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 THEO ROFOLI

*[additional counsel on next page]*

UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA

THEO ROFOLI,  
  
 Plaintiff,  
  
 v.  
  
 ZURICH AMERICAN INSURANCE  
 COMPANY; and DOES 1-20, inclusive,  
  
 Defendants.

Case No. 2:17-cv-00391-JAD-PAL

[Assigned to United States District Judge  
 Jennifer A. Dorsey]

**[PROPOSED] JOINT STIPULATION FOR  
 PROTECTIVE ORDER REGARDING  
 CONFIDENTIALITY OF DOCUMENTS  
 AND INFORMATION**

Complaint Filed: February 8, 2017  
 Trial Date: None Set

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ZURICH AMERICAN INSURANCE COMPANY  
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1 Plaintiff Theo Rofoli (“Plaintiff”) and Defendant Zurich American Insurance Company  
2 (“Defendant”) (collectively, the “Parties”), stipulate and agree, through their respective attorneys of  
3 record, to the entry of this Protective Order to protect the confidential status of protected information  
4 during discovery in this litigation.

5 It appearing to the Court that the Parties are in agreement that some or all of the Parties, and non-  
6 parties who may be subject to subpoena, possess or may possess information that is confidential  
7 personal or business information, confidential financial information, proprietary information, trade  
8 secrets or other confidential information that may be subject to discovery in the proceedings in this  
9 matter but, if made available to the public generally, might adversely affect a party’s competitive  
10 position or business operations, this Court hereby orders that:

11 1. All documents produced or information disclosed and any other documents or records  
12 designated as “confidential” by any of the Parties or by a non-party subjected to subpoena shall be  
13 revealed only to: (1) the Parties; (2) the Parties’ counsel of record in this action; (3) paralegals,  
14 secretarial employees under counsel’s direct supervision; (4) the Court and necessary Court staff;  
15 (5) any court reporter personnel retained to transcribe the testimony or argument at a hearing, trial or  
16 deposition in this action; (6) such persons employed to act as experts and consultants in these actions;  
17 (7) witnesses; (8) members of the jury; (9) any person agreed upon by the parties to serve as a mediator  
18 in this litigation; and (10) any employee, former employee, agent or independent contractor of any party  
19 who is requested by counsel to assist in the defense or prosecution of this litigation, provided, however,  
20 that disclosure of the Confidential Information to said individual is made only to the extent necessary for  
21 the employee, former employee, agent or independent contractor to perform such assistance. The  
22 information considered as “confidential” and disclosed only in accord with the terms of this paragraph  
23 shall include, without limitation, any document or discovery response provided in the course of this  
24 litigation that constitutes or contains confidential personal or business information, confidential financial  
25 information, proprietary information, trade secrets, or any other information or documentation supplied  
26 in response to discovery requests which, if disclosed, might adversely affect a party’s competitive  
27 position or business operations. Any document or information designated as “confidential” shall bear  
28 the label or stamp “Subject to Protective Order.”

1           2.       A party may apply to the Court for a ruling that a confidential document (or category of  
2 documents) or other information is not entitled to such status and protection. The party or other person  
3 that designated the document or information as confidential shall be given notice of the application and  
4 an opportunity to respond. In any such instance, the burden of proving the propriety of the purported  
5 confidentiality shall be on the proponent of such confidentiality. Until the Court rules otherwise, the  
6 Parties shall continue to treat such documents or information as confidential.

7           3.       Counsel for the Parties shall use all documents and information produced or disclosed  
8 solely for the purposes of discovery, motion practice, preparation for and trial of this action. Under no  
9 circumstances shall information or materials covered by this Protective Order be disclosed to anyone  
10 other than: (1) the Parties; (2) the Parties' counsel of record in this action; (3) paralegals, secretarial  
11 employees under counsel's direct supervision; (4) the Court and necessary Court staff; (5) any court  
12 reporter personnel retained to transcribe the testimony or argument at a hearing, trial or deposition in  
13 this action; (6) such persons employed to act as experts and consultants in these actions; (7) witnesses;  
14 (8) members of the jury; (9) any person agreed upon by the parties to serve as a mediator in this  
15 litigation; and (10) any employee, former employee, agent or independent contractor of any party who is  
16 requested by counsel to assist in the defense or prosecution of this litigation, provided, however, that  
17 disclosure of the Confidential Information to said individual is made only to the extent necessary for the  
18 employee, former employee, agent or independent contractor to perform such assistance. Within thirty  
19 (30) days of the final conclusion of the proceedings in these actions, whether by settlement, final  
20 judgment, or final exhaustion of all available appeals, all documents and information subject to this  
21 Order, including any copies or extracts or summaries thereof, or documents containing information  
22 taken therefrom, shall be returned to the disclosing party or destroyed, whichever the disclosing party  
23 chooses.

24           4.       If counsel for the Parties determines that for purposes of this action, documents or  
25 information produced and designated as "confidential" must be revealed to a person employed to act as  
26 an expert in this action, then counsel may reveal the designated documents or information to such  
27 person, after first complying with the following:  
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(a) Counsel for the Parties shall have the expert read this Order and shall explain the contents thereof to such expert.

(b) Counsel for the Parties shall require such expert to sign a copy of this protective order that states: "I have read and understood the terms of this protective order. I further agree to be bound by its terms." Nothing in this paragraph shall be deemed to enlarge the right to conduct discovery of any of the Parties' experts, except solely with respect to the ability of such expert to protect confidential information and documents from re-disclosure.

5. Before documents designated "confidential" or the information contained therein may be referred to in the course of depositions or to any appellate proceeding, or made exhibits to depositions and to the extent that those present do not already fall within the scope of the categories of individuals described in above, the deponent, all counsel, and other persons present at the deposition, or who review the transcript thereof, shall be informed of and agree to comply with the terms of this Protective Order.

6. A party may designate as "confidential" testimony given during a deposition which, in good faith, it deems confidential, provided that the portion of the transcript relating to such confidential testimony shall be stamped confidential in accordance with the provisions of paragraph 1. A party may designate as "confidential" any deposition testimony or deposition exhibits, by notice to the Parties, within 30 days of the date that the deposition transcript is received by a party. All provisions of this Protective Order shall apply to all deposition transcripts and/or testimony designated as "confidential."

7. Inadvertent Production of Privileged Information: If, at any time, a party discovers that it produced information that it reasonably believes is subject to protection under the attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each Receiving Party of the claim for protection, the basis for it, and amend its privilege log accordingly. Whenever possible, the producing party must produce substitute information that redacts the information subject to the claimed protection. The Receiving Party must thereupon promptly return, sequester, or destroy the information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed before being notified; and may

1 promptly present the information to the Court under seal for a determination of the claim. The  
2 producing party must preserve the information until the claim is resolved.

3 8. This Order is subject to revocation and modification by Order of the Court upon written  
4 stipulation of the Parties, or upon motion and reasonable notice, including opportunity for hearing and  
5 presentation of evidence.

1           9.       Nothing contained within this agreement shall be construed to bear upon the admissibility  
2 of documents, confidential or otherwise, or restrict the use of said documents at trial. If such documents  
3 are admitted, however, the Court shall take appropriate measures to protect their confidentiality.

4           **IT IS SO STIPULATED.**

5 DATED: April 26, 2017

Respectfully submitted,

SEYFARTH SHAW LLP

8 By: /s/ Erin Dougherty Foley

Erin Dougherty Foley

Jennifer R. Nunez

Michael C. Mills

Attorneys for Defendant

Zurich American Insurance Company

12 DATED: April 26, 2017

Respectfully submitted,

FREIMAN LAW

16 By: /s/ Lawrence W. Freiman

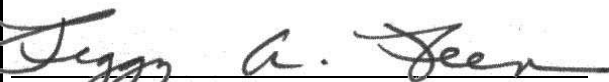
Lawrence W. Freiman

Michelle M. Jones

Attorneys for Plaintiff Theo Rofoli

18 Pursuant to LR IC 5-1, the filer attests that all other signatories listed, and on whose behalf this  
19 filing is submitted, concur in the filing's content and have authorized the filing.  
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23 **IT IS SO ORDERED:**

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Judge Peggy A. Leen

UNITED STATES MAGISTRATE JUDGE

28 DATED: May 5, 2017