis for  
18 each challenge. The Parties shall first attempt, in good faith, to resolve such dispute by meeting  
19 and conferring within 14 days of the date of service of the challenge. If such efforts fail to resolve  
20 the Parties' dispute, then the non-designating Party may file and serve a motion to challenge the  
21 subject confidentiality designation. The burden of persuasion in any challenge proceeding shall be  
22 on the designating Party, and the Court will view any designation as the equivalent of a request for  
23 a protective order pursuant to Fed. R. Civ. P. 26(c). Material/information designated as  
24 CONFIDENTIAL shall retain such status until such time as the Parties expressly agree otherwise

25 ///

1 in writing, the designating Party withdraws its designation in writing, or the Court orders  
2 otherwise.

3 5. CONFIDENTIAL documents, information, testimony, and/or other materials  
4 (hereinafter collectively “materials”) may be made available to the Court but only upon a motion  
5 to file under seal (see paragraph 11 of this Order).

6 6. The persons who may view the materials designated CONFIDENTIAL include  
7 only the Parties, their attorneys in this action, their respective clerical, secretarial and support staff,  
8 and outside consultants or experts retained by plaintiff in the prosecution of this action (subject to  
9 paragraph 7 of this Order), copying services and court reporters as reasonably necessary, or a  
10 deponent or witness under oath.

11 7. No outside consultant or expert of the Parties shall have access to materials  
12 designated CONFIDENTIAL unless he or she shall have read a copy of this Order, shall have  
13 executed an affidavit in the form appended hereto as Exhibit A-1 stating that he or she has read  
14 this Order, has agreed to be bound thereto, and has agreed to be subject to the jurisdiction of this  
15 Court for purpose of the enforcement of this Order. Counsel for a Party making disclosure of  
16 CONFIDENTIAL materials shall maintain a file of the affidavits signed by such persons for the  
17 purpose of ensuring compliance with this Order.

18 8. Persons who have been granted access by the Parties, their counsel, consultant, or  
19 expert to the CONFIDENTIAL materials shall not make use of such material for any purpose other  
20 than the prosecution of this action or disclose the contents of such material to any other person or  
21 entity, except as permitted by this Order.

22 9. In the event a Party should conclude that for purposes of this action, it needs to  
23 disclose CONFIDENTIAL materials to an individual or entity not enumerated in paragraph six (6)  
24 of this Order, that Party may request permission from the designating Party to do so and/or put all  
25 Parties on notice of such disclosure for specified documents or information. To be effective, such

1 consent must be granted in writing and must be specific as to the CONFIDENTIAL materials.  
2 Permission granted under this section obviates a necessity of requesting permission of the Court  
3 to disclose the CONFIDENTIAL materials.

4 10. In the event any person subject to this Order, including but not limited to the Parties,  
5 their counsel, consultant or expert, receives a subpoena issued in another lawsuit for materials  
6 designated CONFIDENTIAL pursuant to this Order, that person shall give prompt notice within  
7 five (5) days to counsel for the designating Party sufficient to allow the filing of a motion to quash  
8 or the taking of other lawful action to prevent disclosure.

9 11. In the event any CONFIDENTIAL materials subject to the confidentiality  
10 restrictions of this Order are used in pretrial depositions, briefs, or other documents filed with the  
11 Court, or are referred to in any hearing before the Court, the Parties shall move the Court that such  
12 use or reference shall be made under seal and bear the legend,

13 THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION  
14 COVERED BY A PROTECTIVE ORDER OF THE COURT AND IS  
15 SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE  
16 ORDER; THE CONTENTS OF THIS DOCUMENT MAY NOT BE  
17 DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT

18 and/or be reviewed by the Court in camera with the public excluded.

19 12. Subject to the Federal Rules of Civil Procedure and the Federal Rules of Evidence,  
20 a Party may seek to offer into evidence in this action any materials designated CONFIDENTIAL  
21 by any other party only after giving sufficient advanced written notice to the designating party to  
22 allow such designating party to file an appropriate motion to protect its interests and the privacy  
23 of non-parties. However, the Parties shall comply with local rules regarding motions or other  
24 documents filed with the Court, if any, which reveal any portion of the contents of the documents  
25 or notes arising therefrom.

13. Plaintiff and her attorney shall return or destroy all CONFIDENTIAL materials  
designated by State Farm or its counsel within 45 days after the final adjudication or settlement or

1 all claims in this case. All copies of documents (including electronic copies) and all information  
2 and notes derived from or relating to CONFIDENTIAL materials subject to this Order shall also  
3 be destroyed, with the exception of attorney work product notes, which must be excised from the  
4 CONFIDENTIAL materials themselves. Further, Plaintiff and her attorneys shall instruct those  
5 persons to which they granted access to CONFIDENTIAL materials to return or destroy said  
6 CONFIDENTIAL materials (including electronic copies) at the conclusion of this litigation.  
7 CONFIDENTIAL materials retained by Plaintiff's counsel shall be destroyed in accordance with  
8 such counsel's regular business practices for destruction of client files unless a hold-order, known  
9 to counsel retaining such confidential materials, from another court reasonably requires a longer  
10 retention period.

11 14. Nothing in this Order shall be construed to limit State Farm in its use of  
12 CONFIDENTIAL materials or from disclosing the same. Nothing in this Order shall be construed  
13 as affecting State Farm's regular business practices for destruction of documents or State Farm's  
14 retention obligations under applicable insurance regulations, any evidentiary hold orders in  
15 connection with other litigation, and statutory requirements such as applicable statutes of  
16 limitations. Nothing in this Order shall be construed against State Farm in a way that prohibits,  
17 restricts, or requires State Farm to obtain an authorization for the retention, use, or disclosure of  
18 nonpublic confidential materials and records as authorized or as reasonably required by federal or  
19 state law or regulation, or court order, rule, including, but not limited to, in a market conduct  
20 review, to Medicare authorities if reporting is applicable, to a third-party for analysis of records in  
21 anti-fraud efforts (using non-fraudulent data to benchmark), in reporting for rate-making or  
22 otherwise, and in paperless electronic claim systems for permissible insurance functions.

23 15. Nothing in this Order shall affect the right of any party to seek additional protections  
24 against the disclosure of any other documents or materials or protections for additional categories  
25 of documents not subject to this Order.



**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

1  
2  
3 LUZ ELENA CUADROS, on behalf of herself ) Case No. 2:16-CV-02025 JCM (VCF)  
and all others similarly situated, )  
4 Plaintiff, )  
vs. )  
5 STATE FARM FIRE AND CASUALTY )  
COMPANY, )  
6 Defendant, )  
7

**PROTECTIVE ORDER AFFIDAVIT**

8  
9  
10 I, \_\_\_\_\_, hereby certify that  
11 on \_\_\_\_\_, \_\_\_\_\_, I read the Confidentiality Agreement entered into by  
12 plaintiff, by and through her counsel, and the Protective Order entered by the Court in the above-  
13 captioned action. I further certify that I understand and agree to abide by the contents of the above  
14 aforementioned documents, so long as they remain in effect, by not disclosing designated  
15 CONFIDENTIAL materials to anyone except as required by lawful judicial process and except as  
16 permitted in accordance with the terms of the Protective Order.  
17

18 \_\_\_\_\_  
19 [Name]  
20

21  
22 Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
23

24  
25 EXHIBIT A-1

1 Dated this 24<sup>th</sup> day of March, 2017.

2 /s/ Michael Gayan

3 J. Randall Jones (Nev. Bar No. 1927)  
4 Michael J. Gayan (Nev. Bar No. 11135)  
5 KEMP, JONES & COULTHARD, LLP  
6 3800 Howard Hughes Parkway, 17th Floor  
7 Las Vegas, Nevada 89169  
8 Telephone: (702) 385-6000  
9 Fax: (702) 385-6001  
10 r.jones@kempjones.com

11 Imanuel B. Arin, Esq.  
12 ARIN & ASSOCIATES  
13 10801 W. Charleston Blvd., Suite 170  
14 Las Vegas, NV 89135  
15 Telephone: (702) 838-8600  
16 Facsimile: (702) 838-8601

17 Charles J. LaDuca (admitted pro hac vice)  
18 Michael Flannery (pro hac forthcoming)  
19 CUNEO GILBERT & LADUCA, LLP  
20 8120 Woodmont Avenue, Suite 810  
21 Bethesda, Maryland 20814  
22 Telephone: (202) 789-3960  
23 Fax: (202) 789-1813  
24 charles@cuneolaw.com  
25 mflannery@cuneolaw.com

Melissa W. Wolchansky (admitted pro hac vice)  
HALUNEN LAW  
80 South Eighth Street, Suite 1650  
Minneapolis, Minnesota 55402  
Telephone: (612) 605-4098  
Fax: (612) 605-4099  
wolchansky@halunenlaw.com

Robert K. Shelquist (admitted pro hac vice)  
LOCKRIDGE GRINDAL NAUEN PLLP  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
(612) 339-6900  
rkshelquist@locklaw.com  
Telephone: (612) 339-6900

**Attorneys for Plaintiff Luz Elena Cuadros**

Respectfully Submitted,

/s/ Riley A. Clayton

Riley A. Clayton (Nevada Bar No. 005260)  
HALL JAFFE & CLAYTON, LLP  
7425 Peak Drive  
Las Vegas, NV 89128  
(702) 316-4111  
Fax: (702) 316-4114  
rclayton@lawhjc.com

Todd A. Noteboom (pro hac vice)  
Jeffrey G. Mason (pro hac vice)  
STINSON LEONARD STREET LLP  
150 South Fifth Street, Suite 2300  
Minneapolis, MN 55402  
(612) 335-1500  
Fax: (612) 335-1657  
todd.noteboom@stinson.com  
jeffrey.mason@stinson.com

**Attorneys for Defendant State Farm Fire  
and Casualty Company**