

1 **JORGE RAMIREZ, ESQ.**

Nevada Bar No. 6787

2 **CHRISTOPHER D. PHIPPS, ESQ.**

Nevada Bar No. 3788

3 **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**

300 South Fourth Street, 11th Floor

4 Las Vegas, Nevada 89101

(702) 727-1400; FAX (702) 727-1401

5 Jorge.Ramirez@wilsonelser.com

Christopher.Phipps@wilsonelser.com

6 Attorneys for Defendant Costco Wholesale Corporation

7
8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 ERNEST REEL,

11 Plaintiff,

12 v.

13 COSTCO WHOLESALE CORPORATION,

14 Defendants.

Case No.: 2:18-cv-00422-KJD-CWH

**CONFIDENTIALITY AGREEMENT AND
STIPULATED PROTECTIVE ORDER**

15 The parties agree, through their respective counsel as their authorized representatives, to the
16 terms and conditions of this Confidentiality Agreement and Stipulated Protective Order
17 (“Confidentiality Agreement”) governing the disclosure, handling and disposition of documents and
18 information in this litigation as set forth herein.

19 **1. Need and Application.**

20 **1.1** At the heart of this litigation is an alleged incident which occurred on or about May 12, 2017,
21 at the Costco Warehouse located at 6555 N. Decatur Boulevard, Las Vegas, Nevada 89131, in which
22 Plaintiff claims he injured his knee when he stepped between two pallets to reach a bag of water
23 softener salt. Plaintiff EARNEST REEL’S (“Plaintiff”) claims in this litigation, and the discovery to
24 take place between the parties, will likely require the production of confidential business, personnel,
25 and proprietary information of Defendant Costco Wholesale Corporation, a foreign corporation
26 (“Costco”).

27 Prior to production, no party can effectively and fully evaluate the claims of the other as to
28 the need for protection. Thus, this Confidentiality Agreement enables the production of documents,

1 at least to the point of evaluating the claims of need for protection, and specifying how such
2 documents need to be treated when produced. Moreover, pursuant to the terms of this
3 Confidentiality Agreement, any document designated as confidential where that designation is
4 disputed can be identified as such and the matter then submitted to the Court for resolution.

5 In essence, without a Confidentiality Agreement, the Court may have to evaluate
6 innumerable documents individually, and this task would likely burden the Court and delay the
7 discovery process. Regarding documents that are entitled to protection, disclosure of such
8 confidential and proprietary information is likely to prejudice the legitimate business, competitive,
9 and/or privacy interests of the parties or of third parties. A Confidentiality Agreement is thus
10 required in this action to enable the documents to be evaluated and to protect against unauthorized
11 disclosure of confidential and proprietary information and to ensure that such information will be
12 used only for purposes of this action. A Confidentiality Agreement will also expedite the flow of
13 discovery materials, protect the integrity of truly confidential and proprietary information, promote
14 the prompt resolution of disputes over confidentiality, and facilitate the preservation of material
15 worthy of protection.

16 **1.2** This Confidentiality Agreement shall govern any document, information or other
17 material that is designated as containing “Confidential Information” or “Attorney’s Eyes Only
18 Information” as defined herein, and is produced in connection with this litigation by any person or
19 entity (the “Producing Party” or “Disclosing Party”), whether in response to a discovery request,
20 subpoena or otherwise, to any other person or entity (the “Receiving Party”) regardless of whether
21 the person or entity producing or receiving such information is a party to this litigation.

22 **2. Definitions.**

23 **2.1 Confidential Information.** “Confidential Information” shall mean and include,
24 without limitation, any non-public information that concerns or relates to the following areas:
25 confidential proprietary information, trade secrets, security, safety and surveillance policies,
26 maintenance practices and procedures, commercial, financial, pricing, budgeting, and/or accounting
27 information, information about existing and potential customers, marketing studies, performance
28

1 projections, business strategies, decisions and/or negotiations, personnel compensation, evaluations
2 and other employment information, and confidential proprietary information about affiliates, parents,
3 subsidiaries and third-parties with whom the parties to this action have or have had business
4 relationships. “Confidential information” may be contained in the following documents: manuals,
5 contracts, correspondence (electronic or otherwise), blueprints, specifications, drawings, security
6 records, security reports, security shift information and staffing levels, security patrols, security
7 policies and procedures, maintenance policies and procedures, locations of surveillance and security
8 cameras, documents regarding surveillance and security camera capabilities, production documents,
9 analytical reports, certification-related documents, and other documents relating to Defendant.

10 **2.2 Attorney’s Eyes Only Information.** “Attorney’s Eyes Only Information” is a subset
11 of Confidential Information that includes any document or testimony that contains highly sensitive
12 proprietary, security and surveillance, private, financial or trade secret information where the
13 Disclosing Party reasonably believes that disclosure of such information to other parties in the
14 litigation would cause severe competitive damage.

15 **2.3 Documents.** As used herein, the term “documents” includes all writings, records,
16 files, drawings, graphs, charts, photographs, e-mails, video tapes, audio tapes, compact discs,
17 electronic messages, other data compilations from which information can be obtained and other
18 tangible things subject to production under the Nevada Rules of Civil Procedure.

19 **3. Initial Designation.**

20 **3.1 Good Faith Claims.** Claims of confidentiality will be made only with respect to
21 documents, other tangible things and information that the asserting party has a good faith belief are
22 within the definition set forth in subparagraph 2.1 of this Confidentiality Agreement. Objections to
23 such claims made pursuant to paragraph 5, below, shall also be made only in good faith.

24 **3.2 Produced Documents.** A party producing documents that it believes constitute or
25 contain Confidential Information shall produce copies bearing a label that contains or includes
26 language substantially identical to the following:
27
28

1 **CONFIDENTIAL**

2 This label shall be affixed in a manner that does not obliterate or obscure the contents of the
3 copies. If any person or party makes copies of documents designated as containing Confidential
4 Information, the copying person or party shall mark each such copy as containing Confidential
5 Information in the same form as the Confidentiality notice on the original document.

6 A party producing documents that are stored on electronic, magnetic, optical or other non-
7 paper media, such as compact discs, DVD's, video tapes and audio tapes (collectively, "data storage
8 devices") shall designate the data storage device as containing Confidential Information, by affixing
9 a label or stamp to the data storage device in the manner described above at the time copies of such
10 data storage devices are produced. If the Receiving Party or other persons or entities to whom
11 disclosure is authorized pursuant to subparagraph 7.1 make a copy of any data storage device
12 designated by the producing party as containing Confidential Information, the Receiving Party or
13 other authorized person shall mark each such copy as containing Confidential Information in the
14 same form as the confidentiality notice on the original data storage device produced. If the Receiving
15 Party or other authorized person prints out or otherwise makes copies of the documents or
16 information stored on such data storage device, the Receiving Party or other authorized person shall
17 mark each page so copied with the label or stamp specified in subparagraph 3.2.

18 A party producing documents that it believes constitute or contain Attorney's Eyes Only
19 Information shall follow the procedures set forth above with respect to Confidential Information,
20 except that the copies shall be produced bearing a label that contains or includes language
21 substantially identical to the following:

22 **ATTORNEY'S EYES ONLY**

23 **3.3 Interrogatory Answers.** If a party answering an interrogatory or other discovery
24 demand believes that its answer contains Confidential Information or Attorney's Eyes Only
25 Information, it shall set forth that answer in a separate document that is produced and designated in
26 the same manner as a produced document under subparagraph 3.2. Such answers should make
27
28

1 reference to the separately-produced document containing the answer, but such document should not
2 be attached to the response.

3 **3.4 Inspection of Documents.** In the event a party elects to produce files and records for
4 inspection and the Requesting Party elects to inspect them, no designation of Confidential
5 Information or Attorney’s Eyes Only Information needs to be made in advance of the inspection.
6 For purposes of such inspection, all material produced shall be considered as Confidential
7 Information. If the inspecting party selects specified documents to be copied, the producing party
8 shall designate Confidential Information or Attorney’s Eyes Only Information in accordance with
9 subparagraph 3.2 at the time the copies are produced.

10 **3.5 Deposition Transcripts.** Within twenty-one (21) days after the receipt of a
11 deposition transcript, a party may inform the other parties to the action of the portions of the
12 transcript that it wishes to designate as Confidential Information or Attorney’s Eyes Only
13 Information. Until such time has elapsed, deposition transcripts in their entirety are to be considered
14 as Confidential Information. All parties in possession of a copy of a designated deposition transcript
15 shall mark it appropriately.

16 **3.6 Multipage Documents.** A party may designate all pages of an integrated, multipage
17 document, including a deposition transcript and interrogatory answers, as Confidential Information
18 or Attorney’s Eyes Only Information by placing the label specified in subparagraph 3.2 on the first
19 page of the document or on *each* page of the document. If a party wishes to designate only certain
20 portions of an integrated, multipage document as Confidential Information or Attorney’s Eyes Only
21 Information, it should designate such portions immediately below the label on the first page of the
22 document and place the label specified in subparagraph 3.2 on each page of the document containing
23 Confidential Information or Attorney’s Eyes Only Information.

24 **4. Designations by Another Party.**

25 **4.1 Notification of Designation.** If a party other than the producing party believes that a
26 producing party has produced a document that contains or constitutes Confidential Information or
27 Attorney’s Eyes Only Information of the non-producing party, the non-producing party may
28

1 designate the document as Confidential Information or Attorney's Eyes Only Information by so
2 notifying all parties in writing within one hundred twenty (120) days of service of the document.

3 **4.2 Return of Documents; Nondisclosure.** Whenever a party other than the producing
4 party designates a document produced by a producing party as Confidential Information or
5 Attorney's Eyes Only Information in accordance with subparagraph 4.1, each party receiving the
6 document shall either add the Confidential Information or Attorney's Eyes Only Information
7 designation in accordance with subparagraph 3.2 or substitute a copy of the document bearing such
8 designation for each copy of the document produced by the producing party. Each party shall destroy
9 all undesigned copies of the document or return those copies to the producing party, at the
10 direction of the producing party. No party shall disclose a produced document to any person, other
11 than the persons authorized to receive Confidential Information or Attorney's Eyes Only Information
12 under subparagraph 7.1, until after the expiration of the one hundred twenty (120) day designation
13 period specified in subparagraph 4.1. If during the one hundred twenty (120) day designation period
14 a party discloses a produced document to a person authorized to receive Confidential Information or
15 Attorney's Eyes Only Information under subparagraph 7.1, and that document is subsequently
16 designated as Confidential Information or Attorney's Eyes Only Information in accordance with
17 subparagraph 4.1, the Disclosing Party shall cause all copies of the document to be destroyed or
18 returned to the producing party, at the direction of the producing party. The party may thereafter
19 disclose a copy of the document that has been marked as Confidential Information or Attorney's
20 Eyes Only Information by the designating party (i.e. Producing Party), in accordance with
21 subparagraphs 3.2 and 7.1.

22 **5. Objections to Designations.** Any party objecting to a designation of Confidential
23 Information or Attorney's Eyes Only Information, including objections to portions of designations of
24 multipage documents, shall notify the designating party and all other parties of the objection in
25 writing. If a document is first produced less than sixty (60) days before the then-pending trial date,
26 such notification shall occur within half of the time remaining before trial. This notice must
27 specifically identify each document that the objecting party in good faith believes should not be
28

1 designated as Confidential Information or Attorney's Eyes Only Information and provide a brief
2 statement of the grounds for such belief. In accordance with the Nevada Rules of Civil Procedure
3 governing discovery disputes, the objecting and the designating parties thereafter shall confer within
4 ten (10) days after the date of such objection in an attempt to resolve their differences. If the parties
5 are unable to resolve their differences, the objecting party shall have twenty-one (21) days after the
6 conference concludes to file with the Court a motion to remove the Confidential Information or
7 Attorney's Eyes Only Information designation. If an objection is served within forty-two (42) days
8 of trial, the objecting party must file its motion to remove the Confidential Information designation
9 within half of the remaining time before trial, and the meet-and-confer period shall be shortened
10 accordingly. Where a party authored, created, owns, or controls a document, information or other
11 material that another party designates as Confidential Information or Attorney's Eyes Only
12 Information, the party that authored, created, owns, or controls the Confidential Information or
13 Attorney's Eyes Only Information may so inform the objecting party and thereafter shall also be
14 considered a designating party for purposes of this paragraph.

15 All documents, information and other materials initially designated as Confidential
16 Information or Attorney's Eyes Only Information shall be treated as such in accordance with this
17 Confidentiality Agreement unless and until the Court rules otherwise, except for deposition
18 transcripts and exhibits initially considered as containing Confidential Information under
19 subparagraph 3.5, which will lose their confidential status after twenty-one (21) days unless so
20 designated as Confidential Information or Attorney's Eyes Only Information. If the Court rules that
21 a designation should not be maintained as to a particular document, the producing party shall, upon
22 written request by a party, provide that party a copy of that document without the designation
23 described in subparagraph 3.2.

24 If an objecting party elects not to make such a motion with respect to documents, information
25 or other materials to which an objection has been made, the objection shall be deemed withdrawn. If
26 such a motion is made, the party asserting that the document or information is confidential has the
27 burden of showing that it is entitled to protection.

1 **6. Custody.** All Confidential Information or Attorney's Eyes Only Information and any and all
2 copies, extracts and summaries thereof, including memoranda relating thereto, shall be retained by
3 the Receiving Party in the custody of counsel of record, or by persons to whom disclosure is
4 authorized under subparagraph 7.1.

5 **7. Handling Prior to Trial.**

6 **7.1 Authorized Disclosures.** Confidential Information shall be disclosed by the
7 Receiving Party only to the following persons:

8 a. Counsel for the parties in this litigation, including their associates, clerks, paralegals,
9 and secretarial personnel;

10 b. Qualified persons taking testimony in this litigation involving such Confidential
11 Information, and necessary stenographic, videotape and clerical personnel;

12 c. Experts and their staff who are consulted by counsel for a party in this litigation;

13 d. Parties to this litigation, limited to the named party and, if that party is a corporate
14 entity, a limited number of employees of the corporate entity and its insurers;

15 e. Designated in-house counsel and a limited number of assistants, administrative or
16 otherwise;

17 f. Outside vendors employed by counsel for copying, scanning and general handling of
18 documents;

19 g. Any person of whom testimony is taken regarding the Confidential Information,
20 except that such person may only be shown Confidential Information during his/her testimony, and
21 may not retain a copy of such Confidential Information; and

22 h. The Court hearing this litigation and the Court's staff, subject to the Court's processes
23 for filing materials under seal.

24 Such disclosures are authorized only to the extent necessary to investigate, prosecute, or
25 defend the litigation.

26 Confidential Information may not be disclosed to persons under subparagraph (c) until the
27 Receiving Party has obtained a written acknowledgment from the person receiving Confidential
28

1 Information, in the form of the Declaration attached hereto as **Exhibit “A,”** that he or she has
2 received a copy of this Confidentiality Agreement and has agreed to be bound by it. A party who
3 discloses Confidential Information in accordance with subparagraph 7.1 shall retain the written
4 acknowledgment from each person receiving Confidential Information, shall maintain a list of all
5 persons to whom a Receiving Party has disclosed Confidential Information and identify what
6 documents have been disclosed, and shall furnish the written acknowledgements and disclosure list
7 to the Court for in camera review upon its request or order. Furnishing the written
8 acknowledgements and disclosure list to the Court shall not constitute a waiver of the attorney work
9 product or attorney-client privilege. Disclosure of Confidential Information to the Court supervising
10 this litigation, including judicial staff, shall be made in accordance with subparagraph 7.4 of this
11 Confidentiality Agreement.

12 The disclosure of Attorney’s Eyes Only Information is limited in the same ways as set forth
13 above for Confidential Information except that, in addition, Attorney’s Eyes Only Information may
14 not be disclosed to persons described above in subparagraphs (d) and (e) without prior written
15 consent by the designating party nor to persons within the categories described above in
16 subparagraphs (c) and (g) without prior notice to the designating party under circumstances allowing
17 the designating party to obtain adequate protection with respect to the Attorney’s Eyes Only
18 Information either by agreement or by application to the Court.

19 **7.2 Disclosure to Competitors.** Confidential Information and Attorney Eyes Only
20 Information may not be disclosed to competitors of a designating party. However, if at any time
21 such disclosure is necessary to advance the interest of a party, then before disclosing Confidential
22 Information or Attorney’s Eyes Only Information to any authorized person who is a competitor (or
23 an employee of a competitor) of the designating party, the party wishing to make such disclosure
24 shall give at least fourteen (14) days notice in writing to the designating party, stating the names and
25 addresses of the person(s) to whom the disclosure will be made, and identifying with particularity
26 the documents to be disclosed. If, within the fourteen (14) day period, a motion is filed objecting to
27 the proposed disclosure, disclosure is not authorized unless and until the Court orders otherwise. For
28

1 purposes of this Confidentiality Agreement, “competitor” is defined as any person or entity that
2 designs, manufactures, assembles or supplies products to or for the market(s) served by the
3 designating party (“competitive products”) or components of competitive products.

4 **7.3 Unauthorized Disclosures.** All persons receiving Confidential Information or
5 Attorney’s Eyes Only Information under the terms of this Confidentiality Agreement agree to the
6 jurisdiction of the state and federal courts located in Nevada for all matters arising from the improper
7 disclosure or use of such information. If Confidential Information or Attorney’s Eyes Only
8 Information is disclosed to any person other than in the manner authorized by this Confidentiality
9 Agreement, the party or person responsible for the disclosure, and any other party or person who is
10 subject to this Confidentiality Agreement and learns of such disclosure, shall immediately bring such
11 disclosure to the attention of the designating party. Without prejudice to other rights and remedies of
12 the designating party, the responsible party or person shall make every effort to obtain and return the
13 Confidential Information or Attorney’s Eyes Only Information and to prevent further disclosure on
14 its own part or on the part of the person who was the unauthorized recipient of such information.

15 **7.4 Court Filings.** In the event any Confidential Information or Attorney’s Eyes Only
16 Information must be filed with the Court prior to trial, the proposed filing shall comply with the
17 ~~Nevada Rules of Civil Procedure~~ Federal Rules of Civil Procedure and the court's Local Rules of Practice.
18 accompanied by a motion to file the Confidential Information under seal and a proposed order, and
19 the application and proposed order shall be directed to the judge to whom the Confidential
20 Information is directed. This provision is applicable to briefs, memoranda, and other filings which
21 quote, summarize, or describe Confidential Information.

22 **8. Care in Storage.** Any person in possession of Confidential Information or Attorney’s Eyes
23 Only Information produced by another party shall exercise reasonable and appropriate care with
24 regard to the storage, custody, copying, and use of such information to ensure that the confidential
25 and sensitive nature of same is maintained.

1 **9. Handling During Trial.** Confidential Information and Attorney's Eyes Only Information
2 that is subject to this Order may be marked and used as trial exhibits by either party, subject to terms
3 and conditions as imposed by the Court upon application by any party.

4 **10. No Implied Waivers.** Execution of this Confidentiality Agreement shall not be interpreted
5 as a waiver of the right to object, under applicable law, to the furnishing of information in response
6 to discovery requests or to object to a requested inspection of documents or facilities. Parties
7 producing Confidential Information and Attorney's Eyes Only Information in this litigation are
8 doing so only pursuant to the terms of this Confidentiality Agreement. Neither the agreement to, or
9 the taking of any action in accordance with the provisions of this Confidentiality Agreement, nor the
10 failure to object thereto, shall be interpreted as a waiver of any claim or position or defense in this
11 action, or any other actions.

12 **11. No Admission.** Neither this Confidentiality Agreement nor the designation of any item as
13 Confidential Information or Attorney's Eyes Only Information shall be construed as an admission
14 that such material, or any testimony concerning such material, would be admissible in evidence in
15 this litigation or in any other proceeding.

16 **12. Inadvertent Disclosure.** Nothing in this Confidentiality Agreement abridges applicable law
17 concerning inadvertent disclosure of a document that the Disclosing Party believes contains
18 attorney-client communications, attorney work product, or otherwise privileged information. If a
19 party inadvertently discloses documents or information subject to a claim of privilege or work
20 product protection, such disclosure will not waive otherwise applicable claims of privilege or work
21 product protection under applicable law. Upon discovery by the Receiving Party, or receipt of
22 written notice from the Disclosing Party identifying privileged or Protected Documents that were
23 inadvertently produced, the Receiving Party shall within seven (7) business days either: (a) return or
24 certify the destruction of all such documents, all copies, and any work product or portions of any
25 work product containing or reflecting the contents of the subject materials; or (b) after attempting to
26 resolve any dispute with opposing counsel informally, file a motion to challenge the assertion of
27 privilege and tender the subject documents for *in camera* review with the motion. The moving party
28

1 shall do nothing to compromise the privilege claim until the Court rules on said motion and the
2 opportunity for appellate review is exhausted or the issue is otherwise resolved.

3 **13. Parties' Own Documents.** This Confidentiality Agreement shall in no way restrict the
4 parties in their use of their own documents and information, and nothing in this Confidentiality
5 Agreement shall preclude any party from voluntarily disclosing its own documents or information to
6 any party or nonparty.

7 **14. Motion to Compel Production of Confidential Information.** If any third party subpoenas
8 Confidential Information and/or Attorney's Eyes Only Information from a party to this action or
9 moves to compel a party to this action to produce any such information, such party shall
10 immediately notify the parties who originally produced and/or designated such information that a
11 subpoena has been served or a motion has been made in order to allow the parties who originally
12 produced and/or designated such information the opportunity to seek a protective order or oppose the
13 motion or application. If, within thirty (30) days after receiving notice of a subpoena seeking
14 Confidential Information and/or Attorney's Eyes Only Information from a Receiving Party, the party
15 who originally produced and/or designated such information fails to move for a protective order, the
16 party subject to the subpoena may produce said information. In addition, if a party is ordered to
17 produce Confidential Information or Attorney's Eyes Only Information covered by this
18 Confidentiality Agreement, then notice and, if available, a copy of the order compelling disclosure
19 shall immediately be given the parties who originally produced and/or designated such information.
20 Nothing in this Confidentiality Agreement shall be construed as requiring the party who is ordered to
21 produce such Confidential Information or Attorney's Eyes Only Information to challenge or appeal
22 any order requiring the production of such information or to subject himself/herself to any penalty
23 for non-compliance with any legal process or seek any relief from the Court.

24 **15. No Effect on Other Rights.** This Confidentiality Agreement shall in no way abrogate or
25 diminish any pre-existing contractual, statutory, or other legal obligations or rights of any party with
26 respect to Confidential Information.

1 **16. Modification.** In the event any party hereto seeks a Court order to modify the terms of this
2 Confidentiality Agreement, or seeks a protective order that incorporates the terms and conditions of
3 this Confidentiality Agreement said party shall make such request by written stipulation or noticed
4 motion to all parties that must be served and filed in accordance with local court rules.

5 **17. Handling upon Conclusion of Litigation.** All parties, counsel, and persons to whom
6 disclosure was made agree to return all Confidential Information and Attorney's Eyes Only
7 Information to the Producing Party within ninety (90) days of the conclusion of litigation between
8 the parties, including final appellate action or the expiration of time to appeal or seek further review.
9 In addition, counsel shall certify in writing that all such Confidential Information and Attorney's
10 Eyes Only Information have been returned. Counsel for each party also shall contact each person to
11 whom that party has provided a copy of any Confidential Information or Attorney's Eyes Only
12 Information and request the documents be returned. In lieu of returning Confidential Information and
13 Attorney's Eyes Only Information, the person or party in possession of such information may elect
14 to destroy it.

15 **18. Motion for Protective Order.** Nothing in this Confidentiality Agreement shall preclude any
16 party to this Agreement from filing a Motion for Protective Order as deemed necessary to protect
17 Confidential Information.

18 **19. Effect of Breach.** The parties to this Confidentiality Agreement recognize that a breach of
19 this Agreement would cause substantial harm to the operations, business and goodwill of the
20 Producing Party.

21 **20. Remedies.** The parties acknowledge that they have been informed that if they breach this
22 Agreement, the Producing Party(ies) may obtain preliminary and permanent court injunctions to stop
23 the breach, and may also initiate an action to recover from the breaching party an amount equal to
24 the damages caused by the breach and the loss of revenues derived from the breach, together with all
25 costs and expenses, including the attorney's fees, incurred by Producing Party(ies) in taking such
26 actions.

1 **21. Governing Law.** This Agreement shall be governed and construed in accordance with the
2 laws of the United States and the State of Nevada and all parties consent to the non-exclusive
3 jurisdiction of the state courts and U.S. federal courts located in Nevada for any dispute concerning
4 the breach of this Confidentiality Agreement.

5 **22. Survival of the Terms of this Confidentiality Agreement.** Even after the termination of
6 this litigation, the confidentiality obligations imposed by this Confidentiality Agreement shall
7 remain in effect until a Producing Party otherwise in writing or a court order otherwise directs.

8 **23. Final Agreement.** This Agreement terminates and supersedes all prior understandings or
9 agreements on the subject matter hereof. This Agreement may be modified only by a further writing
10 that is duly executed by all parties.

11 **AGREED TO:**

12 DATED this 2 nd day of May, 2018. 13 WILSON, ELSER, MOSKOWITZ, 14 EDELMAN & DICKER LLP 15 <i>/s/ Christopher D. Phipps</i> 16 Jorge Ramirez 17 Nevada Bar No. 6787 18 Christopher D. Phipps 19 Nevada Bar No. 3788 300 South Fourth Street, 11th Floor Las Vegas, Nevada 89101 <i>Attorneys for Defendant</i>	DATED this 2 nd day of May, 2018. STUCKI INJURY LAW <i>/s/ Kyle A. Stucki</i> Kyle A. Stucki, Esq. Nevada Bar No. 12646 1980 Festival Plaza Drive, Suite 300 Las Vegas, Nevada 89135 <i>Attorney for Plaintiff</i>
---	---

20 **ORDER**

21 IT IS SO ORDERED, subject to the court's modifications to paragraph 7.4.

22 Dated May 3, 2018

23
24 
25
26
27
28 UNITED STATES MAGISTRATE JUDGE