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14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16
 17 GREGORY S. AKERS,
 18 Plaintiff,

Case No.: 2:18-cv-00048-GMN-VCF

19 vs.

**STIPULATED
PROTECTIVE ORDER**

20 EXPERIAN INFORMATION SOLUTIONS,
 21 INC.; and GRANT & WEBER,
 22 Defendants.

23
 24 IT IS HEREBY STIPULATED by and between Plaintiff GREGORY S. AKERS
 25 (“Plaintiff”) and Defendant EXPERIAN INFORMATION SOLUTIONS, INC. (“Experian”)
 26 (collectively, the “Parties”), by and through their counsel of record, as follows:

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

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 and
23 Experian, for commercial or competitive purposes or for any purpose whatsoever other than
24 solely for the preparation and trial of this action in accordance with the provisions of this Order.

25 5. All depositions or portions of depositions taken in this action that contain
26 confidential information may be designated as "Confidential" and thereby obtain the protections
27

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

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

23 7. Documents produced pursuant to this Order shall not be made available to any
24 person designated in Subparagraph 6 (f) unless he or she shall have first read this Order, agreed
25 to be bound by its terms, and signed the attached Declaration of Compliance.
26

27 8. Third parties who are the subject of discovery requests, subpoenas or depositions
28 in this case may take advantage of the provisions of this Protective Order by providing the

1 parties with written notice that they intend to comply with and be bound by the terms of this
2 Protective Order.

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

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

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

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

26 13. If any party objects to any designation of any materials as “Confidential,” the
27 parties shall attempt in good faith to resolve such objection by agreement. If the parties cannot
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1 resolve their objections by agreement, the party objecting to the designation may seek the
2 assistance of the Court. A party shall have thirty (30) days from the time a “Confidential”
3 designation is made to challenge the propriety of the designation. Until an objection has been
4 resolved by agreement of counsel or by order of the Court, the materials shall be treated as
5 Confidential and subject to this Order.
6

7 14. **The designating party shall have the burden of proving that any document**
8 **designated as CONFIDENTIAL is entitled to such protection.** If the sole ground for a motion
9 to seal is that the opposing party (or non-party) has designated a document as subject to
10 protection pursuant to the stipulated protective order, the movant must notify the opposing party
11 (or non-party) at least five judicial days prior to filing the designated document. The designating
12 party must then make a good faith determination if the relevant standard for sealing is met. To
13 the extent the designating party does not believe the relevant standard for sealing can be met, it
14 shall indicate that the document may be filed publicly no later than four judicial days after
15 receiving notice of the intended filing. To the extent the designating party believes the relevant
16 standard for sealing can be met, it shall provide a declaration supporting that assertion no later
17 than four judicial days after receiving notice of the intended filing. The filing party shall then
18 attach that declaration to its motion to seal the designated material. If the designating party fails
19 to provide such a declaration in support of the motion to seal, the filing party shall file a motion
20 to seal so indicating and the Court may order the document filed in the public record. In the
21 event of an emergency motion, these procedures shall not apply.
22

23 15. Within sixty (60) days after the final termination of this litigation, all documents,
24 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
25 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
26 the good faith judgment of counsel are work product materials, shall be returned to the Producing
27 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.
28

16. 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.

17. 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.

IT IS SO STIPULATED.

Dated April 2, 2018

KNEPPER & CLARK LLC

/s/ Miles N. Clark

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Counsel for Defendant

ORDER GRANTING STIPULATED PROTECTIVE ORDER

IT IS SO ORDERED.

April 2, 2018
Dated: _____, _____

UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

DECLARATION OF COMPLIANCE

Gregory S. Akers v. Experian Information Solutions, Inc., et al
United States District Court, District of Nevada
Case No. 2:18-cv-00048-GMN-VCF

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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