

1 MARGARET A. MCLETCHE, Nevada Bar No. 10931  
 2 **MCLETCHE LAW**  
 3 701 East Bridger Ave., Suite 520  
 4 Las Vegas, Nevada 89101  
 5 Telephone: (702) 728-5300; Fax: (702) 425-8220  
 6 Email: maggie@nvlitigation.com  
 7 Attorney for Plaintiff Nebyou Solomon

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 NEBYOU SOLOMON, an individual,

Case. No.: 2:19-cv-00652-JAD-DJA

11 Plaintiff,

**[PROPOSED] STIPULATED**  
**PROTECTIVE ORDER**

12 vs.

13 LAS VEGAS METROPOLITAN POLICE  
 14 DEPARTMENT; JOSEPH LOMBARDO,  
 15 individually and in his official capacity as  
 16 Sheriff; JOHN L. PELLETIER, an  
 17 individual; RICHARD E. MAUPIN, an  
 18 individual; RYAN J. FRYMAN, an  
 19 individual; JUAN D. CONTRERAS, an  
 20 individual; ALLEN J. PAVESE, an  
 21 individual; BRANDON M. MEADS, an  
 22 individual; FASHION SHOW MALL, LLC,  
 23 a Nevada limited-liability company;  
 24 UNIVERSAL PROTECTION SERVICE,  
 25 LLC, a Nevada limited-liability company;  
 26 DOE SECURITY GUARDS I – III,  
 27 individuals,

28 Defendants.

Plaintiff NEBYOU SOLOMON and Defendants LAS VEGAS METROPOLITAN POLICE DEPARTMENT, JOSEPH LOMBARDO, JOHN L. PELLETIER, RICHARD E. MAUPIN, RYAN J. FRYMAN, JUAN D. CONTRERAS, ALLEN J. PAVESE, and BRANDON M. MEADS (“LVMPD Defendants”) and Defendant FASHION SHOW MALL, LLC, and Defendant UNIVERSAL PROTECTION SERVICE, LLC, by their respective counsel, having agreed to the following and for good cause under Rule 26(c)(1)

1 of the Federal Rules of Civil Procedure, IT IS HEREBY ORDERED as follows:

2 **1. PURPOSES AND LIMITATIONS.**

3 Disclosure and discovery activity in this action may involve production of  
4 confidential, proprietary, or private information for which special protection from public  
5 disclosure may be warranted under Rule 26(c)(1) of the Federal Rules of Civil Procedure.  
6 The parties acknowledge that this Order does not confer blanket protections on all disclosures  
7 or responses to discovery and that the protection it affords extends to only the limited  
8 information or items that are entitled under law to treatment as confidential.

9 **2. SCOPE.**

10 All documents produced in the course of discovery, all responses to discovery  
11 requests, and all deposition testimony and exhibits and any other materials which may be  
12 subject to discovery (hereinafter collectively “Discovery Material”) shall be subject to this  
13 stipulated protective order concerning confidential information as set forth below. A copy of  
14 this Order must be included with any subpoena to any third party. Any party, or any third  
15 party who produces documents in this litigation, may designate documents as Confidential  
16 but only after review of the documents by an attorney who has, in good faith, determined that  
17 the documents contain “Confidential Information,” as defined below, and pursuant to the  
18 procedure set forth below.

19 **3. CONFIDENTIAL INFORMATION.**

20 “Confidential Information” shall mean information meriting special protection  
21 under the Federal Rules of Civil Procedure and applicable case law. Confidential Information  
22 does not include information that (a) is in the public domain at the time of disclosure; (b)  
23 becomes part of the public domain through no fault of the Receiving Party; (c) the Receiving  
24 Party can show was in its rightful and lawful possession at the time of disclosure; or (d) the  
25 Receiving Party lawfully receives from a Non-party later without restriction as to disclosure.

26 ///

27 ///

28 ///

1           **4. OTHER DEFINITIONS.**

2           Party: any party to this action, including all of its officers, directors, agents, and  
3 attorney(s) of record for a Party in this action (including their associates, paralegals, and  
4 support/ clerical staff).

5           Non-party: any individual, corporation, association, or natural person or entity  
6 other than a party.

7           Protected Material: any Discovery Material containing Confidential Information  
8 that is designated by a Party or Non-party as “CONFIDENTIAL,” unless the Receiving Party  
9 challenges the confidentiality designation and (a) the Court decides such material is not  
10 entitled to protection as confidential; (b) the Designating Party fails to apply the Court for an  
11 order designating the material confidential within the time period specified below; or (c) the  
12 Designating Party withdraws its confidentiality designation in writing.

13           Producing Party: a Party or Non-party that produces Discovery Material in this  
14 action.

15           Receiving Party: a Party that receives Discovery Material from a Producing Party.

16           Designating Party: a Party or Non-party that designates Discovery Material as  
17 “CONFIDENTIAL”. The Party or Non-party designating information or items as Protected  
18 Material bears the burden of establishing good cause for the confidentiality of all such items.

19           Challenging Party: a party that elects to initiate a challenge to a Designating Party’s  
20 confidentiality designation.

21           Confidentiality Log: a Confidentiality Log must accompany any production of  
22 documents designated as “CONFIDENTIAL” that includes the Bates numbers of the  
23 documents designated (or the portions thereof) as “Confidential” and the basis for doing so.  
24 Each Producing Party shall keep this log cumulatively and re-produce it every time they  
25 designate something as “CONFIDENTIAL” so that it is a cumulative record of what the  
26 party has marked “CONFIDENTIAL.”

27 ///

28 ///

1           **5.       FORM AND TIMING OF DESIGNATION.**

2           Protected Material shall be so designated by the Producing Party by placing or  
3 affixing the word “CONFIDENTIAL” on the document in a manner which will not interfere  
4 with the legibility of the document and which will permit complete removal of the  
5 “Confidential” designation. A Confidentiality Log must accompany any production of  
6 Protected Material that includes the Bates numbers of the documents designated (or portions  
7 thereof) as “CONFIDENTIAL” and the basis for doing so. Documents shall be designated  
8 “Confidential” prior to, or contemporaneously with, the production or disclosure of the  
9 documents. The designation of documents as “CONFIDENTIAL” shall be accompanied with  
10 a Confidentiality Log in the form included at Exhibit A.

11           A Designating Party must exercise restraint and make good faith efforts to limit  
12 CONFIDENTIAL designations to specific materials that qualify for protection under the  
13 appropriate standard. Further, a Designating Party must use good faith efforts to designate  
14 for protection only those parts of material, documents, items, or communications that  
15 qualify—so that other portions of the materials, documents, items, or communications for  
16 which protection is not warranted are not swept unjustifiably within the ambit of this Order.  
17 If only a portion or portions of materials on a page or within a document merit protection, a  
18 Producing Party must so indicate by making appropriate markings in the margins but not  
19 over text. The accompanying log should clearly explain which portion is designated as  
20 CONFIDENTIAL.

21           A Producing Party that makes original documents or materials available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which material it would like copied and produced. During the inspection and before  
24 the designation, all of the material made available for inspection shall be deemed  
25 “Confidential.” After the inspecting Party has identified the documents it wants copied and  
26 produced, the Producing Party must determine which documents, or portions thereof, qualify  
27 for protection under this Order, and, before producing the specified documents, the  
28 Producing Party must affix the appropriate legend on each page that contains Protected

1 Material. If only a portion or portions of the material on a page qualifies for protection, the  
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriated markings in the margins or by redacting protected portions).

4 Portions of depositions shall be designated CONFIDENTIAL when the deposition  
5 is taken or within fourteen (14) business days after receipt of the transcript, if feasible. Such  
6 designation shall be specific as to the portions to be protected and, if made by a Party, shall  
7 be accompanied with a certification and log on the form, attached as Exhibit A. A  
8 Designating Party must exercise restraint and make good faith efforts to limit  
9 “CONFIDENTIAL” designations to specific materials that qualify for protection under the  
10 appropriate standards.

11 Inadvertent or unintentional production of Protected Material without prior  
12 designation as “Confidential” shall not be deemed a waiver, in whole or in part, of the right  
13 to designate documents as Protected Material as otherwise allowed by this Order. Further, a  
14 Party may assert that disclosures or discovery material produced by another Party constitute  
15 Protected Material by informing the opposing Party by following the procedures set forth  
16 herein for a Designated Party.

17 **6. PROTECTION OF PROTECTED MATERIAL.**

18 **a. General Protections.** Protected Material shall not be used or disclosed by the  
19 parties or counsel for the parties or any other persons identified below (¶ 6.b.) for any  
20 purposes whatsoever other than preparing for and conducting litigation in the above-entitled  
21 action (including any appeal).

22 **b. Qualified Receiving Parties and Limited Third-Party Disclosures.** Protected  
23 Material shall be held in confidence by each qualified Receiving Party to whom it is  
24 disclosed, shall be used only for purposes of this action, and shall not be disclosed to any  
25 person who is not a qualified recipient. All Protected Material shall be carefully maintained  
26 so as to preclude access by persons who are not qualified Receiving Parties.

27 ///

28 ///

1 Subject to these requirements, in addition to Parties and the Court, the following  
2 categories of persons may be allowed to review Protected Material pursuant to this Order  
3 after executing an acknowledgment (in the form set forth at Exhibit B hereto), that he or she  
4 has read and understands the terms of this Order and is bound by it:

- 5 (1) Any officers, directors, or designated employees of a Party deemed  
6 necessary by counsel of record in this action to aid in the prosecution,  
7 defense, or settlement of this action;
- 8 (2) Professional outside vendors for attorneys of record (such as copying  
9 services and translators and interpreters),
- 10 (3) Court reporters, deposition notaries and staff;
- 11 (4) The author of any document designated as CONFIDENTIAL or the original  
12 source of Confidential Information contained therein;
- 13 (5) Persons other than legal counsel who have been retained or specially  
14 employed by a party as an expert witness for purposes of this lawsuit or to  
15 perform investigative work or fact research;
- 16 (6) Deponents during the course of their depositions;
- 17 (7) Counsel for issuers of insurance policies under which any issuer may be  
18 liable to satisfy part or all of a judgment that may be entered in these  
19 proceedings or indemnify or reimburse payments or costs associated with  
20 these proceedings;
- 21 (8) Any private mediator or arbitrator appointed by the Court or selected by  
22 mutual agreement of the parties and the mediator or arbitrator's secretarial  
23 and clerical personnel;
- 24 (9) Any other person as to whom the Producing Party has consented to  
25 disclosure in advance and in writing, on notice to each Party hereto.

26 ///

27 ///

28 ///

1           **c. Control of Documents.** Counsel for Parties shall take reasonable efforts to  
2 prevent unauthorized disclosure of Protected Material pursuant to the terms of this Order. No  
3 copies of Protected Material shall be made except by or on behalf of attorneys of record, in-  
4 house counsel, or the parties in this action.

5           **d. Copies.** Any person making copies of Protected Material shall maintain all  
6 copies within their possession or the possession of those entitled to access such information  
7 under the Protective Order. All copies shall be immediately affixed with the designation  
8 “CONFIDENTIAL” if the word does not already appear on the copy. All such copies shall  
9 be afforded the full protection of this Order.

10           **7. UNAUTHORIZED DISCLOSURE.**

11           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this Stipulated  
13 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating  
14 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the  
15 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
16 made of all the terms of this Order, and (d) request such person or persons to execute the  
17 “Acknowledgment and Agreement to Be Bound by Stipulated Protective Order” (Exhibit B).

18           **8. FILING PROTECTED MATERIAL**

19           The Parties shall follow Rule 10-5 of the Local Rules of Practice for the U.S.  
20 District Court of Nevada and must file documents under seal under the Court’s electronic  
21 filing procedures.

22           Further, the Parties recognize the presumption of public access inherent in judicial  
23 records and that a Protective Order does not establish that documents meet the standard for  
24 sealing set forth in Rule 10-5 of the Local Rules of Practice for the U.S. District Court of  
25 Nevada and the Ninth Circuit’s decisions in *Kamakana v. City and County of Honolulu*, 447  
26 F.3d 1172 (9th Cir. 2006) and *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092,  
27 1097 (9th Cir.), cert. denied sub nom. *FCA U.S. LLC v. Ctr. for Auto Safety*, 137 S. Ct. 38  
28 (2016). When a motion to seal is related to the merits of the case, a “party seeking to seal a

1 judicial record then bears the burden of overcoming this strong presumption by meeting the  
2 ‘compelling reasons’ standard.” Kamakana, 447 F.3d at 1178. But when motion to seal is  
3 unrelated to the merits of the case, a party may overcome this presumption by meeting a less  
4 exacting “good cause standard.” Chrysler Group, 809 F.3d at 1097. To establish good cause,  
5 a party must show specific prejudice or harm—such as protecting a party from annoyance,  
6 embarrassment, oppression, or undue burden or expense—will result if the motion to seal is  
7 denied. *Id.* (quoting Fed. R. Civ. P. 26(c)). Further, the Court should make an independent  
8 determination regarding whether documents merits sealed status, and thus expressly reserves  
9 the right to do. Kamakana 447 F.3d at 1186-87.

10 In recognition of this legal standard, and the fact that the party filing Protected  
11 Material may not be the party that designated it confidential (and thus, may not believe good  
12 cause exists for sealing), the Parties suggest that the procedure set forth below is followed if  
13 the sole ground for a motion to seal is that the opposing party (or non-party) has designated  
14 a document as subject to protection pursuant to this Stipulated Protective Order: the Party  
15 filing such Protected Materials may assert in the accompanying motion any reasons why the  
16 Protected Materials should not, in fact, be kept under seal and the Designating Party, who  
17 must be properly noticed, may likewise file a response asserting its position that the Protected  
18 Material merits protection under Rule 26(c) of the Federal Rules of Civil Procedure and  
19 attaching a declaration supporting the assertion that the designated material meets the  
20 applicable standard.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1           **9.       CHALLENGES TO PROTECTED MATERIAL.**

2           Any designation of Protected Material is subject to challenge. The following  
3 procedures shall apply to any such challenge:

4           **a. Burden.** The burden of proving the necessity of a “CONFIDENTIAL”  
5 designation remains with the party asserting confidentiality.

6           **b. Notice; Opportunity to Challenge.** A party who contends that Protected  
7 Material is not entitled to confidential treatment shall give written notice to the party who  
8 affixed the “CONFIDENTIAL” designation of the specific basis for the challenge. The party  
9 who so designated the documents shall have ten (10) days from service of the written notice  
10 to determine if the dispute can be resolved without judicial intervention and, if not, to move  
11 for an Order confirming the “CONFIDENTIAL” designation, and the status as Protected  
12 Material.

13           **c. Treatment as Protected Material until Order or Withdrawal.**  
14 Notwithstanding any challenge to the designation of documents as such, all material  
15 previously designated “CONFIDENTIAL” shall continue to be treated as Protected Material  
16 subject to the full protections of this Order until one of the following occurs: (1) the Party  
17 who claims that the documents are Protected Material withdraws such designation in writing;  
18 (2) the Party who claims that the documents are confidential fails to move timely for an Order  
19 designating the documents as confidential as set forth in paragraph 9.b. above; or (3) the  
20 Court rules that the documents are not Protected Material and/or should no longer be  
21 designated as “CONFIDENTIAL.”

22           **d. No Waiver.** Challenges to the confidentiality of documents may be made at any  
23 time and are not waived by the failure to raise the challenge at the time of initial disclosure  
24 or designation.

25 ///

26 ///

27 ///

28 ///

1           **10.    DURATION; CONCLUSION OF LITIGATION.**

2           All provisions of this Order restricting the use of Protected Material shall continue  
3 to be binding after the conclusion of the litigation unless otherwise agreed or ordered.  
4 However, the dismissal of this action will terminate the jurisdiction of this Court, including  
5 over this Order.

6           Within thirty (30) days of the final termination of in the above-entitled action,  
7 which would be either a final judgment on all claims or stipulation and order for dismissal  
8 with prejudice, all documents and information designated as CONFIDENTIAL by a  
9 Designating Party and which has not been challenged, including any copies, or documents  
10 containing information taken therefrom, shall be returned to the Designating Party. In the  
11 alternative, within thirty (30) days of the final termination of this case, which would be either  
12 a final judgment on all claims or stipulation and order for dismissal with prejudice, all such  
13 documents, including copies, may be shredded or disposed of in a manner to ensure the  
14 destruction thereof and a declaration certifying such destruction or disposal provided to the  
15 Designating Party. To the extent a party has designated portions of a deposition transcript as  
16 CONFIDENTIAL, the non-designating party is under no obligation or duty to shred or  
17 dispose of the deposition transcript, however, the CONFIDENTIAL designation will remain.

18           **11.    PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19           **PRODUCED IN OTHER LITIGATION.**

20           If a Party is served with a subpoena or an order issued in other litigation that would  
21 compel disclosure of Protected Material designated by another Party or Non-party, the Party  
22 must so notify the Designating Party, in writing (by e-mail or fax, if possible) within three  
23 (3) court days after receiving the subpoena or order. Such notification must include a copy  
24 of the subpoena or court order.

25    ///

26    ///

27    ///

28    ///

1           **12. ORDER SUBJECT TO MODIFICATION.**

2           This Order shall be subject to modification on motion of any Party or any other  
3 person who may show an adequate interest in the above-entitled action to intervene for  
4 purposes of addressing the scope and terms of this Order. The Order shall not, however, be  
5 modified until the Parties shall have been given notice and an opportunity to be heard on the  
6 proposed modification.

7           **13. NO JUDICIAL DETERMINATION.**

8           This Order is entered based on the representations and agreements of the Parties  
9 and for the purpose of facilitating discovery. Nothing herein shall be construed or presented  
10 as a judicial determination that any specific document or item of information designated as  
11 CONFIDENTIAL by counsel is subject to protection under Rule 26(c) of the Federal Rules  
12 of Civil Procedure or otherwise until such time as a document-specific ruling shall have been  
13 made.

14           **14. MISCELLANEOUS.**

15           **a. Public Health and Safety.** Nothing in this Order is intended to prevent any Party  
16 from raising with the Court any concern that the disclosure of certain Protected Material may  
17 have a possible adverse effect upon the general public health or safety, or the administration  
18 or operation of government or public office.

19           **b. Right to Further Relief.** Nothing in this Order abridges the right of any person  
20 to seek its modification by the Court in the future.

21           **c. Right to Assert Other Objections.** By stipulating to the entry of this Order, no  
22 Party waives any right it otherwise would have to object to disclosing or producing any  
23 information or item on any ground not addressed in this Order. Similarly, no Party waives  
24 any right to object on any ground to use in evidence of any of the material covered by this  
25 Protective Order.

26           ///

27           ///

28           ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**15. PERSONS BOUND UPON ENTRY OF ORDER.**

This Order shall take effect when entered and shall be immediately binding upon the Parties (as defined herein). It shall also be binding upon subsequent parties that are added to this matter, each of which shall execute Exhibit B (Agreement to be bound).

IT IS SO STIPULATED.

DATED this the 5<sup>th</sup> day of September, 2019. DATED this the 5<sup>th</sup> day of September, 2019.

**MARQUIS AURBACH COFFING**

**KAEMPFER CROWELL**

/s/ Nick D. Crosby  
Nick D. Crosby, NBN 8996  
10001 Park Run Drive  
Las Vegas, NV 89145  
Email: ncrosby@maclaw.com  
Attorney for LVMPD Defendants

/s/ Bryan M. Viellion  
Bryan M. Viellion, NBN 13607  
1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135  
Email: bviellion@kcnvlaw.com  
Attorney for Fashion Show Mall LLC

DATED this the 5<sup>th</sup> day of September, 2019.

**MCLETCHIE LAW**

/s/ Margaret A. McLetchie  
Margaret A. McLetchie, NBN 10931  
701 East Bridger Ave., Suite 520  
Las Vegas, Nevada 89101  
Email: maggie@nvlitigation.com  
Attorney for Plaintiff Nebyou Solomon

**ORDER**

IT IS SO ORDERED.

DATED this 9th day of September, 2019.



\_\_\_\_\_  
Daniel J. Albregts  
United States Magistrate Judge

**EXHIBIT A**  
**[Name]'s LOG OF CONFIDENTIAL DESIGNATIONS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<u>Date of Production</u>	<u>Bates No. or Other Identifier</u>	<u>Specific Description of Documents or Information</u>	<u>Authority/Basis for Designation</u>

**MACLETTCHIE LAW**

**EXHIBIT B**

**ACKNOWLEDGMENT OF UNDERSTANDING  
AND AGREEMENT TO BE BOUND**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

NEBYOU SOLOMON, an individual,

Plaintiff,

vs.

LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT; JOSEPH LOMBARDO,  
individually and in his official capacity as  
Sheriff; JOHN L. PELLETIER, an  
individual; RICHARD E. MAUPIN, an  
individual; RYAN J. FRYMAN, an  
individual; JUAN D. CONTRERAS, an  
individual; ALLEN J. PAVESE, an  
individual; BRANDON M. MEADS, an  
individual; FASHION SHOW MALL, LLC,  
a Nevada limited-liability company;  
UNIVERSAL PROTECTION SERVICE,  
LLC, a Nevada limited-liability company;  
DOE SECURITY GUARDS I – III,  
individuals,

Defendants.

Case. No.: 2:19-cv-00652-JAD-DJA

**ACKNOWLEDGMENT OF  
UNDERSTANDING AND  
AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated \_\_\_\_\_, 2019, in the above-captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned submits to the jurisdiction of the United States District Court for the District of Nevada relating to the Confidentiality Order during the pendency of the above-entitled action and understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such Protected Material to any person, firm, entity, or concern.

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

