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 7 ATTORNEYS FOR  
 8 DYNAMIC RECOVERY SOLUTIONS, LLC

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 Kamiliha Brewster, individually, and ) CASE NO. 2:16-cv-02850-JAD-CWH  
 12 on behalf of others similarly )  
 13 situated, ) **STIPULATED PROTECTIVE ORDER**  
 14 Plaintiff, )  
 15 v. )  
 16 Dynamic Recovery Solutions, LLC, )  
 17 Defendants )

18 Defendant DYNAMIC RECOVERY SOLUTIONS, LLC ("Defendant") and Plaintiff  
 19 KAMILIHA BREWSTER ("Plaintiff"), through their respective counsel of record hereby file  
 20 this Stipulated Protective Order as set forth below.

21 1. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action are likely to involve production of  
 23 confidential, proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 25 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
 26 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
 27 protections on all disclosures or responses to discovery and that the protection it affords from  
 28 public disclosure and use extends only to the limited information or items that are entitled to

1 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
2 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
3 confidential information under seal; Local Rule 10-5 sets forth the procedures that must be  
4 followed and the standards that will be applied when a party seeks permission from the court to  
5 file material under seal.

## 6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.2 "CONFIDENTIAL" Information or Items: information  
10 (regardless of how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and  
13 House Counsel (as well as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates  
15 information or items that it produces in disclosures or in responses to discovery as  
16 "CONFIDENTIAL."

17 2.5 Disclosure or Discovery Material: all items or information,  
18 regardless of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or generated in  
20 disclosures or responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a  
22 matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
23 expert witness or as a consultant in this action.

24 2.7 House Counsel: attorneys who are employees of a party to this  
25 action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

26 2.8 Non-Party: any natural person, partnership, corporation,  
27 association, or other legal entity not named as a Party to this action.

28 2.9 Outside Counsel of Record: attorneys who are not employees of

1 a party to this action but are retained to represent or advise a party to this action and have  
2 appeared in this action on behalf of that party or are affiliated with a law firm which has  
3 appeared on behalf of that party.

4 2.10 Party: any party to this action, including all of its officers,  
5 directors, employees, consultants, retained experts, and Outside Counsel of Record (and their  
6 support staffs).

7 2.11 Producing Party: a Party or Non-Party that produces Disclosure  
8 or Discovery Material in this action.

9 2.12 Professional Vendors: persons or entities that provide litigation  
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium) and their  
12 employees and subcontractors.

13 2.13 Protected Material: any Disclosure or Discovery Material that is  
14 designated as "CONFIDENTIAL."

15 2.14 Receiving Party: a Party that receives Disclosure or Discovery  
16 Material from a Producing Party.

### 17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only Protected Material  
19 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
20 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
21 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
22 However, the protections conferred by this Stipulation and Order do not cover the following  
23 information: (a) any information that is in the public domain at the time of disclosure to a  
24 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
25 a result of publication not involving a violation of this Order, including becoming part of the  
26 public record through trial or otherwise; and (b) any information known to the Receiving Party  
27 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
28 obtained the information lawfully and under no obligation of confidentiality to the Designating  
Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1           4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations imposed by  
3 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
4 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
5 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
6 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
7 action, including the time limits for filing any motions or applications for extension of time  
8 pursuant to applicable law.

9           5.     DESIGNATING PROTECTED MATERIAL

10           5.1     Exercise of Restraint and Care in Designating Material for  
11 Protection. Each Party or Non-Party that designates information or items for protection under  
12 this Order must take care to limit any such designation to specific material that qualifies under  
13 the appropriate standards. The Designating Party must designate for protection only those parts  
14 of material, documents, items, or oral or written communications that qualify – so that other  
15 portions of the material, documents, items, or communications for which protection is not  
16 warranted are not swept unjustifiably within the ambit of this Order.

17           Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
18 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
19 unnecessarily encumber or retard the case development process or to impose unnecessary  
20 expenses and burdens on other parties) expose the Designating Party to sanctions.

21           If it comes to a Designating Party's attention that information or items that it designated  
22 for protection do not qualify for protection, that Designating Party must promptly notify all other  
23 Parties that it is withdrawing the mistaken designation.

24           5.2     Manner and Timing of Designations. Except as otherwise  
25 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this  
27 Order must be clearly so designated before the material is disclosed or produced.

28           Designation in conformity with this Order requires:

- (a)     for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that  
2 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected  
3 material. If only a portion or portions of the material on a page qualifies for protection, the  
4 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
5 markings in the margins).

6 A Party or Non-Party that makes original documents or materials available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated which  
8 material it would like copied and produced. During the inspection and before the designation, all  
9 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
10 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
11 must determine which documents, or portions thereof, qualify for protection under this Order.  
12 Then, before producing the specified documents, the Producing Party must affix the  
13 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
14 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial  
16 proceedings, that the Designating Party identify on the record, before the close of the deposition,  
17 hearing, or other proceeding, all protected testimony.

18 (c) for information produced in some form other than documentary  
19 and for any other tangible items, that the Producing Party affix in a prominent place on the  
20 exterior of the container or containers in which the information or item is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
22 the Producing Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an  
24 inadvertent failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material. Upon timely  
26 correction of a designation, the Receiving Party must make reasonable efforts to assure that the  
27 material is treated in accordance with the provisions of this Order.  
28

1           6.        CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1        Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s  
4 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
5 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
6 right to challenge a confidentiality designation by electing not to mount a challenge promptly  
7 after the original designation is disclosed.

8           6.2        Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process by providing written notice of each designation it is challenging and  
10 describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been  
11 made, the written notice must recite that the challenge to confidentiality is being made in  
12 accordance with this specific paragraph of the Protective Order. The parties shall attempt to  
13 resolve each challenge in good faith and must begin the process by conferring directly (in voice  
14 to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of  
15 service of notice. In conferring, the Challenging Party must explain the basis for its belief that  
16 the confidentiality designation was not proper and must give the Designating Party an  
17 opportunity to review the designated material, to reconsider the circumstances, and, if no change  
18 in designation is offered, to explain the basis for the chosen designation. A Challenging Party  
19 may proceed to the next stage of the challenge process only if it has engaged in this meet and  
20 confer process first or establishes that the Designating Party is unwilling to participate in the  
21 meet and confer process in a timely manner.

22           6.3        Judicial Intervention. If the Parties cannot resolve a challenge  
23 without court intervention, the Designating Party shall file and serve a motion to retain  
24 confidentiality under Local Rule 7-2 (and in compliance with Local 10-5) and Section 12.3, if  
25 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties  
26 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.  
27 Each such motion must be accompanied by a competent declaration affirming that the movant  
28 has complied with the meet and confer requirements imposed in the preceding paragraph. Failure  
by the Designating Party to make such a motion including the required declaration within 21  
days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each

1 challenged designation. In addition, the Challenging Party may file a motion challenging a  
2 confidentiality designation at any time if there is good cause for doing so, including a challenge  
3 to the designation of a deposition transcript or any portions thereof. Any motion brought  
4 pursuant to this provision must be accompanied by a competent declaration affirming that the  
5 movant has complied with the meet and confer requirements imposed by the preceding  
6 paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
8 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
11 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing Party's  
13 designation until the court rules on the challenge.

## 14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material  
16 that is disclosed or produced by another Party or by a Non-Party in connection with this case  
17 only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
18 may be disclosed only to the categories of persons and under the conditions described in this  
19 Order. When the litigation has been terminated, a Receiving Party must comply with the  
20 provisions of section 13 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and  
22 in a secure manner that ensures that access is limited to the persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving  
25 Party may disclose any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action,  
27 as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
28 disclose the information for this litigation and who have signed the "Acknowledgment and  
Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel)

1 of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
2 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) Experts (as defined in this Order) of the Receiving Party to  
4 whom disclosure is reasonably necessary for this litigation and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff, professional jury or trial  
8 consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
9 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
10 (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom  
12 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement  
13 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
14 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
15 Material must be separately bound by the court reporter and may not be disclosed to anyone  
16 except as permitted under this Stipulated Protective Order.

17 (g) the author or recipient of a document containing the information  
18 or a custodian or other person who otherwise possessed or knew the information.

## 19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 20 OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels  
22 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that  
23 Party must:

24 (a) promptly notify in writing the Designating Party. Such  
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the subpoena or  
28 order is subject to this Protective Order. Such notification shall include a copy of this Stipulated  
Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be



1 pursued by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with the  
3 subpoena or court order shall not produce any information designated in this action as  
4 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
5 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
6 shall bear the burden and expense of seeking protection in that court of its confidential material –  
7 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
8 Party in this action to disobey a lawful directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
10 IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced  
12 by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced  
13 by Non-Parties in connection with this litigation is protected by the remedies and relief provided  
14 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
15 seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is subject to an  
18 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the  
19 Party shall:

20 1. promptly notify in writing the Requesting Party and the  
21 Non-Party that some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23 2. promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific  
25 description of the information requested; and

26 3. make the information requested available for inspection by the  
27 Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order from this  
court within 14 days of receiving the notice and accompanying information, the Receiving Party  
may produce the Non-Party’s confidential information responsive to the discovery request. If the

1 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information  
2 in its possession or control that is subject to the confidentiality agreement with the Non-Party  
3 before a determination by the court. Absent a court order to the contrary, the Non-Party shall  
4 bear the burden and expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
7 Material to any person or in any circumstance not authorized under this Stipulated Protective  
8 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
9 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
10 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
11 made of all the terms of this Order, and (d) request such person or persons to execute the  
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
14 OTHERWISE PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
16 produced material is subject to a claim of privilege or other protection, the obligations of the  
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
18 provision is not intended to modify whatever procedure may be established in an e-discovery  
19 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
20 Evidence 502(d) and (e), the parties reach an agreement on the effect of disclosure of a  
21 communication or information covered by the attorney-client privilege or work product  
22 protection, as follows:

23 If a Designating Party inadvertently discloses information in connection with the pending  
24 litigation to another Party that the Designating Party thereafter claims to be privileged or  
25 protected by the attorney-client privilege or attorney work product protection (“Disclosed  
26 Protected Information”), the disclosure of the Disclosed Protected Information shall not  
27 constitute or be deemed a waiver or forfeiture of any claim of privilege or work product  
28 protection that the Designating Party would otherwise be entitled to assert with respect to the  
Disclosed Protected Information and its subject matter in this proceeding or in any other federal  
or state proceeding.

1 A Designating Party may assert in writing attorney-client privilege or work product  
2 protection with respect to Disclosed Protected Information. The Receiving Party must—unless  
3 it contests the claim of attorney-client privilege or work product protection in accordance with  
4 sub-paragraph (c)—within five business days of receipt of that writing, (i) return or destroy all  
5 copies of the Disclosed Protected Information, and (ii) provide a certification of counsel that all  
6 of the Disclosed Protected Information has been returned or destroyed. Within five business  
7 days after assertion of attorney-client privilege or work product protection with respect to  
8 Disclosed Protected Information, the Designating Party must produce a privilege log with  
9 respect to the Disclosed Protected Information.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right  
12 of any person to seek its modification by the court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of  
14 this Protective Order no Party waives any right it otherwise would have to object to disclosing or  
15 producing any information or item on any ground not addressed in this Stipulated Protective  
16 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
17 the material covered by this Protective Order.

18 12.3 Filing Protected Material. Without written permission from the  
19 Designating Party or a court order secured after appropriate notice to all interested persons, a  
20 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
21 file under seal any Protected Material must comply with Local Rule 10-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the specific  
23 Protected Material at issue.

24 Any motion for leave to file a document under seal shall set forth with particularity the  
25 basis for sealing under *Kamakana v. Honolulu*, 447 F.3d 1172 (9th Cir. 2006), and fully comply  
26 with the procedure set forth in Civil Local Rule 10-5.

27 If a Receiving Party's request to file Protected Material under seal pursuant to Local Rule  
28 10-5 is denied by the court, then the Receiving Party may file the information in the public  
record unless otherwise instructed by the court.

13. FINAL DISPOSITION. Within 60 days after the final disposition of

1 this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to  
2 the Producing Party or destroy such material. As used in this subdivision, “all Protected  
3 Material” includes all copies, abstracts, compilations, summaries, and any other format  
4 reproducing or capturing any of the Protected Material. Whether the Protected Material is  
5 returned or destroyed, the Receiving Party must submit a written certification to the Producing  
6 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that  
7 (1) identifies (by category, where appropriate) all the Protected Material that was returned or  
8 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
9 compilations, summaries or any other format reproducing or capturing any of the Protected  
10 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
11 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
12 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
13 consultant and expert work product, even if such materials contain Protected Material. Any such  
14 archival copies that contain or constitute Protected Material remain subject to this Protective  
Order as set forth in Section 4 (DURATION).

15 This Order is subject to further court orders based upon public policy and other  
16 considerations. This Court may modify this Order sua sponte in the interest of justice.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: August 8, 2017

KAZEROUNI LAW GROUP, APC

3  
4 By: s/ Michael Kind  
5 Michael Kind  
6 Attorneys for Plaintiff  
KAMILIHA BREWSTER

7 DATED: August 8, 2017

ALVERSON, TAYLOR, MORTENSEN  
& SANDERS

8  
9 By: s/ Kurt Bonds  
10 Kurt Bonds  
11 Attorneys for Defendant  
12 DYNAMIC RECOVERY SOLUTIONS,  
LLC

13 IT IS SO ORDERED:

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16 IT IS SO ORDERED.

17 DATED: August 16, 2017

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20 \_\_\_\_\_  
C.W. HOFFMAN, JR.  
21 UNITED STATES MAGISTRATE JUDGE

