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13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 AUNI HARARI, an Individual,
16
17 Plaintiff,
18 vs.

Case No.: 2:18-cv-00121-GMN-VCF

**STIPULATED PROTECTIVE
ORDER**

19 CORE-MARK INTERNATIONAL, INC.,
a Foreign Corporation, DOES I-X; ROE
20 CORPORATIONS I-X,
21 Defendants.

22 **STIPULATED PROTECTIVE ORDER**
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24 Upon the stipulation of Defendant, Core-Mark International, Inc. (hereinafter
25 “Defendant”), by and through its counsel, Joel W. Rice, Esq. and Allison L. Kheel,
26 Esq., Fisher & Phillips LLP, and Counsel for Plaintiff (hereinafter “Plaintiff”), Jennifer
27 Foley, Esq., of Law Offices of HKM Employment Attorneys LLP (collectively the
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1 “Parties”), and pursuant to the Federal Rules of Civil Procedure, IT IS HEREBY
2 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

3 This Agreed Protective Order and Confidentiality Agreement (“Order”) is
4 necessary to protect proprietary, confidential, competitive, trade secrets, and/or private
5 documents and information (“Confidential Information”) that may be or have been
6 produced and/or otherwise disclosed during the course of discovery and other
7 proceedings in Civil Action No. 2:18-cv-00121-GMN-VCF, styled Auni Harari v.
8 Core-Mark International Inc., filed in the United States District Court, District of
9 Nevada, (the “Action”), whether such information is produced and/or disclosed
10 prospectively or retroactively. Such Confidential Information shall only be used for
11 purposes of this Action and any appeal, and shall not be disclosed, exhibited, delivered,
12 or the existence be made known to any person except in accordance with this Order.

13 The Parties may retroactively designate documents or information that has
14 previously been produced and/or disclosed during the course of discovery and other
15 proceedings in this Action as Confidential Information subject to this Order.

16 To assure that unfair advantage is not gained by any party (or any non-party) as
17 a result of discovery or other disclosure in this Action; to avoid any potentially harmful
18 disclosure of Confidential Information; and to facilitate discovery and other pre-trial
19 proceedings without unnecessary motions and hearings, the Parties have stipulated that
20 discovery and disclosure of Confidential Information should proceed only upon the
21 terms and conditions set forth herein.

22 **ACCORDINGLY, IT IS HEREBY ORDERED that:**

23 1. **Applicability.** This Order shall apply to all information and materials
24 (including, without limitation, documents, deposition testimony and interrogatory
25 answers) produced or disclosed through discovery or any other activity in this Action
26 (i) by any Plaintiff or any Defendant (individually referred to herein as a “Party” and
27 collectively referred to herein as the “Parties”) or (ii) by any person, entity, or witness
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1 not a party to this Order (“non-party”), which is designated to be "Confidential
2 Information" under this Order.

3 **2. Designation of Confidential Information.** Any Party or non-party may
4 at any time and in the manner described below, designate any document or thing as
5 “Confidential Information,” including without limitation, answers to interrogatories,
6 deposition testimony, or any other information or materials produced or disclosed by
7 the Party or a non-party during discovery or in any other pretrial proceedings in this
8 Action, thereby giving notice that such materials (i) contain confidential information,
9 and (ii) shall be subject to this Order. All materials so designated, including copies,
10 summaries, or abstracts, or other recognizable artifacts shall be treated as “Confidential
11 Information.” The parties shall have thirty (30) days from the date that this Protective
12 Order is entered by the Court to designate previously-produced materials as
13 “Confidential Information.”

14 **3. Method of Designation.** Each page of documents disclosed or
15 produced, along with all answers to interrogatories, responses to requests for admission,
16 or other such discovery materials that are designated as Confidential Information, shall
17 be accompanied by a cover letter or a conspicuously hand-written inscription, in ink,
18 with the following:

19 **“CONFIDENTIAL”**

20 **or**

21 **“CONFIDENTIAL INFORMATION”**

22 Information so designated should be substituted for any versions of the same
23 information that was not previously so designated. The version that has been designated
24 as Confidential Information should at all times thereafter be used.

25 All **documents** produced by any Party, non-party, or witness for inspection or
26 copying shall be treated as Confidential Information during inspection if so marked or
27 designated. Testimony may be designated as Confidential Information in whole or in
28 part. If so, counsel shall designate on the record prior to, concurrently with, or after

1 such disclosure that same is Confidential Information, in which case each page of the
2 portion of any transcript so designated (together with the front/cover page) shall be
3 stamped with the foregoing legend, and all transcripts so stamped shall be maintained
4 separately, subject to the provisions of this Order. Counsel shall have the ability, at any
5 time, to designate any portions of a deposition, hearing, or trial transcript as
6 Confidential Information.

7 4. **Limited Use and Disclosure of Confidential Information.**

8 Confidential Information shall be used only for the prosecution and/or defense of this
9 action or any appeal therefrom, and for no other purpose, and shall not be used by any
10 person (except by the Party or non-party who originally produced or disclosed the
11 Confidential Information, or by one who can prove the legitimate acquisition of such
12 information prior to its disclosure in this Action) for any other purpose, and shall not be
13 used or disclosed in this Action except as provided by this Order. Subject to the
14 limitations on usage set forth below, and except by the Party or non-party who
15 originally produced or disclosed it in this Action (or by one who can prove the
16 legitimate acquisition of such information prior to its disclosure in this lawsuit),
17 Confidential Information shall not be used, disclosed or otherwise communicated to
18 anyone, except:

- 19 a. The Parties to these proceedings; provided, however, that where a party is a
20 corporation, partnership, or governmental entity, Confidential Information may
21 be disclosed only to such party's officers, directors, partners and employees
22 who are actively involved in preparing for and conducting the litigation or
23 settlement negotiations in these proceedings or who authored, received or
24 otherwise were involved in the substance of the matters set forth in the
25 Confidential Information.
- 26 b. Inside and outside counsel for the Parties and paralegals or other legal and
27 clerical assistants employed by such counsel as reasonably necessary to assist
28 counsel (all of whom qualify for review of "Confidential Information").

- 1 c. Clerical and data processing personnel involved in the production, reproduction,
2 organization, filing, coding, cataloging, converting, storing, retrieving, and
3 review of Confidential Information, to the extent reasonably necessary to assist
4 a party or its counsel in these proceedings;
- 5 d. Personnel involved in the administration of any document depository that may
6 be established in connection with these proceedings;
- 7 e. Witnesses and independent (outside) experts or consultants retained by a Party's
8 counsel who agree to be bound by this Order and who signify such agreement
9 by signing a copy of Exhibit "A" attached hereto, which shall be retained by
10 counsel and only such Confidential Information as is reasonably relevant to the
11 subject matter on which they are testifying or consulting. An "Exhibit A"
12 certificate signed by a non-testifying, independent (outside) "consulting only"
13 expert shall be retained in the files of counsel who engaged such expert, but
14 only disclosed pursuant to further order of the Court;
- 15 f. Court reporters retained by Party counsel in connection with discovery who
16 must first read this Order;
- 17 g. The Court (including the Court's staff);
- 18 h. Such other persons as all Parties' counsel may unanimously agree in writing;
19 provided, that such other persons agree to be bound by this Order and signify
20 such agreement by executing a copy of Exhibit "A"; and
- 21 i. Any person that the Court in these proceedings designates in the interest of
22 justice, upon terms that the Court deems proper.

23 No person other than those in paragraph 5(b) may disclose any Confidential
24 Information or the content thereof to any other person or entity other than in connection
25 with giving testimony in this proceeding at a deposition, hearing or trial. Confidential
26 Information (and all copies thereof) shall be maintained only by Party counsel and party
27 legal departments, or others who are under the direct control of retained Party experts.
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1 5. **Procedure for Disclosure to Experts.** Any Party’s counsel who intends
2 to disclose another Party's Confidential Information to a witness or to an independent
3 expert, shall, in advance of any such disclosure, require such witness or expert to read
4 and agree to be bound by this Order, and who shall also sign an “Exhibit A” certificate.

5 6. **Disclosure Connected with Testimony.** A witness may, during a
6 deposition or trial, or during preparation for a deposition or trial, be shown a document
7 containing, or otherwise be examined about, Confidential Information only if (i) the
8 witness is a current employee of the Party or non-party that produced such Confidential
9 Information, (ii) the witness is authorized to review such information under the terms of
10 this Order, or (iii) it can be established in advance of disclosure that the deponent is
11 already familiar with (or authorized to review) the Confidential Information to be
12 disclosed, e.g., as evidenced by the fact that the deponent authored or otherwise was a
13 source of such information, or is shown on the document as a recipient thereof, or is a
14 person whose prior testimony has established that he or she previously originated,
15 received, or reviewed such information in the ordinary course of business, or is an
16 expert who reviewed, or will review, same in his/her capacity as an expert witness in
17 this Action. Each such witness in category (iii) above, however, shall be furnished a
18 copy of this Order, either before or after being examined about such Confidential
19 Information, and shall not disclose such Confidential Information to anyone, except as
20 allowed by this Order.

21 7. **Exclusion of Unauthorized Persons.** Whenever Confidential
22 Information is to be introduced or used at a deposition, hearing, or in other pretrial
23 proceedings, each portion of any such proceeding in which such Confidential
24 Information is introduced or used shall be conducted with only those persons in
25 attendance who are authorized under this Order to have access to such Confidential
26 Information. In such instances, the confidential portions of the transcript and its cover
27 page shall be marked with the legend set forth in Paragraph 3 above. The original of
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1 such transcript shall be maintained under seal, and copies of same shall not be available
2 to non-parties without first obtaining leave of Court.

3 8. **Authorized Disclosures.** Nothing herein shall prevent disclosure
4 beyond the terms of this Order if the only party originally designating the information
5 as “Confidential Information” has consented in writing to requested disclosure, or if the
6 Court orders disclosure regardless.

7 9. **No Waiver of Other Objections.** Each Party or non-party shall retain
8 the right to oppose disclosure or other production of Confidential Information on any
9 additional grounds that are outside the provisions of this Order. The Parties do not
10 waive any right to object upon any grounds whatsoever to the use or introduction of
11 Confidential Information in any hearing or other proceeding. Nothing in this Protective
12 Order shall be construed to preclude a party from seeking a further protective order for
13 any information as to which such party believes that this Protective Order is
14 insufficiently protective.

15 10. **Responsibility for Unauthorized Use or Disclosure.** Any Party
16 counsel disclosing the Confidential Information of another Party or non-party to anyone
17 qualified under this Order shall have the duty to reasonably ensure that such person is
18 given a copy of this Order and observes its terms, except that in no event shall counsel
19 be personally responsible for a breach or failure to observe the terms of this Order by
20 anyone who is outside of his/her control.

21 If information subject to a claim of attorney-client privilege, attorney work
22 product or any other ground on which production of such information should not be
23 made to any party is nevertheless inadvertently produced to such party or parties, such
24 production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as
25 to, any claim of privilege, work product or other ground for withholding production to
26 which the producing person otherwise would be entitled. If a claim of inadvertent
27 production is made pursuant to this paragraph with respect to information then in
28 custody of another party, such party shall promptly return to the producing person that

1 material as to which the claim of inadvertent production has been made, and the
2 receiving party shall not copy, reproduce or use such information for any purpose until
3 further order of the Court. The party returning such material may then move the Court
4 for an order compelling production of the material, but said motion shall not assert as a
5 ground for entering such an order the fact or circumstance of inadvertent production.

6 **Inadvertent Production.** Inadvertent production of any information, document or
7 thing without its being marked “Confidential” shall not itself be deemed a waiver of
8 any claim of confidentiality as to such matter, and the same may thereafter be corrected
9 by supplemental written notice, said notice to be served on all other parties within thirty
10 (30) days of the discovery of the inadvertent production.

11 11. **Court Proceedings.** Unless otherwise agreed to in writing by all Party
12 counsel, all court-related proceedings involving Confidential Information (including
13 proceedings at which Confidential Information is offered into the record or may
14 otherwise be used) shall be subject to this Order, to the extent practicable.

15 12. **Responsibility for Unauthorized Use or Disclosure.** Any Party
16 counsel disclosing the Confidential Information of another Party or non-party to anyone
17 qualified under this Order shall have the duty to reasonably ensure that such person is
18 given a copy of this Order and observes its terms, except that in no event shall counsel
19 be personally responsible for a breach or failure to observe the terms of this Order by
20 anyone who is outside of his/her control.

21 13. **Ultimate Disposition of Confidential Information.** Upon written
22 request by a producing Party, within forty-five (45) days after the conclusion of this
23 Action, all Confidential Information produced by a Party or nonparty, and all
24 reproductions, summaries and extracts of same, together with any other recognizable
25 artifacts thereof, shall be returned to the Party or non-party who originally produced it,
26 except as the Court may otherwise order; provided, however, that any Party counsel
27 who prepared (or caused the preparation of) documents containing summaries, extracts,
28 or similar compilations of Confidential Information produced by another Party or non-

1 party shall not be required to return such materials to the producing Party or non-party
2 unless such Party counsel fails to certify in writing to the producing Party or non-party
3 that all portions of such materials containing Confidential Information have been
4 destroyed to prevent unauthorized disclosure. However, nothing in this Order shall
5 preclude a Party from using or retaining their own Confidential Information.

6 14. **Effective Date of Agreed Protective Order and Confidentiality**
7 **Agreement.** This Order shall be effective immediately upon the signature of Party
8 counsel, and shall apply retroactively to all documents and things produced or disclosed
9 through discovery or in any other proceedings in this Action.

10 This Order shall continue to be effective after the conclusion of this Action,
11 except (i) that there shall be no restriction as to documents that are used as exhibits
12 (unless such exhibits were admitted confidentially and thereafter maintained by the
13 Court under seal), and (ii) that a Party may seek written permission from the producing
14 Party with respect to the application, dissolution or modification of this Order.

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