

1 ROBERT W. FREEMAN
 Nevada Bar No. 003062
 2 DANIELLE C. MILLER
 Nevada Bar No. 009127
 3 LEWIS BRISBOIS BISGAARD & SMITH LLP
 6385 S. Rainbow Boulevard, Suite 600
 4 Las Vegas, Nevada 89118
 702.893.3383
 5 FAX: 702.893.3789
Attorneys for Defendant
 6 *Clark County*

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

9 ***

10 NORALYN MANCAO, an individual,
 11 Plaintiff,
 12 vs.

CASE NO. 2:18-cv-00047-GMN-GWF
**STIPULATED CONFIDENTIALITY
 AGREEMENT AND PROTECTIVE
 ORDER**

13 CLARK COUNTY DISTRICT ATTORNEY
 FAMILY SUPPORT DIVISION, ex. rel.
 14 CLARK COUNTY, a political subdivision of
 he State of Nevada; EMPLOYEE(s)
 15 AGENT(s) DOES 1-10 and ROE ENTITIES;
 1 through 10, inclusive,
 16
 17 Defendants.

19 Plaintiff Noralyn Mancao, by and through her attorney, M. Lani Esteban-Trinidad, Esq.,
 20 and Defendant Clark County, by and through its attorney, Robert W. Freeman, Esq., hereby agree
 21 and stipulate as follows:

22 1. The parties enter into this Stipulation and Protective Order under Federal Rule of
 23 Civil Procedure 26(c) to establish procedures for the handling of documents produced by the
 24 parties in response to discovery requests.

25 2. Any party may designate and mark certain documents produced in response to
 26 discovery requests as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.” The party
 27 designating such documents shall be referred to as the Designating Party and any party in receipt
 28 of such documents shall be referred to as the Receiving Party. Documents so marked may be used



1 only for purposes of this litigation.

2 3. Except as otherwise ordered by this Court, documents marked “CONFIDENTIAL”
3 or “SUBJECT TO PROTECTIVE ORDER” and the contents of documents so marked may be
4 disclosed only to employees or agents of the following persons:

5 (a) Plaintiff and counsel of record for Plaintiff;

6 (b) Defendant and counsel of record for Defendant;

7 (c) the non-technical and clerical staff employed by counsel of record;

8 (d) interpreters and copying services employed by counsel of record’s employer

9 to the extent reasonably necessary to render professional services in this case;

10 (e) any private court reporter retained by counsel for depositions in this case;

11 (f) subject to the terms of paragraph 5, persons retained by counsel to serve as
12 expert witnesses or consultants in this case; and

13 (g) personnel of the Court, including court reporters, officials and employees of
14 the Clerk of Court, and staff of the presiding United States District Judge and United States
15 Magistrate Judge, to the extent deemed necessary by the Court.

16 4. If counsel for a Receiving Party determines that it is necessary to disclose any
17 document marked “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” to any
18 persons other than the individuals included in paragraph 3, that counsel shall set forth the grounds
19 for the disclosure and seek the written consent of counsel for the Designating Party. The
20 Designating Party shall respond to the Receiving Party’s request within seven calendar days unless
21 the Receiving Party agrees to a longer period. If counsel for the Designating Party does not
22 consent, counsel for the Receiving Party and counsel for the Designating Party shall within five
23 court days of the Designating Party’s response meet and confer in person or telephonically
24 regarding the issue, during which meeting and conference counsel for the Receiving Party shall
25 specify the reasons why disclosure is necessary. If any agreement is not reached, the Designating
26 Party shall move the Court within the ten calendar days of the meeting and conference for a
27 protective order preventing disclosure. The Receiving Party shall not disclose the document unless
28 the Designating Party has failed to file a motion within the time allowed or the Court has denied

1 the motion.

2 5. If counsel for the Receiving Party determines that it is necessary to disclose any
3 document marked “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” to an expert
4 or consultants retained to render professional services in this case, that counsel shall notify counsel
5 for the Designating Party in writing at least seven days before the proposed disclosure with the
6 name of the expert or consultant. The Designating Party shall respond to the Receiving Party’s
7 notification within seven calendar days unless the Receiving Party agrees to a longer period. If
8 counsel for the Designating Party objects, counsel for the Receiving Party and counsel for the
9 Designating Party shall within five court days of the Designating Party’s response meet and confer
10 in person or telephonically regarding the issue. If an agreement is not reached, the Designating
11 Party shall move the court within ten calendar days of the meeting and conference for a protective
12 order preventing disclosure. The Receiving Party shall not disclose the document unless the
13 Designating Party has failed to file a motion within the time allowed or the Court denies the
14 motion.

15 6. Any party may object to the propriety of the designation of documents as
16 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” by objecting and setting forth in
17 writing the grounds for the objection. The Designating Party shall respond to the Receiving
18 Party’s objection within seven calendar days unless the Receiving Party agrees to a longer period.
19 If an agreement is not reached, counsel for the Receiving Party and counsel for the Designating
20 Party shall within five court days of the Designating Party’s response meet and confer in person or
21 telephonically, during which meeting and conference counsel for the Receiving Party shall specify
22 the grounds for objection with respect to each document at issue. If the parties cannot agree, then
23 the Designating Party will then have ten calendar days after the conference of counsel to file a
24 motion to preserve the confidentiality designation. The burden of proof to demonstrate
25 confidential treatment of any information at all times remain with the Designating Party. The
26 parties shall treat the documents as the subject to this Stipulation and Order unless the Designating
27 Party has failed to file a motion within the time allowed or the Court has denied the motion.

28 7. Before disclosing any document marked “CONFIDENTIAL” or “SUBJECT TO

1 PROTECTIVE ORDER” to any person identified in subparagraph (c) of paragraph 3, counsel of
2 record for the Receiving Party shall advise that person of the terms of this Stipulation and
3 Protective Order and that he or she is bound by those terms. In addition, before disclosing any
4 document marked “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” to any person
5 identified in subparagraphs (d), (e), or (f) of paragraph 3, counsel for the Receiving Party shall
6 ensure that the person (1) has read and agrees to the terms of this Protective Order and (2) has
7 acknowledged his or her agreement by signing a copy of the attached Acknowledgment before any
8 such document is disclosed to him or her:

9 **ACKNOWLEDGMENT**

10 I have read the Stipulation and Protective Order Governing Documents Produced by the
11 Parties in this case. I understand its terms and agree to be bound by the terms of the Protective
12 Order. I understand that my duties under the Protective Order will survive the termination of this
13 case and that failure to comply with its terms may result in the District Court imposing sanctions
14 on me. I consent to personal jurisdiction of the United States District Court for the District of
15 Nevada for the purpose of enforcing the Protective Order.

16 8. Counsel for each party shall retain copies of the Acknowledgment forms executed
17 by persons authorized for access on behalf of that party until this litigation, including all appeals,
18 concludes. Nothing in this Protective Order restricts the Designation Party’s own disclosure of
19 documents marked “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

20 9. Any person receiving access to a document marked “CONFIDENTIAL” or
21 “SUBJECT TO PROTECTIVE ORDER” shall maintain the document, any copies of the
22 document, and any information derived from the document in a confidential manner and shall take
23 steps to avoid disclosure to persons not authorized under this Order to have access to the
24 documents or information.

25 10. Within thirty days of the conclusion of this litigation, including all appeals, counsel
26 for the Receiving Party shall destroy or send to counsel for the Designating Party all copies of
27 documents marked “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

28 Notwithstanding this paragraph, however, the parties’ attorneys may retain one copy of

1 each document filed with the Court that contains or refers to any of the designated documents.
2 Furthermore, nothing in this paragraph shall be construed to require the parties' attorneys to
3 disclose any attorney work-product to opposing counsel.

4 11. In connection with a deposition in this case, a witness or any counsel may indicate
5 that a question or answer refers to the content of a document marked "CONFIDENTIAL" or
6 "SUBJECT TO PROTECTIVE ORDER." If the indication occurs on the record during the
7 deposition, all persons not authorized to review such documents shall leave the deposition room
8 until completion of the answers referring to the document and the reporter shall mark the transcript
9 of the designated testimony "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE ORDER."

10 12. If any party wishes to submit into the written record of this case any document
11 marked "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE ORDER" or excerpts from any
12 such document, that party shall seek to submit the document under seal.

13 13. Papers filed with the Court under seal shall be accompanied by a motion for leave
14 to file those documents under seal addressing the specific reasons for filing these documents under
15 seal pursuant to *Kamakana v. City of Cnty. Of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), and shall
16 be filed in accordance with the Court's electronic filing procedures. If papers are filed under seal
17 pursuant to prior Court order, the papers shall bear the following notation on the first page,
18 directly under the case number: "FILED UNDER SEAL PURSUANT TO COURT ORDER
19 DATED _____." All papers filed under seal will remain sealed until such time as the Court may
20 deny the motion to seal or enter an order to unseal them, or the documents are unsealed pursuant
21 to Local Rule.

22 14. Nothing in this Stipulation and Protective Order prevents any party from
23 challenging any assertion of privilege by any party, and nothing in this Stipulation and Protective
24 Order constitutes a waiver of any assertion of privilege by any party or precludes any party from
25 moving for consideration of information ex parte and in camera.

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1 15. Anyone found to be in violation of this Order may have sanctions imposed against
2 him or her as the Court may determine and allowable under law and may also be subject to
3 contempt of court proceedings.

4 DATED this 2nd day of April, 2018.

DATED this 2nd day of April, 2018.

5 THE THATER LAW GROUP, P.C.

LEWIS BRISBOIS BISGAARD & SMITH LLP

6 */s/ M. Lani Esteban-Trinidad*

/s/ Robert W. Freeman

7 By: _____
8 M. LANI ESTEBAN-TRINIDAD, ESQ.
9 Nevada Bar No. 006967
6390 W. Cheyenne Avenue, Suite A
10 Las Vegas, Nevada 89108
Attorneys for Plaintiff

By: _____
ROBERT W. FREEMAN, ESQ.
Nevada Bar No. 003062
DANIELLE C. MILLER, ESQ.
Nevada Bar No. 009127
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Attorneys for Defendant
Clark County

ORDER

14 IT IS SO ORDERED.

15 DATED this 3rd day of April, 2018.

17 *George Foley Jr.*
18 _____
U.S. MAGISTRATE JUDGE