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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

CRYSTAL L. OETZEL,

Plaintiff,

v.

HYUNDAI CAPITAL AMERICA,  
*doing business as* HYUNDAI MOTOR  
FINANCE,

Defendant.

Case No. 2:16-cv-02589-JCM-GWF

**STIPULATED PROTECTIVE  
ORDER**

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protection on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable

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1 legal principles, and it does not presumptively entitle parties to file confidential  
2 information under seal.

3 **2. “CONFIDENTIAL” MATERIAL**

4 “Confidential” material may include the following documents and tangible  
5 things produced or otherwise exchanged<sup>1</sup>:

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

20 **3. SCOPE**

21 The protections conferred by this agreement cover not only confidential  
22 material (as defined above), but also (1) any information copied or extracted from  
23 confidential material; (2) all copies, excerpts, summaries, or compilations of  
24 confidential material; and (3) any testimony, conversations, or presentations by  
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 that  
28 confidential protection is not warranted, even if the information falls within one of  
the enumerated categories.

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1 parties or their counsel that might reveal confidential material. However, the  
2 protections conferred by this agreement do not cover information that is in the  
3 public domain or becomes part of the public domain through trial or otherwise.

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

5 **4.1 Basic Principles.** A receiving party may use confidential material that  
6 is disclosed or produced by another party or by a non-party in connection with this  
7 case only for prosecuting, defending, or attempting to settle this litigation.

8 Confidential material may be disclosed only to the categories of persons and under  
9 the conditions described in this agreement. Confidential material must be stored and  
10 maintained by a receiving party at a location and in a secure manner that ensures  
11 that access is limited to the persons authorized under this agreement.

12 **4.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
13 otherwise ordered by the court or permitted in writing by the designating party, a  
14 receiving party may disclose any confidential material only to:

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

18 (b) the officers, directors, and employees (including in house  
19 counsel) of the receiving party to whom disclosure is reasonably necessary for this  
20 litigation, unless the parties agree that a particular document or material produced is  
21 for Attorney’s Eyes Only and is so designated;

22 (c) experts and consultants to whom disclosure is reasonably  
23 necessary for this litigation and who have signed the “Acknowledgment and  
24 Agreement to Be Bound” (Exhibit A);

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

26 (e) copy or imaging services retained by counsel to assist in the  
27 duplication of confidential material, provided that counsel for the party retaining the  
28 copy or imaging service instructs the service not to disclose any confidential

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1 material to third parties and to immediately return all originals and copies of any  
2 confidential material;

3 (f) during their depositions, witnesses in the action to whom  
4 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
5 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating  
6 party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
7 to depositions that reveal confidential material must be separately bound by the  
8 court reporter and may not be disclosed to anyone except as permitted under this  
9 agreement;

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

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

17 (i) a Mediator and the Mediator's staff or other Dispute Resolution  
18 professional who signed the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A) in order to conduct a mediation between some or all of the parties.

20 **4.3 Filing Confidential Material.** Before filing confidential material or  
21 discussing or referencing such material in court filings, the filing party shall make  
22 reasonable effort to confer with the designating party to determine whether the  
23 designating party will remove the confidential designation, whether the document  
24 can be redacted, or whether a motion to seal or stipulation and proposed order is  
25 warranted.

26 **5. DESIGNATING PROTECTED MATERIAL**

27 **5.1 Exercise of Restraint and Care in Designating Material for**  
28 **Protection.** Each party or non-party that designates information or items for

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1 protection under this agreement must take care to limit any such designation to  
2 specific material that qualifies under the appropriate standards. The designating  
3 party must designate for protection only those parts of material, documents, items,  
4 or oral or written communications that qualify, so that other portions of the material,  
5 documents, items, or communications for which protection is not warranted are not  
6 swept unjustifiably within the ambit of this agreement.

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

12 If it comes to a designating party's attention that information or items that it  
13 designated for protection do not qualify for protection, the designating party must  
14 promptly notify all other parties that it is withdrawing the mistaken designation.

15 **5.2 Manner and Timing of Designations.** Except as otherwise provided  
16 in this agreement (*see, e.g.*, second paragraph of section 5.2 below), or as otherwise  
17 stipulated or ordered, disclosure or discovery material that qualifies for protection  
18 under this agreement must be clearly so designated before or when the material is  
19 disclosed or produced.

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

27 (b) Testimony given in deposition or in other pretrial or trial  
28 proceedings: the parties must identify on the record, during the deposition, hearing,

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1 or other proceeding, all protected testimony, without prejudice to their right to so  
2 designate other testimony after reviewing the transcript. Any party or non-party  
3 may, within fifteen days after receiving a deposition transcript, designate portions of  
4 the transcript, or exhibits thereto, as confidential.

5 (c) Other tangible items: the producing party must affix in a  
6 prominent place on the exterior of the container or containers in which the  
7 information or item is stored the word “CONFIDENTIAL.” If only a portion or  
8 portions of the information or item warrant protection, the producing party, to the  
9 extent practicable, shall identify the protected portion(s).

10 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the designating party’s right to secure protection under this agreement for such  
13 material. Upon timely correction of a designation, the receiving party must make  
14 reasonable efforts to ensure that the material is treated in accordance with the  
15 provisions of this agreement.

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 **6.1 Timing of Challenges.** Any party or non-party may challenge a  
18 designation of confidentiality at any time. Unless a prompt challenge to a  
19 designating party’s confidentiality designation is necessary to avoid foreseeable,  
20 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
21 delay of the litigation, a party does not waive its right to challenge a confidentiality  
22 designation by electing not to mount a challenge promptly after the original  
23 designation is disclosed.

24 **6.2 Meet and Confer.** The parties must make reasonable effort to resolve  
25 any dispute regarding confidential designations without court involvement. Any  
26 motion regarding confidential designations or for a protective order must include a  
27 certification, in the motion or in a declaration or affidavit, that the movant has  
28 engaged, or reasonably attempted to engage, in a good faith meet and confer

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1 conference with other affected parties in an effort to resolve the dispute without  
2 court action. The certification must list the date, manner, and participants to the  
3 conference. A good faith effort to confer requires a face-to-face meeting or a  
4 telephone conference.

5 **6.3 Judicial Intervention.** If the parties cannot resolve a challenge  
6 without court intervention, the designating party may file and serve a motion to  
7 retain confidentiality. The burden of persuasion in any such motion shall be on the  
8 designating party. Frivolous challenges, and those made for an improper purpose  
9 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the challenging party to sanctions. All parties shall continue to maintain the  
11 material in question as confidential until the court rules on the challenge.

12 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
13 **PRODUCED IN OTHER LITIGATION, OR REQUESTED BY ANY NEW**  
14 **PARTY TO THIS LITIGATION**

15 If a party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this action as  
17 “CONFIDENTIAL,” that party must:

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

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

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

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

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

4 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
5 confidential material to any person or in any circumstance not authorized under this  
6 agreement, the receiving party must immediately (a) notify in writing the  
7 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve  
8 all unauthorized copies of the protected material, (c) inform the person or persons to  
9 whom unauthorized disclosures were made of all the terms of this agreement, and  
10 (d) request that such person or persons execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
13 **PROTECTED MATERIAL**

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

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

22 Within 60 days after the termination of this action, including all appeals, each  
23 receiving party, upon a written request from the designating party, must return all  
24 confidential material to the producing party, including all copies, extracts and  
25 summaries thereof. Alternatively, the parties may agree upon appropriate methods  
26 of destruction.

27 Notwithstanding this provision, counsel are entitled to retain one archival  
28 copy of all documents filed with the court, trial, deposition, and hearing transcripts,



1 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
2 and consultant and expert work product, even if such materials contain confidential  
3 material. The confidentiality obligations imposed by this agreement shall remain in  
4 effect until a designating party agrees otherwise in writing or a court orders  
5 otherwise.

6 *(signatures on following page)*  
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DATE: May 22, 2018

KAZEROUNI LAW GROUP, APC

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*Attorneys for Defendant*

**ORDER**

IT IS SO ORDERED.

  
UNITED STATES MAGISTRATE JUDGE

DATE: 5/23/2018