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16 **UNITED STATES DISTRICT COURT**
 17 **DISTRICT OF NEVADA**

<p>18 Robert E. Strahl,</p> <p>19 Plaintiff,</p> <p>20 v.</p> <p>21 Experian Information Solutions,</p> <p>22 Inc.,</p> <p>23 Defendant.</p>	<p>24 Case No. 2:17-cv-02981-JAD-PAL</p> <p>25 STIPULATED</p> <p>26 PROTECTIVE ORDER</p>
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27 IT IS HEREBY STIPULATED by and between Plaintiff Robert E. Strahl
 28 (“Plaintiff”) and Defendant Experian Information Solutions, Inc (“Defendant”) (collectively as “the Parties”), by and through their counsel of record, as follows:

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

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

- 8 1. This Order shall govern the use, handling and disclosure of all documents,
9 testimony or information produced or given in this action which are designated
10 to be subject to this Order in accordance with the terms hereof.
- 11 2. Any party or non-party producing or filing documents or other materials in this
12 action may designate such materials and the information contained therein
13 subject to this Order by typing or stamping on the front of the document, or on
14 the portion(s) of the document for which confidential treatment is designated,
15 “Confidential.”
- 16 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other
17 papers to be filed with the Court incorporate documents or information subject
18 to this Order, the party filing such papers shall designate such materials, or
19 portions thereof, as “Confidential,” and shall file them with the clerk under seal;
20 provided, however, that a copy of such filing having the confidential
21 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
23 Rules.
- 24 4. All documents, transcripts, or other materials subject to this Order, and all
25 information derived therefrom (including, but not limited to, all testimony,
26 deposition, or otherwise, that refers, reflects or otherwise discusses any
27 information designated Confidential hereunder), shall not be used, directly or
28 indirectly, by any Party, for commercial or competitive purposes or for any

1 purpose whatsoever other than solely for the preparation and trial of this action
2 in accordance with the provisions of this Order.

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

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

1 departure); and (f) experts specifically retained as consultants or expert
2 witnesses in connection with this litigation.

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

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

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

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

23 11. This Order has been agreed to by the parties to facilitate discovery and the
24 production of relevant evidence in this action. Neither the entry of this Order,
25 nor the designation of any information, document, or the like as “Confidential,”
26 nor the failure to make such designation, shall constitute evidence with respect
27 to any issue in this action.
28

- 1 12. Inadvertent failure to designate any document, transcript, or other materials
2 “Confidential” will not constitute a waiver of an otherwise valid claim of
3 confidentiality pursuant to this Order, so long as a claim of confidentiality is
4 promptly asserted after discovery of the inadvertent failure. If a party
5 designates a document as “Confidential” after it was initially produced, the
6 receiving party, on notification of the designation, must make a reasonable
7 effort to assure that the document is treated in accordance with the provisions
8 of this Order, and upon request from the producing party certify that the
9 designated documents have been maintained as confidential information. The
10 designating party shall have the burden of proving that any document
11 designated as CONFIDENTIAL is entitled to such protection.
- 12 13. Within sixty (60) days after the final termination of this litigation, all
13 documents, transcripts, or other materials afforded confidential treatment
14 pursuant to this Order, including any extracts, summaries or compilations taken
15 therefrom, but excluding any materials which in the good faith judgment of
16 counsel are work product materials, shall be returned to the Producing Party.
17 In lieu of return, the parties may agree to destroy the documents, to the extent
18 practicable.
- 19 14. If any party objects to any designation of any materials as “Confidential,” the
20 parties shall attempt in good faith to resolve such objection by agreement. If
21 the parties cannot resolve their objections by agreement, any the party objecting
22 to the designation may shall be free to seek the assistance of the Court. A party
23 shall have thirty (30) days from the time a “Confidential” designation is made
24 not be obligated to challenge the propriety of a Confidential the designation at
25 the time made, and a failure to do so shall not preclude a subsequent challenge
26 thereto. Until an objection has been resolved by agreement of counsel or by
27 order of the Court, the materials shall be treated as Confidential and subject to
28 this Order.

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

5 16. The Court retains the right to allow disclosure of any subject covered by this
6 stipulation or to modify this stipulation at any time in the interest of justice.

7 IT IS SO STIPULATED.

8
9 DATED this 20th day of March 2018.

10 **KAZEROUNI LAW GROUP, APC**

11
12 By: /s/ Michael Kind
13 Michael Kind, Esq.
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16 **SNELL & WILMER LLP**

17 By: /s/ Charles E. Gianelloni
18 Charles E. Gianelloni, Esq.
19 Bob L. Olson, Esq.
20 3883 Howard Hughes Pkwy., Ste. 1100
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Attorneys for Defendant
Experian Information Solutions, Inc.

22
23 IT IS SO ORDERED:

24 
25 UNITED STATES MAGISTRATE JUDGE

26 DATED: March 21, 2018

1 **EXHIBIT A**

2 **DECLARATION OF COMPLIANCE**

3 I, _____, declare as follows:

4 1. My address is _____
5 _____.

6 2. My present employer is _____
7 _____.

8 3. My present occupation or job description is _____
9 _____.

10 4 I have received a copy of the Stipulated Protective Order entered
11 in this action on _____, 20__.

12 5. I have carefully read and understand the provisions of this
13 Stipulated Protective Order.

14 6. I will comply with all provisions of this Stipulated Protective
15 Order.

16 7. I will hold in confidence, and will not disclose to anyone not
17 qualified under the Stipulated Protective Order, any information, documents
18 or other materials produced subject to this Stipulated Protective Order.

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

22 9. Upon termination of this action, or upon request, I will return and
23 deliver all information, documents or other materials produced subject to this
24 Stipulated Protective Order, and all documents or things which I have
25 prepared relating to the information, documents or other materials that are
26 subject to the Stipulated Protective Order, to my counsel in this action, or to
27 counsel for the party by whom I am employed or retained or from whom I
28 received the documents.

1 10. I hereby submit to the jurisdiction of this Court for the purposes of
2 enforcing the Stipulated Protective Order in this action. I declare under penalty of
3 perjury under the laws of the United States that the following is true and correct.

4
5 Executed this ____ day of _____, 2018 at _____.

6
7 Signature: _____ Firm: _____

8
9 Name: _____ Address: _____

10
11 Position: _____ Phone: _____