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

10 LINDA BUNDY;

11 Plaintiff,

12 v.

13 LAS VEGAS VALLEY WATER DISTRICT;  
 DOE INDIVIDUALS I through X, inclusive;  
 14 and ROE CORPORATIONS I through X,  
 inclusive,

15 Defendant.

Case No. 2:17-cv-02936-RFB-(PAL)

**STIPULATED PROTECTIVE ORDER**

17 In order to protect the confidentiality of certain information obtained by the parties in  
 18 connection with this case, the parties hereby agree as follows:

19 1. Any party or non-party may designate as "confidential" (by stamping the relevant page or  
 20 other otherwise set forth herein) any document or response to discovery which that party or non-  
 21 party considers in good faith to contain information involving trade secrets, or confidential business  
 22 or financial information, subject to protection under the Federal Rules of Civil Procedure or Nevada  
 23 law ("Confidential Information"). Where a document or response consists of more than one page,  
 24 the first page and each page on which confidential information appears shall be so designated.

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

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

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

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

19 (b) employees of such counsel;

20 (c) any officer or employee of a party, to the extent deemed necessary by Counsel for  
21 the prosecution or defense of this litigation;

22 (d) consultants or expert witnesses retained for the prosecution or defense of this  
23 litigation, provided that each such person shall execute a copy of the Certification annexed to this  
24 Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the Confidential  
25 Information and made available for inspection by opposing counsel during the pendency or after the  
26 termination of the action only upon good cause shown and upon order of the Court) before being  
27 shown or given any Confidential Information;

- 1 (e) any authors or recipients of the Confidential Information;
- 2 (f) the Court, Court personnel, and court reporters; and
- 3 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign  
4 the Certification before being shown a confidential document. Confidential Information may be  
5 disclosed to a witness who will not sign the Certification only in a deposition at which the party who  
6 designated the Confidential Information is represented or has been given notice that Confidential  
7 Information shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses shown  
8 Confidential Information shall not be allowed to retain copies.

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

12 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with the court  
13 under seal shall be accompanied by a contemporaneous motion for leave to file those documents  
14 under seal, and shall be filed consistent with the court's electronic filing procedures in accordance  
15 with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the party seeking to  
16 file a paper under seal bears the burden of overcoming the presumption in favor of public access to  
17 papers filed in court. *Kamakana v. City and County of Honolulu*, 477 F.2d 1172 (9<sup>th</sup> Cir. 2006).

18 7. A party may designate as "Confidential" documents or discovery materials produced by a  
19 non-party by proving written notice to all parties of the relevant document numbers or other  
20 identification within thirty (30) days after receiving such documents or discovery materials. Any  
21 party or non-party may voluntarily disclose to others without restriction any information designated  
22 by that party or non-party as Confidential, although a document may lose its protected status if it is  
23 made public.

24 8. If a party contends that any material is not entitled to Confidential treatment, such party  
25 may at any time give written notice to the party or non-party who designated the material. The party  
26 or non-party who designated the material shall have thirty (30) days from the receipt of such written  
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1 notice to apply to the Court for an order designating the material as Confidential. The party or non-  
2 party seeking the order has the burden of establishing that the document is entitled to protection.

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

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

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

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

12 10. All provisions of this Order restricting the communication or use of Confidential  
13 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed  
14 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Information,  
15 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall  
16 either (a) return such documents no later than thirty (30) days after conclusion of this action to  
17 counsel for the party or non-party who provided such information, or (b) destroy such documents  
18 within the time period upon consent of the party who provided the information and certify in writing  
19 within thirty (30) days that the documents have been destroyed.

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

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

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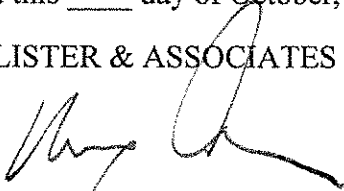
1 13. Any witness or other person, firm or entity from which discovery is sought may be  
2 informed of and may obtain the protection of this Order by written advice to the parties; respective  
3 counsel or by oral advice at the time of any deposition or similar proceeding.

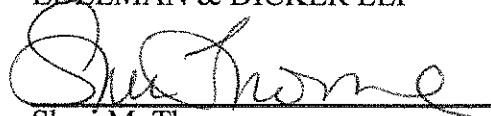
4 Dated this \_\_\_\_ day of October, 2018.

Dated this 26 day of October, 2018.

5 CALLISTER & ASSOCIATES

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Attorneys for Defendant Las Vegas Valley Water  
District

15 **ORDER**

16 IT IS SO ORDERED.

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18 \_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE

19 Dated: October 29, 2018