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 JENNIFER A. LEE

11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 JENNIFER A. LEE,

15 Plaintiff,

16 v.

17 EDUCATORS CREDIT UNION; WELLS  
 FARGO HOME MORTGAGE; EQUIFAX  
 18 INFORMATION SERVICES, LLC,  
 EXPERIAN INFORMATION SOLUTIONS,  
 19 INC.; TRANS UNION, LLC,

20 Defendants.

Case No. 2:17-cv-01215-JCM-GWF

~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER

21  
 22 Plaintiff JENNIFER A. LEE (“Plaintiff”), Defendants EDUCATORS CREDIT UNION,  
 23 and WELLS FARGO BANK, N.A., erroneously named as WELLS FARGO HOME  
 24 MORTGAGE, (collectively, the “Parties”),<sup>1</sup> by and through their counsel of record, hereby  
 25 stipulate as follows:

26 WHEREAS, documents and information have been and may be sought, produced or

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 28 <sup>1</sup> The other parties have either been dismissed or have settled their disputes.

1 exhibited by and among the parties to this action relating to trade secrets, confidential research,  
2 development, technology or other proprietary information belonging to the defendants and/or  
3 personal income, credit and other confidential information of Plaintiff.

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

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

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

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

19           4.       All documents, transcripts, or other materials subject to this Order, and all  
20 information derived therefrom (including, but not limited to, all testimony, deposition, or  
21 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
22 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff,  
23 EDUCATORS CREDIT UNION; WELLS FARGO BANK, N.A., commercial or competitive  
24 purposes or for any purpose whatsoever other than solely for the preparation and trial of this  
25 action in accordance with the provisions of this Order.

26           5.       All depositions or portions of depositions taken in this action that contain  
27 confidential information may be designated as "Confidential" and thereby obtain the protections  
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1 accorded other confidential information. The parties shall have twenty-one (21) days from the  
2 date a deposition is taken, or fourteen (14) days from the date a deposition transcript is received,  
3 whichever date is greater, to serve a notice to all parties designating portions as “Confidential.”  
4 Until such time, all deposition testimony shall be treated as confidential information. To the  
5 extent any designations are made on the record during the deposition, the designating party need  
6 not serve a notice re-designating those portions of the transcript as confidential information.  
7 Any party may challenge any such designation in accordance with Paragraph 14 of this Order.

8           6.       Except with the prior written consent of the individual or entity designating a  
9 document or portions of a document as “Confidential,” or pursuant to prior Order after notice,  
10 any document, transcript or pleading given “Confidential” treatment under this Order, and any  
11 information contained in, or derived from any such materials (including but not limited to, all  
12 deposition testimony that refers, reflects or otherwise discusses any information designated  
13 confidential hereunder) may not be disclosed other than in accordance with this Order and may  
14 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this  
15 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and  
16 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact  
17 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need  
18 to know such information; (e) present or former employees of the producing party in connection  
19 with their depositions in this action (provided that no former employees shall be shown  
20 documents 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           7.       Documents produced pursuant to this Order shall not be made available to any  
23 person designated in Subparagraph 6(f) unless he or she shall have first read this Order, agreed to  
24 be bound by its terms, and signed the attached Declaration of Compliance.

25           8.       Third parties who are the subject of discovery requests, subpoenas or  
26 depositions in this case may take advantage of the provisions of this Protective Order by  
27 providing the parties with written notice that they intend to comply with and be bound by the  
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1 terms of this Protective Order.

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

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

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

16 12. Inadvertent failure to designate any document, transcript, or other materials  
17 “Confidential” will not constitute a waiver of an otherwise valid claim of confidentiality  
18 pursuant to this Order, so long as a claim of confidentiality is promptly asserted after discovery  
19 of the inadvertent failure. If a party designates a document as “Confidential” after it was initially  
20 produced, the receiving party, on notification of the designation, must make a reasonable effort  
21 to assure that the document is treated in accordance with the provisions of this Order, and upon  
22 request from the producing party certify that the designated documents have been maintained as  
23 confidential information. **The designating party shall have the burden of proving that any  
24 document designated as CONFIDENTIAL is entitled to such protection.**

25 13. Within sixty (60) days after the final termination of this litigation, all documents,  
26 transcripts, or other materials afforded confidential treatment pursuant to this Order, including  
27 any extracts, summaries or compilations taken therefrom, but excluding any materials which in  
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1 the good faith judgment of counsel are work product materials, shall be returned to the Producing  
2 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

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

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

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1 16. 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 November 7, 2017

5 KAZEROUNI LAW GROUP, APC

6 /s/ Michael Kind

7 Michael Kind, Esq.  
8 Nevada Bar No. 13903  
9 Kazerouni Law Group, APC  
10 6069 S. Fort Apache Rd., Suite 100  
11 Las Vegas, NV 89148  
12 *Attorneys for Plaintiff*

SNELL & WILMER LLP

13 /s/ Karl O. Riley

14 Karl O. Riley, Esq.  
15 3883 Howard Hughes Pkwy.  
16 Las Vegas, NV 89169  
17 Attorneys for Defendant  
18 *WELLS FARGO BANK, N.A. erroneously*  
19 *named as WELLS FARGO HOME*  
20 *MORTGAGE*

21 /s/ Marc S. Cwik

22 Marc S. Cwik, Esq.  
23 LEWIS BRISBOIS BISGAARD & SMITH  
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28 *Attorneys for Defendant*  
*Educators Credit Union*

**ORDER**

19 **IT IS SO ORDERED.**

20 Dated: November 8, 2017

*George Foley Jr.*  
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.

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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