	Matthew I. Knepper, Esq.					
1	Nevada Bar No. 12796					
2	Miles N. Clark, Esq.					
3	Nevada Bar No. 13848 KNEPPER & CLARK LLC					
	10040 W. Cheyenne Ave., Suite 170-109					
4	Las Vegas, NV 89129					
5	Phone: (702) 825-6060 FAX: (702) 447-8048					
6	Email: matthew.knepper@knepperclark.com					
	Email: miles.clark@knepperclark.com					
7	Sean N. Payne, Esq.					
8	Nevada Bar No. 13216					
9	PAYNE LAW FIRM LLC					
	9550 S. Eastern Ave., Suite 253-A213					
10	Las Vegas, NV 89123 Phone: (702) 952-2733					
11	FAX: (702) 462-7227					
12	Email: seanpayne@spaynelaw.com					
12	David H. Krieger, Esq.					
13	Nevada Bar No. 9086					
14	HAINES & KRIEGER, LLC					
1.5	8985 S. Eastern Ave., Suite 350					
15	Henderson, NV 89123 Phone: (702) 880-5554					
16	FAX: (702) 385-5518					
17	Email: dkrieger@hainesandkrieger.com					
18	Attorneys for Plaintiff Angela C. Eberwein					
19	UNITED STATES I	DISTRICT COURT				
	DISTRICT C					
20	ANGELA C. EBERWEIN,					
21		: : Case No. 2:17-cv-00028-JCM-NJK				
22	Plaintiff, v.	:				
23		:				
24	CHASE MORTGAGE; J P MORGAN CHASE BANK; M&T BANK CORP; and EQUIFAX	PROPOSED STIPULATED				
24	INFORMATION SERVICES, LLC,	PROTECTIVE ORDER				
	Defendants.					
26		_:				
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1	IT IS HEREBY STIPULATED by and between Plaintiff Angela C. Eberwein, and				
2	Defendants JPMorgan Chase Bank, N.A. (erroneously named in the Complaint as "Chase				
3	Mortgage" and "J P Morgan Chase Bank")("Chase") and M&T Bank (erroneously named in the				
4	Complaint as "M&T Bank Corp")(M&T) (collectively, "the Parties") through their respective				
5	attorneys of record as follows:				
6	WHEREAS, documents and information have been and may be sought, produced or				
7	exhibited by and among the parties to this action relating to trade secrets, confidential research,				
8	development, technology or other proprietary information belonging to the defendants and/or				
9	personal income, credit and other confidential information of Plaintiff.				
10	THEREFORE, an Order of this Court protecting such confidential information shall be and				
11	hereby is made by this Court on the following terms:				
12	1. This Order shall govern the use, handling and disclosure of all documents,				
13	testimony or information produced or given in this action which are designated to be subject to				
14	this Order in accordance with the terms hereof.				
15	2. Any party or non-party producing or filing documents or other materials in this				
16	action may designate such materials and the information contained therein subject to this Order				
17	by typing or stamping on the front of the document, or on the portion(s) of the document for				
18	which confidential treatment is designated, "Confidential."				
19	3. To the extent any motions, briefs, pleadings, deposition transcripts, or other				
	e order issued http://www.action.com/action/				
	currently herewith ers shall designate such materials, or portions thereof, as "Confidential," and				
22	shall file them with the clerk under seal; provided, however, that a copy of such filing having the				
23	confidential information deleted therefrom may be made part of the public record. Any party				
24	filing any document under seal must comply with the requirements of the Local Rules.				
25	4. All documents, transcripts, or other materials subject to this Order, and all				
26	information derived therefrom (including, but not limited to, all testimony, deposition, or				
27	otherwise, that refers, reflects or otherwise discusses any information designated Confidential				
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hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff, M&T and
 Chase for any business, commercial or competitive purposes or for any purpose whatsoever other
 than solely for the preparation and trial of this action in accordance with the provisions of this
 Order.

5 5. Except with the prior written consent of the individual or entity designating a 6 document or portions of a document as "Confidential," or pursuant to prior Order after notice, 7 any document, transcript or pleading given "Confidential" treatment under this Order, and any 8 information contained in, or derived from any such materials (including but not limited to, all 9 deposition testimony that refers, reflects or otherwise discusses any information designated 10 confidential hereunder) may not be disclosed other than in accordance with this Order and may 11 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this 12 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and 13 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact 14 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need 15 to know such information; (e) present or former employees of the producing party in connection 16 with their depositions in this action (provided that no former employees shall be shown 17 documents prepared after the date of his or her departure; and (f) experts specifically retained as 18 consultants or expert witnesses in connection with this litigation.

- Bocuments produced pursuant to this Order shall not be made available to any
 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to
 be bound by its terms, and signed the attached Declaration of Compliance.
- 7. All persons receiving any or all documents produced pursuant to this Order shall
 be advised of their confidential nature. All persons to whom confidential information and/or
 documents are disclosed are hereby enjoined from disclosing same to any person except as
 provided herein, and are further enjoined from using same except in the preparation for and trial
 of the above-captioned action between the named parties thereto. No person receiving or
 reviewing such confidential documents, information or transcript shall disseminate or disclose
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them to any person other than those described above in Paragraph 5 and for the purposes
 specified, and in no event shall such person make any other use of such document or transcript.

8. Nothing in this Order shall prevent a party from using at trial any information or
materials designated "Confidential."

- 9. This Order has been agreed to by the parties to facilitate discovery and the production of relevant evidence in this action. Neither the entry of this Order, nor the designation of any information, document, or the like as "Confidential," nor the failure to make such designation, shall constitute evidence with respect to any issue in this action.
- 9 10. Within sixty (60) days after the final termination of this litigation, all documents,
 10 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
 11 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
 12 the good faith judgment of counsel are work product materials, shall be returned to the Producing
 13 Party.
- 14 11. In the event that any party to this litigation disagrees at any point in these
 15 proceedings with any designation made under this Protective Order, the parties shall first try to
 16 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the
 17 party objecting to the designation may seek appropriate relief from this Court. During the
 18 pendency of any challenge to the designation of a document or information, the designated
 19 document or information shall continue to be treated as "Confidential" subject to the provisions
 20 of this Protective Order.
- 12. Nothing herein shall affect or restrict the rights of any party with respect to its
 own documents or to the information obtained or developed independently of documents,
 transcripts and materials afforded confidential treatment pursuant to this Order.
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1	13. The Court retains the right to all	ow disclosure of any subject covered by this	
2	stipulation or to modify this stipulation at any time in the interest of justice.		
3	IT IS SO STIPULATED.		
4	Dated: April 10, 2017		
5	PAYNE LAW FIRM LLC	BALLARD SPAHR LLP	
6			
7	By: <u>/s/ Sean N. Payne</u> Sean N. Payne, Esq.	/s/ Lindsay C. Demaree Lindsay C. Demaree, Esq.	
8	Nevada Bar No. 13216 PAYNE LAW FIRM LLC	Nevada Bar No. 11949 Joel E. Tasca, Esq.	
9	9550 S. Eastern Ave., Suite 253-A213 Las Vegas, NV 89123	Nevada Bar No. 14124 BALLARD SPAHR LLP	
10	Phone: (702) 952-2733 FAX: (702) 462-7227	100 North City Parkway, Suite 1750 Las Vegas, NV 89106-4617	
11	Email: seanpayne@spaynelaw.com	Attorneys for Defendant	
12	Miles N. Clark Nevada Bar No. 13848	JPMorgan Chase Bank, N.A.	
13	Matthew I. Knepper Nevada Bar No. 12796	WEINSTEIN & RILEY P.S.	
14	KNEPPER & CLARK LLC 10040 W. Cheyenne Ave. Suite 170-109		
15	Las Vegas, NV 89129	/s/ Aaron M. Waite Charles L. Kennon, III, Esq.	
16	David H. Krieger	Nevada Bar No. 7772	
	Nevada Bar No. 9086 HAINES & KRIEGER, LLC	Aaron M. Waite, Esq. Nevada Bar No. 7947	
17	8985 S. Eastern Avenue, Suite 350 Henderson, NV 89123	WEINSTEIN & RILEY P.S. 6785 S. Eastern Avenue, Suite 4	
18		Las Vegas, NV 89119	
19	Attorneys for Plaintiff	Attorneys for Defendant	
20		M&T Bank	
21			
22	OR	DER	
23	IT IS SO ORDERED.	A	
24	Dated:,,	UNITED STATES MAGISTRATE JUDGE	
25		CIVITED STATES WAODSTRATE JODGE	
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	EXHIBIT A
	DECLARATION OF COMPLIANCE
I,	, declare as follows:
1.	My address is
2.	My present employer is
3.	My present occupation or job description is
4	I have received a copy of the Stipulated Protective Order entered in this action, 20
5.	I have carefully read and understand the provisions of this Stipulated Protec
Order.	
6.	I will comply with all provisions of this Stipulated Protective Order.
7.	I will hold in confidence, and will not disclose to anyone not qualified under
Stipulated	Protective Order, any information, documents or other materials produced subject
this Stipula	ted Protective Order.
8.	I will use such information, documents or other materials produced subject to
Stipulated 1	Protective Order only for purposes of this present action.
9.	Upon termination of this action, or upon request, I will return and deliver
information	n, documents or other materials produced subject to this Stipulated Protective Or
and all doc	uments or things which I have prepared relating to the information, documents or o
materials th	nat are subject to the Stipulated Protective Order, to my counsel in this action, o
counsel for	the party by whom I am employed or retained or from whom I received the docume
10.	I hereby submit to the jurisdiction of this Court for the purposes of enforcing
Stipulated 1	Protective Order in this action.
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	6 of 7

1	I declare under p	enalty of perjury	under the laws of the United States that the following	g is
2	true and correct.			
3	Executed this	day of	, 2016 at	
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5			QUALIFIED PERSON	
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