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13 *Attorneys for Plaintiff*

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 SYLVIA ZORSCH,
 17
 18 Plaintiff,

Case No.: 2:17-cv-03121-APG-NJK

19 vs.

~~[PROPOSED]~~ **STIPULATED
PROTECTIVE ORDER**

20 EQUIFAX INFORMATION SERVICES, LLC;
 21 MORTGAGE SERVICE CENTER; SILVER
 22 STATE SCHOOLS CREDIT UNION; and
 23 TOYOTA FINANCIAL SERVICES,
 24 Defendants.

25 IT IS HEREBY STIPULATED by and between Plaintiff SYLVIA ZORSCH (“Plaintiff”)
 26 and Defendant SILVER STATE SCHOOLS CREDIT UNION (“SSSCU”) (collectively, the
 27

1 “Parties”) ¹, by and through their counsel of record, as follows:

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

6 THEREFORE, an Order of this Court protecting such confidential information shall be and
7 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 to be subject to
10 this Order in accordance with the terms hereof.

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13 See order issued concurrently herewith.

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22 4. All documents, transcripts, or other materials subject to this Order, and all
23 information derived therefrom (including, but not limited to, all testimony, deposition, or
24 otherwise, that refers, reflects or otherwise discusses any information designated Confidential
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28 ¹ Plaintiff has settled their claims against Equifax Information Services, LLC. Toyota Financial Services and
Mortgage Service Center have not yet appeared in this action.

1 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and SSSCU,
2 commercial or competitive purposes or for any purpose whatsoever other than solely for the
3 preparation and trial of this action in accordance with the provisions of this Order.

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5 5. All depositions or portions of depositions taken in this action that contain
6 confidential information may be designated as “Confidential” and thereby obtain the protections
7 accorded other confidential information. The parties shall have twenty-one (21) days from the date
8 a deposition is taken, or fourteen (14) days from the date a deposition transcript is received,
9 whichever date is greater, to serve a notice to all parties designating portions as “Confidential.”
10 Until such time, all deposition testimony shall be treated as confidential information. To the extent
11 any designations are made on the record during the deposition, the designating party need not serve
12 a notice re-designating those portions of the transcript as confidential information. Any party may
13 challenge any such 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 Order after notice, any
16 document, transcript or pleading given “Confidential” treatment under this Order, and any
17 information contained in, or derived from any such materials (including but not limited to, all
18 deposition testimony that refers, reflects or otherwise discusses any information designated
19 confidential hereunder) may not be disclosed other than in accordance with this Order and may
20 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;
21 (c) counsel for the parties, whether retained counsel or in-house counsel and employees of counsel
22 assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a
23 proffer to the Court or a stipulation of the parties that such witnesses need to know such
24 information; (e) present or former employees of the producing party in connection with their
25 depositions in this action (provided that no former employees shall be shown documents prepared
26 after the date of his or her departure); and (f) experts specifically retained as consultants or expert
27 witnesses in connection with this litigation.

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

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

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

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

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

22 12. Inadvertent failure to designate any document, transcript, or other materials
23 “Confidential” will not constitute a waiver of an otherwise valid claim of confidentiality pursuant
24 to this Order, so long as a claim of confidentiality is promptly asserted after discovery of the
25 inadvertent failure. If a party designates a document as “Confidential” after it was initially
26 produced, the receiving party, on notification of the designation, must make a reasonable effort to
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1 assure that the document is treated in accordance with the provisions of this Order, and upon
2 request from the producing party certify that the designated documents have been maintained as
3 confidential information.

4 13. If any party objects to any designation of any materials as Confidential, the
5 parties shall attempt in good faith to resolve such objection by agreement. If the parties cannot
6 resolve their objections by agreement, any party shall be free to seek the assistance of the Court.
7 A party shall not be obligated to challenge the propriety of a Confidential designation at the time
8 made, and a failure to do so shall not preclude a subsequent challenge thereto. Until an objection
9 has been resolved by agreement of counsel or by order of the Court, the materials shall be treated
10 as Confidential and subject to this Order.
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17 14. See order issued concurrently herewith.
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15. Within sixty (60) days after the final termination of this litigation, all documents, transcripts, or other materials afforded confidential treatment pursuant to this Order, including any extracts, summaries or compilations taken therefrom, but excluding any materials which in the good faith judgment of counsel are work product materials, shall be returned to the Producing Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

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

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

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

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EXHIBIT A

DECLARATION OF COMPLIANCE

Zorsch v. Equifax Information Services, LLC et al
United States District Court, District of Nevada
Case No. 2:17-cv-03121-APG-NJK

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 _____, 2018 at _____.

QUALIFIED PERSON