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6 *Attorney for Defendant,*
 7 *ALLSTATE FIRE AND*
CASUALTY INSURANCE COMPANY

8
 9 **UNITED STATES DISTRICT COURT**
 10 **DISTRICT OF NEVADA**

11 BRENDA THOMPSON,
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 Plaintiff,
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 vs.
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 ALLSTATE INSURANCE COMPANY,
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 Defendant.
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CASE NO.: 2:17-cv-00181-JCM-VCF

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 18 **STIPULATION AND ORDER FOR PROTECTIVE ORDER REGARDING**
 19 **DOCUMENTS AND TESTIMONY PERTAINING TO PROPRIETARY DOCUMENTS**

20 WHEREAS the following, collectively referred to as “the Parties,” namely:

- 21 • Plaintiff, Brenda Thompson (“Plaintiff”), and
- 22 • Allstate Insurance Company (“Allstate”),

23 by and through their respective counsel, enter into this Stipulation and Protective Order
 24 Regarding Confidential Information as set forth below.
 25

26 In order to protect the confidentiality of Confidential Information obtained by the parties
 27 in connection with this case, the parties hereby agree as follows:

- 28 1. Any party or non-party may designate as "confidential" (by stamping the relevant

1 page or other otherwise set forth herein) any document or response to discovery which that party
2 or non-party considers in good faith to contain information involving trade secrets, or
3 confidential business or financial information, subject to protection under the Federal Rules of
4 Civil Procedure or Nevada law ("Confidential Information"). Where a document or response
5 consists of more than one page, the first page and each page on which confidential information
6 appears shall be so designated.

7 2. A party or non-party may designate information disclosed during a deposition or
8 in response to written discovery as "confidential" by so indicating in said response or on the
9 record at the deposition and requesting the preparation of a separate transcript of such material.
10 Additionally a party or non-party may designate in writing, within twenty (20) days after receipt
11 of said responses or of the deposition transcript for which the designation is proposed, that
12 specific pages of the transcript and/or specific responses be treated as "confidential" information.
13 Any other party may object to such proposal, in writing or on the record. Upon such objection,
14 the parties shall follow the procedures described in paragraph 8 below. After any designation
15 made according to the procedure set forth in this paragraph, the designated documents or
16 information shall be treated according to the designation until the matter is resolved according to
17 the procedures described in paragraph 8 below, and counsel for all parties shall be responsible
18 for making all previously unmarked copies of the designated material in their possession or
19 control with the specified designation.

20 3. All information produced or exchanged in the course of this case (other than
21 information that is publicly available) shall be used by the party or parties to whom the
22 information is produced solely for the purpose of this case.

23 4. Except with the prior written consent of other parties, or upon prior order of this
24 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed
25 to any person other than:

26 (a) counsel for the respective parties to this litigation, including in-house counsel and
27 co-counsel retained for this litigation;

28 (b) employees of such counsel;

1 (c) individual defendants, class representatives, any officer or employee of a party, to
2 the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

3 (d) consultants or expert witnesses retained for the prosecution or defense of this
4 litigation, provided that each such person shall execute a copy of the Certification annexed to this
5 Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the
6 Confidential Information and made available for inspection by opposing counsel during the
7 pendency or after the termination of the action only upon good cause shown and upon order of
8 the Court) before being shown or given any Confidential Information and provided that if the
9 party chooses a consultant or expert employed or formerly employed by Allstate Insurance
10 Company or one of its affiliated companies or one of its competitors, the party shall notify the
11 opposing party, or designating nonparty, before disclosing any Confidential Information to that
12 individual and shall give the opposing party an opportunity to move for a protective order
13 preventing or limiting such disclosure;

14 (e) any authors or recipients of the Confidential Information;

15 (f) the Court, Court personnel, and court reporters; and

16 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign
17 the Certification before being shown a confidential document. Confidential Information may be
18 disclosed to a witness who will not sign the Certification only in a deposition at which the party
19 who designated the Confidential Information is represented or has been given notice that
20 Confidential Information shall be designated "Confidential" pursuant to paragraph 2 above.
21 Witnesses shown Confidential Information shall not be allowed to retain copies.

22 5. Any persons receiving Confidential Information shall not reveal or discuss such
23 information to or with any person who is not entitled to receive such information, except as set
24 forth herein.

25 6. No party or non-party shall file or submit for filing as part of the court record any
26 documents under seal without first obtaining leave of court. Notwithstanding any agreement
27 among the parties, the party seeking to file a paper under seal bears the burden of overcoming the
28 presumption in favor of public access to papers filed in court.

1 7. A party may designate as "Confidential" documents or discovery materials
2 produced by a non-party by providing written notice to all parties of the relevant document
3 numbers or other identification within thirty (30) days after receiving such documents or
4 discovery materials. Any party or non-party may voluntarily disclose to others without restriction
5 any information designated by that party or non-party as confidential, although a document may
6 lose its confidential status if it is made public.

7 8. If a party contends that any material is not entitled to confidential treatment, such
8 party may at any time give written notice to the party or non-party who designated the material.
9 The party or non-party who designated the material shall have twenty-five (25) days from the
10 receipt of such written notice to apply to the Court for an order designating the material as
11 confidential. The party or non-party seeking the order has the burden of establishing that the
12 document is entitled to protection.

13 9. Notwithstanding any challenge to the designation of material as Confidential
14 Information, all documents shall be treated as such and shall be subject to the provisions hereof
15 unless and until one of the following occurs:

16 (a) the party or non-party claims that the material is Confidential Information
17 withdraws such designation in writing; or

18 (b) the party or non-party who claims that the material is Confidential Information
19 fails to apply to the Court for an order designating the material confidential within the time
20 period specified above after receipt of a written challenge to such designation; or

21 (c) the Court rules the material is not confidential.

22 10. All provisions of this Order restricting the communication or use of Confidential
23 Information shall continue to be binding after the conclusion of this action, unless otherwise
24 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
25 Information, other than that which is contained in pleadings, correspondence, and deposition
26 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion
27 of this action to counsel for the party or non-party who provided such information, or (b) destroy
28 such documents within the time period upon consent of the party who provided the information

1 and certify in writing within thirty (30) days that the documents have been destroyed.

2 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
3 use of documents at trial.

4 12. Nothing herein shall be deemed to waive any applicable privilege or work product
5 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
6 protected by privilege or work product protection.

7 13. Any witness or other person, firm or entity from which discovery is sought may
8 be informed of and may obtain the protection of this Order by written advice to the parties'
9 respective counsel or by oral advice at the time of any deposition or similar proceeding.

10 DATED this 21st day of November, 2017.

DATED this 21st day of November, 2017.

11 MATTHEW L. SHARP, LTD.


EGLET PRINCE

12
13 /s/ Matthew L. Sharp
14 MATTHEW L. SHARP, ESQ.
15 Nevada Bar No. 4746
16 432 Ridge Street
17 Reno, NV 89501
18 matt@mattsharp.com
19 Attorney for Plaintiff

/s/ Dennis M. Prince
DENNIS M. PRINCE, ESQ.
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400 South Seventh St., Fourth Floor
Las Vegas, NV 89101
eservice@egletlaw.com
Attorney for Plaintiff

20 DATED this 21st day of November, 2017.

21 PYATT SILVESTRI

22 
23 JAMES P. C. SILVESTRI, ESQ.
24 Nevada Bar. No. 3603
25 WALTER F. FICK, ESQ.
26 Nevada Bar No. 14193
27 701 Bridger Ave., Suite 600
28 Las Vegas, NV 89101
Attorneys for Defendant,
Allstate Property and Casualty Insurance
Company

ORDER

Pursuant to the foregoing Stipulation and good cause appearing therefore,

IT IS SO ORDERED.

DATED this ^{November} 21st day of _____, 2017.



DISTRICT COURT JUDGE

Cam Ferenbach

United States Magistrate Judge

Respectfully submitted by:

PYATT SILVESTRI



JAMES P. C. SILVESTRI, ESQ.

Nevada Bar. No. 3603

WALTER F. FICK, ESQ.

Nevada Bar No. 14193

701 Bridger Ave., Suite 600

Las Vegas, NV 89101

Attorneys for Defendant,

Allstate Property and Casualty

Insurance Company

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ATTESTATION OF CONCURRENCE IN FILING

I hereby attest and certify that on, November 21, 2017, I received concurrence from Plaintiff's counsel, Matthew L. Sharp and Dennis M. Prince, to file this document with their electronic signatures attached.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 21, 2017.

/s/ James P.C. Silvestri
JAMES P.C. SILVESTRI
Nevada Bar No. 3603

CERTIFICATION

1
2 I hereby certify my understanding that Confidential Information is being provided to me
3 pursuant to the terms and restrictions of the Protective Order dated _____, Civil
4 No. _____. I have been given a copy of that Order and read it. I agree to be bound by
5 the Order. I will not reveal the Confidential Information to anyone, except as allowed by the
6 Order. I will maintain all such Confidential Information - including copies, notes, or other
7 transcriptions made therefrom - in a secure manner to prevent unauthorized access to it. No later
8 than thirty (30) days after the conclusion of this action, I will return the Confidential Information
9 - including copies, notes or other transcriptions made therefrom - to the counsel who provided
10 me with the Confidential Information. I hereby consent to the jurisdiction of the United States
11 District Court for the purpose of enforcing the Protective Order.

12 DATED this ____ day of _____, 2017.

EXHIBIT "A"

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APPENDIX A

**ACKNOWLEDGMENT OF STIPULATION AND
PROTECTIVE ORDER REGARDING ALLSTATE'S PROPRIETARY MATERIALS/TRADE
SECRETS.**

**BRENDA THOMPSON V. ALLSTATE INSURANCE COMPANY, CASE NO.: 2:17-cv-
00181-JCM-VCF,**

I, _____, acknowledge that I have read the Stipulation and Protective Order regarding Allstate's Proprietary Materials/Trade Secrets. (Allstate Protective Order) entered by the Court on _____, 2017, in the above-entitled action. I understand the terms of the Allstate Protective Order and agree to be bound by those terms. Prior to signing this Acknowledgment, I have had an opportunity to consult with an attorney of my choosing to discuss the terms of the Allstate Protective Order and my obligations thereunder.

DATED: _____

Signature

Name Printed

Business Address

