

1 Matthew I. Knepper, Esq.  
 Nevada Bar No. 12796  
 2 Miles N. Clark, Esq.  
 Nevada Bar No. 13848  
 3 KNEPPER & CLARK LLC  
 10040 W. Cheyenne Ave., Suite 170-109  
 4 Las Vegas, NV 89129  
 Phone: (702) 825-6060  
 5 FAX: (702) 447-8048  
 Email: matthew.knepper@knepperclark.com  
 6 Email: miles.clark@knepperclark.com

7 Sean N. Payne, Esq.  
 Nevada Bar No. 13216  
 PAYNE LAW FIRM LLC  
 9 9550 S. Eastern Ave., Suite 253-A213  
 10 Las Vegas, NV 89123  
 Phone: (702) 952-2733  
 11 FAX: (702) 462-7227  
 Email: seanpayne@spaynelaw.com

12 David H. Krieger, Esq.  
 Nevada Bar No. 9086  
 HAINES & KRIEGER, LLC  
 14 8985 S. Eastern Ave., Suite 350  
 Henderson, NV 89123  
 15 Phone: (702) 880-5554  
 FAX: (702) 385-5518  
 16 Email: dkrieger@hainesandkrieger.com

17 *Attorneys for Plaintiff*

18 **UNITED STATES DISTRICT COURT**  
 19 **DISTRICT OF NEVADA**

KIM M. BENITES,	:	
	:	
Plaintiff,	:	Case No. 2:17-cv-00626-APG-CWH
	:	
v.	:	
	:	
CLARK COUNTY CREDIT UNION;	:	
SETERUS, INC.; RESIDENTIAL CREDIT	:	<b>[PROPOSED] STIPULATED</b>
SOLUTIONS, INC.; EQUIFAX	:	<b>PROTECTIVE ORDER</b>
INFORMATION SERVICES, LLC,	:	
	:	
Defendants.	:	
	:	

27  
 28

1 IT IS HEREBY STIPULATED by and between Plaintiff Kim M. Benites (“Plaintiff”), and  
2 Defendants Clark County Credit Union (“CCCU”) and Equifax Information Services, LLC  
3 (“Equifax”) (collectively, “the Parties”)<sup>1</sup> through their respective attorneys of record as follows:

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

8 THEREFORE, an Order of this Court protecting such confidential information shall be and  
9 hereby is made by this Court on the following terms:

10 1. This Order shall govern the use, handling and disclosure of all documents,  
11 testimony or information produced or given in this action which are designated to be subject to  
12 this Order in accordance with the terms hereof.

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

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

23 4. All documents, transcripts, or other materials subject to this Order, and all  
24 information derived therefrom (including, but not limited to, all testimony, deposition, or  
25

---

26 <sup>1</sup> Defendant Seterus, Inc. was terminated from this action. *See* Notice of Voluntary Dismissal (ECF  
27 No. 8). The dispute between Plaintiff and Defendant Residential Credit Solutions, Inc. (“RCS”)  
28 has been resolved on an individual basis. *See* Notice of Settlement (ECF No. 6). As such, no  
further participation by RCS is anticipated in this litigation.

1 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
2 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff, CCCU,  
3 and Equifax, for any business, commercial or competitive purposes or for any purpose  
4 whatsoever other than solely for the preparation and trial of this action in accordance with the  
5 provisions of this Order.

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

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

23 7. All persons receiving any or all documents produced pursuant to this Order shall  
24 be advised of their confidential nature. All persons to whom confidential information and/or  
25 documents are disclosed are hereby enjoined from disclosing same to any person except as  
26 provided herein, and are further enjoined from using same except in the preparation for and trial  
27 of the above-captioned action between the named parties thereto. No person receiving or  
28

1 reviewing such confidential documents, information or transcript shall disseminate or disclose  
2 them to any person other than those described above in Paragraph 5 and for the purposes  
3 specified, and in no event shall such person make any other use of such document or transcript.

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

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

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

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

22 12. Nothing herein shall affect or restrict the rights of any party with respect to its  
23 own documents or to the information obtained or developed independently of documents,  
24 transcripts and materials afforded confidential treatment pursuant to this Order.

25 //

26 //

27 //

28

1 13. The Court retains the right to allow 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 4, 2017

<p>5 /s/ Sean N. Payne, Esq. Sean N. Payne, Esq. Nevada Bar No. 13216 PAYNE LAW FIRM LLC 9550 S. Eastern Ave., Suite 253-A213 Las Vegas, NV 89123</p> <p>8 Matthew I. Knepper, Esq. Nevada Bar No. 12796 Miles N. Clark, Esq. Nevada Bar No. 13848 KNEPPER &amp; CLARK LLC 10040 W. Cheyenne Ave., Suite 170-109 Las Vegas, NV 89129</p> <p>11 David H. Krieger, Esq. Nevada Bar No. 9086 HAINES &amp; KRIEGER, LLC 8985 S. Eastern Avenue, Suite 350 Henderson, Nevada 89123</p> <p>14 <i>Attorneys for Plaintiff</i> <i>Kim M. Benites</i></p>	<p>5 /s/ Gary L. Compton, Esq. Gary L. Compton, Esq. Nevada Bar No. 1652 2950 E. Flamingo Rd., Ste. L Las Vegas, NV 89121</p> <p>8 <i>Attorneys for Defendant</i> <i>Clark County Credit Union</i></p>
<p>17 /s/ Bradley T. Austin, Esq. Bradley T. Austin, Esq. Nevada Bar No. 13064 SNELL &amp; WILMER LLP 3883 Howard Hughes Pkwy, Suite 1100 Las Vegas, NV 89169</p> <p>20 <i>Attorneys for Defendant</i> <i>Equifax Information Services LLC</i></p>	

23 **IT IS SO ORDERED.**

24 Dated: April 5, 2017

**ORDER**

25   
UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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  
6 Order.

7 I will comply with all provisions of this Stipulated Protective Order.

8 I will hold in confidence, and will not disclose to anyone not qualified under the  
9 Stipulated Protective Order, any information, documents or other materials produced subject to  
10 this Stipulated Protective Order.

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

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

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

20 //  
21 //  
22 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_.

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