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17 UNITED STATES DISTRICT COURT  
 18 DISTRICT OF NEVADA

19 WALTER M. MOTE  
 Plaintiff,  
 20

Case No. 2:17-cv-00169-RFB-VCF

**STIPULATED PROTECTIVE  
 ORDER**

21 v.

22 WELLS FARGO FINANCIAL  
 NATIONAL BANK; EXPERIAN  
 23 INFORMATION SOLUTIONS, LLC,  
 Defendants  
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25  
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1           IT IS HEREBY STIPULATED by and among Plaintiff Walter M. Mote  
2 (“Plaintiff”), Defendants EXPERIAN INFORMATION SOLUTIONS, INC  
3 (“EXPERIAN”), and WELLS FARGO FINANCIAL NATIONAL BANK (“Wells  
4 Fargo”) (collectively, the “Parties”) through their respective attorneys of record as  
5 follows:

6           WHEREAS, documents and information have been and may be sought, produced  
7 or exhibited by and among the parties to this action relating to trade secrets, confidential  
8 research, development, technology or other proprietary information belonging to the  
9 defendants and/or personal income, credit and other confidential information of Plaintiff.

10           THEREFORE, an Order of this Court protecting such confidential information  
11 shall be and 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  
14 subject to this Order in accordance with the terms hereof.

15           2.       Any party or non-party producing or filing documents or other materials in  
16 this action may designate such materials and the information contained therein subject to  
17 this Order by typing or stamping on the front of the document, or on the portion(s) of the  
18 document for which confidential treatment is designated, “Confidential.”

19           3.       To the extent any motions, briefs, pleadings, deposition transcripts, or  
20 other papers to be filed with the Court incorporate documents or information subject to  
21 this Order, the party filing such papers shall designate such materials, or portions thereof,  
22 as “Confidential,” and shall file them with the clerk under seal; provided, however, that a  
23 copy of such filing having the confidential information deleted therefrom may be made  
24 part of the public record. Any party filing any document under seal must comply with  
25 the requirements of Local Rules.

26           4.       All documents, transcripts, or other materials subject to this Order, and all  
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1 information derived therefrom (including, but not limited to, all testimony, deposition, or  
2 otherwise, that refers, reflects or otherwise discusses any information designated  
3 Confidential hereunder), shall not be used, directly or indirectly, by any person, including  
4 Plaintiff, Experian, or Wells Fargo for any business, commercial or competitive purposes  
5 or for any purpose whatsoever other than solely for the preparation and trial of this action  
6 in accordance with the provisions of this Order.

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

22         6. Documents produced pursuant to this Order shall not be made available to  
23 any person designated in Subparagraph 5(f) unless he or she shall have first read this  
24 Order, agreed to be bound by its terms, and signed the attached Declaration of  
25 Compliance.

26         7. All persons receiving any or all documents produced pursuant to this  
27 Order shall be advised of their confidential nature. All persons to whom confidential

1 information and/or documents are disclosed are hereby enjoined from disclosing same to  
2 any person except as provided herein, and are further enjoined from using same except in  
3 the preparation for and trial of the above-captioned action between the named parties  
4 thereto. No person receiving or reviewing such confidential documents, information or  
5 transcript shall disseminate or disclose them to any person other than those described  
6 above in Paragraph 5 and for the purposes specified, and in no event shall such person  
7 make any other use of such document or transcript.

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

10           9.       This Order has been agreed to by the parties to facilitate discovery and the  
11 production of relevant evidence in this action. Neither the entry of this Order, nor the  
12 designation of any information, document, or the like as “Confidential,” nor the failure to  
13 make such designation, shall constitute evidence with respect to any issue in this action.

14           10.       Within sixty (60) days after the final termination of this litigation, all  
15 documents, transcripts, or other materials afforded confidential treatment pursuant to this  
16 Order, including any extracts, summaries or compilations taken therefrom, but excluding  
17 any materials which in the good faith judgment of counsel are work product materials,  
18 shall be returned to the Producing Party.

19           11.       In the event that any party to this litigation disagrees at any point in these  
20 proceedings with any designation made under this Protective Order, the parties shall first  
21 try to resolve such dispute in good faith on an informal basis. If the dispute cannot be  
22 resolved, the party objecting to the designation may seek appropriate relief from this  
23 Court. During the pendency of any challenge to the designation of a document or  
24 information, the designated document or information shall continue to be treated as  
25 “Confidential” subject to the provisions of this Protective Order.

26           12.       Nothing herein shall affect or restrict the rights of any party with respect  
27 to its own documents or to the information obtained or developed independently of

1 documents, transcripts and materials afforded confidential treatment pursuant to this  
2 Order.

3 13. The Court retains the right to allow disclosure of any subject covered by  
4 this stipulation or to modify this stipulation at any time in the interest of justice.

5 IT IS SO STIPULATED.

6 DATED this 19<sup>th</sup> day of April, 2017

7  
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/s/ Jennifer L. Braster  
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Attorney for Defendant Experian Information  
Solutions, Inc.

13 /s/ Tanya N. Lewis  
Tanya N. Lewis, Esq.  
14 Snell & Wilmer L.L.P.  
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18  
19 **ORDER**

20 IT IS SO ORDERED.

21  
22 April 21, 2017  
Dated: \_\_\_\_\_, \_\_\_\_\_

  
\_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE

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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 on \_\_\_\_\_, 20\_\_\_\_.

5. I have carefully read and understand the provisions of this Stipulated Protective 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 the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_.

\_\_\_\_\_  
QUALIFIED PERSON