

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

RANDY ROHDE, }
Plaintiff(s), }
vs. }
PROGRESSIVE DIRECT INSURANCE }
COMPANY, }
Defendant(s). }

Case No. 2:17-cv-00620-GMN-NJK
ORDER
(Docket No. 14)

Pending before the Court is the parties' stipulated protective order. Docket No. 14. Read literally, the stipulated protective order would subject the Court and its staff to civil liability for any disclosure of confidential information if contrary to the terms of the stipulated protective order. *See id.* at ¶ 14; *see also id.* at ¶ 3(d) (identifying Court officials as "qualified persons"). This is problematic for numerous reasons. First, the Court has its own duty to apply Ninth Circuit standards to unseal materials as appropriate even though those materials may have been designated as confidential pursuant to the stipulated protective order. *See, e.g., Florence v. Cenlar Fed. Savings & Loan*, 2017 WL 1078637, at *4 n.5 (D. Nev. Mar. 20, 2017) (the mere fact that a document is designated confidential pursuant to a stipulated protective order does not ensure the Court will maintain that document under seal once filed).¹ Second, Court officials are absolutely immune from civil liability in conjunction with exercising judicial functions. *See, e.g., Burton v. Infinity Capital Mgmt.*, 862 F.3d 740, 747-48 (9th Cir. 2017) (discussing

¹ The stipulated protective order implicitly acknowledges this elsewhere. See Docket No. 14 at ¶ 17.

1 reach of absolute judicial immunity). Accordingly, the Court declines to enter the parties' proposed
2 stipulated protective order in its current form, and it is hereby **DENIED**.

3 IT IS SO ORDERED.

4 DATED: August 16, 2017

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6 NANCY J. KOPPE
United States Magistrate Judge

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