

1 ROBERT W. FREEMAN  
 Nevada Bar No. 03062  
 2 Email: [Robert.Freeman@lewisbrisbois.com](mailto:Robert.Freeman@lewisbrisbois.com)  
 PAMELA L. McGAHA  
 3 Nevada Bar No. 08181  
 Email: [Pamela.McGaha@lewisbrisbois.com](mailto:Pamela.McGaha@lewisbrisbois.com)  
 4 CHERYL A. GRAMES  
 Nevada Bar No. 12752  
 5 Email: [Cheryl.Grames@lewisbrisbois.com](mailto:Cheryl.Grames@lewisbrisbois.com)  
**LEWIS BRISBOIS BISGAARD & SMITH LLP**  
 6 6385 S. Rainbow Boulevard, Suite 600  
 Las Vegas, Nevada 89118  
 7 702.893.3383  
 FAX: 702.893.3789  
 8 *Attorneys for Defendant State Farm Mutual  
 Automobile Insurance Company*

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 10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

12 \*\*\*

13 SHANE SPILLETT,

CASE NO.: 2:18-cv-0674-GMN-VCF

14 Plaintiff,

15 **STIPULATED CONFIDENTIALITY  
 AGREEMENT AND PROTECTIVE  
 ORDER**

16 vs.

17 STATE FARM MUTUAL AUTOMOBILE  
 INSURANCE COMPANY, a foreign  
 corporation; DOES I through X, inclusive;  
 18 and ROE CORPORATIONS, I though X,  
 inclusive,  
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20 Defendants.

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 22 It appearing to the Court that the Plaintiff SHANE SPILLETT ("Plaintiff") and  
 23 Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State  
 24 Farm") (collectively, the "Parties") agree that State Farm possesses proprietary policies  
 25 and procedures that include confidential information that may be subject to discovery in  
 26 the proceedings in this matter but which should not be made available to the public  
 27 generally, this Court hereby orders that:

28 1. This Confidentiality Agreement and Protective Order ("Order") shall govern

1 certain discovery and document production among the Parties, as well as discovery and  
2 document production from third parties, in the above-referenced action.

3         2. For purposes of this Order, the term "Confidential Information" shall refer to:  
4 (1) information which any party or non-party believes in good faith to be a trade secret or  
5 confidential research, development, commercial, or other proprietary business  
6 information within the meaning of FRCP 26(c)(1)(G); and (2) documents and/or testimony  
7 that may reveal confidential, proprietary, personal or commercially sensitive information.  
8 Such Confidential Information may be contained in any written, printed, recorded, or  
9 graphic matter of any kind, and shall retain its confidential designation regardless of the  
10 medium on which it is produced, reproduced, or stored. Such Confidential Information  
11 may also be elicited at deposition or through written discovery.

12         3. Whenever any party or non-party desires to designate information  
13 contained in a document as Confidential Information, the designating party shall mark  
14 each page of the document with the word "CONFIDENTIAL" and identify such  
15 Confidential Information at the time of production. Confidential Information may be used  
16 in the course of depositions in accordance with this Order.

17         4. Transcripts or exhibits from any deposition or hearing shall be temporarily  
18 designated as "Confidential" and be treated as subject to the terms of this Order. Within  
19 forty-five (45) days of receipt of such transcripts and exhibits, Counsel will designate the  
20 pages of the transcripts or exhibits which shall remain designated as "Confidential" and  
21 will advise all other parties. If no designation is made within forty-five (45) days, the  
22 entire transcript and all exhibits will be deemed not confidential.

23         5. All documents produced or information disclosed and any other records  
24 designated as "confidential" by State Farm shall be revealed only to:

- 25         a) Plaintiff;
- 26         b) Plaintiff's counsel of record in this case;
- 27         c) Defendant;
- 28         d) Defendant's counsel of record in this case;

- 1 e) Paralegals and secretarial employees under counsel's direct supervision;  
2 f) Outside photocopying, translating, document management, and exhibit  
3 preparation services engaged by a party for purposes of this litigation;  
4 g) Persons employed by counsel to act as consultants or experts in this action;  
5 h) Any other person State Farm agrees in writing may be shown such  
6 documents; and  
7 i) The Court and court personnel, stenographic reporters, and videographers  
8 at depositions taken in this action, and any jury empaneled in this action,  
9 subject to the protections of Paragraphs 3, 4, and 9 of this Order;

10 6. The information considered as "confidential" and disclosed only in accord  
11 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training  
12 materials, and any other information or documentation supplied by State Farm and  
13 designated as "Confidential."

14 7. Documents deemed confidential by State Farm shall be used only for the  
15 purposes of prosecuting or defending this action. Under no circumstances shall  
16 information or materials covered by this Order be disclosed to or discussed with anyone  
17 other than the individuals designated in Paragraph 5.

18 8. Prior to disclosure of any documents designated as "confidential" to any  
19 individual who is not a signatory to this Order, counsel shall require such individual to  
20 read this Order and sign the Agreement which is attached hereto as **Exhibit A** and provide  
21 a copy of the signed Agreement to counsel for State Farm.

22 9. Prior to filing any motion wherein information designated as "Confidential" is  
23 attached, Plaintiff shall comply with LR IA 10-5(b) and *Kamakana v. City and County of*  
24 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for State Farm reasonable  
25 time, but in any event not fewer than 10 judicial days, to file a motion pursuant to LR IA  
26 10-5(b) and *Kamakana* to show particularized good cause or particularized compelling  
27 reasons to file those documents under seal.

28 LR IA 10-5(b) provides:

1 Unless otherwise permitted by statute, rule or prior Court  
2 order, papers filed with the Court under seal shall be  
3 accompanied by a motion for leave to file those documents  
4 under seal, and shall be filed in accordance with the Court's  
5 electronic filing procedures. If papers are filed under seal  
6 pursuant to prior Court order, the papers shall bear the  
7 following notation on the first page, directly under the case  
8 number: "FILED UNDER SEAL PURSUANT TO COURT  
9 ORDER DATED \_\_\_\_\_." All papers filed under seal will  
10 remain sealed until such time as the Court may deny the  
11 motion to seal or enter an order to unseal them, or the  
12 documents are unsealed pursuant to Local Rule.

13 Pursuant to *Kamakana* and LR IA 10-5(b), any documents designated as  
14 "Confidential" and attached to a non-dispositive motion must be accompanied by a motion  
15 showing a particularized good cause for leave to file those documents under seal.  
16 Furthermore, any documents designated as "Confidential" and attached to a dispositive  
17 motion must be accompanied by a motion showing a particularized compelling reason for  
18 leave to file those documents under seal.

19 10. This Order is subject to revocation and modification by Order of the Court  
20 upon written stipulation of the Parties, or upon motion and reasonable notice, including  
21 opportunity for hearing and presentation of evidence.

22 11. If any party objects to the designation of materials marked "Confidential,"  
23 the objecting Party shall provide written notice of the disagreement to State Farm,  
24 requesting a meeting to confer with counsel for State Farm to resolve the dispute over the  
25 "Confidential" designation. If the dispute over the designation is not resolved informally,  
26 State Farm will file a motion with the Court to resolve the dispute regarding the  
27 "Confidential" designation. State Farm will have 30 days from the date in which the  
28 parties meet and confer regarding the dispute over the designation in which to file a  
motion with the Court regarding the designation. In any event, unless and until a Court  
ruling is obtained changing a designation, or the Party designating the materials as  
"Confidential" agrees otherwise in writing, the material involved shall be treated according  
to the existing "Confidential" designation.

12. This Confidentiality Agreement and Protective Order shall survive the

1 termination of this case and counsel shall take no action to violate this Agreement.  
2 However, this clause does not require counsel to take actions contrary to the Rules of  
3 Professional Conduct, which impose an obligation upon counsel to safeguard client  
4 property for a reasonable period of time.

5       13. Within 30 days of the final termination of this case, Plaintiff shall return all  
6 documents and information subject to this Order, including any copies or extracts or  
7 summaries thereof, or documents containing information taken therefrom, shall be  
8 returned to counsel for State Farm. In the alternative, within 30 days of the final  
9 termination of this case, Plaintiff may shred or dispose of all such documents, including  
10 copies or extracts or summaries thereof, may be shredded or disposed of in a manner to  
11 ensure the destruction thereof, and provide a declaration certifying such destruction or  
12 disposal provided to counsel for State Farm.

13       14. In any action or proceeding to enforce this Order, or pursuant to paragraph  
14 12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and  
15 costs, without limiting any other relief that may be available, provided the Court  
16 determines there was a willful and malicious violation of the Confidentiality Agreement  
17 and Protective Order.

18       14. This Order shall remain in effect after the conclusion of this case and the  
19 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

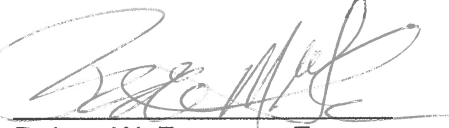
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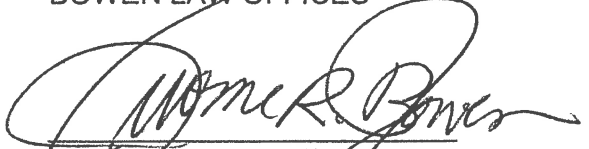
1           15.    This Order may be executed in counterparts, each of which shall constitute  
2 one and the same agreement.

3 Dated this 5 day of Dec., 2018.    Dated this 20<sup>th</sup> day of Nov., 2018.

4 LEWIS BRISBOIS BISGAARD & SMITH LLP

BOWEN LAW OFFICES

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6 



7 Robert W. Freeman, Esq.  
8 Nevada Bar No. 03062  
9 Pamela L. McGaha, Esq.  
10 Nevada Bar No. 08181  
11 Cheryl A. Grames, Esq.  
12 Nevada Bar No. 12752  
13 6385 S. Rainbow Boulevard, Suite 600  
14 Las Vegas, Nevada 89118  
15 *Attorney for Defendant State Farm Mutual  
16 Automobile Insurance Company*

Jerome R. Bowen, Esq.  
Nevada Bar No. 4540  
9960 W. Cheyenne Ave., Suite 250  
Las Vegas, Nevada 89129  
*Attorneys for Plaintiff Shane Spillet*

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18 IT IS SO ORDERED:

19 12-6-2018

20 DATED: \_\_\_\_\_



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UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the Parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Shane Spillett vs. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (U.S. District Court Case No. 2:18-cv-674-GMN-VCF). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiff, Defendant, and their attorneys.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Litigation Participant - Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Occupation of Business