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18 **UNITED STATES DISTRICT COURT**
 19 **DISTRICT OF NEVADA**

21 JOSE RENTERIA, and all similarly situated
individuals,

22 Plaintiff,

23 vs.

25 SMITH-PALLUCK ASSOCIATES CORP.,
doing business as LAS VEGAS ATHLETIC
26 CLUBS,

27 Defendant

Case No.: 2:19-cv-01261-JAD-NJK

**STIPULATED PROTECTIVE
ORDER**

28 STIPULATED PROTECTIVE ORDER - 1

1 IT IS HEREBY STIPULATED by and between Plaintiff Jose Renteria (“Plaintiff”)¹ and
2 Defendant Smith-Palluck Associates Corp., doing business as Las Vegas Athletic Clubs
3 (“LVAC”), through their respective attorneys of record as follows:

4 WHEREAS, documents and information have been and may be sought, produced or
5 exhibited by and among the parties to this action relating to trade secrets, confidential research,
6 development, technology or other proprietary information belonging to the defendants and/or
7 personal income, credit and other confidential information of Plaintiff.

8 THEREFORE, an Order of this Court protecting such confidential information shall be and
9 hereby is made by this Court on the following terms:

10 1. This Order shall govern the use, handling and disclosure of all documents,
11 testimony or information produced or given in this action which are designated to be subject to
12 this Order in accordance with the terms hereof.

13 2. Any party or non-party producing or filing documents or other materials in this
14 action may designate such materials and the information contained therein subject to this Order by
15 typing or stamping on the front of the document, or on the portion(s) of the document for which
16 confidential treatment is designated, “Confidential.”

17 3. See order issued concurrently herewith.

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24 4. All documents, transcripts, or other materials subject to this Order, and all
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28 ¹ Plaintiff has also asserted class action allegations. To the extent a class is certified, Plaintiff shall be defined to include all class members.

1 information derived therefrom (including, but not limited to, all testimony, deposition, or
2 otherwise, that refers, reflects or otherwise discusses any information designated Confidential
3 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and LVAC
4 for any business, commercial or competitive purposes or for any purpose whatsoever other than
5 solely for the preparation and trial of this action in accordance with the provisions of this Order.
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7 5. All depositions or portions of depositions taken in this action that contain confidential
8 information may be designated as “Confidential” and thereby obtain the protections accorded other
9 confidential information. The parties shall have twenty-one (21) days from the date a deposition
10 is taken, or fourteen (14) days from the date a deposition transcript is received, whichever date is
11 greater, to serve a notice to all parties designating portions as “Confidential.” Until such time, all
12 deposition testimony shall be treated as confidential information. To the extent any designations
13 are made on the record during the deposition, the designating party need not serve a notice re-
14 designating those portions of the transcript as confidential information. Any party may challenge
15 any such designation in accordance with Paragraph 13 of this Order.

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

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

6 8. Third parties who are the subject of discovery requests, subpoenas or depositions in this
7 case may take advantage of the provisions of this Protective Order by providing the parties with
8 written notice that they intend to comply with and be bound by the terms of this Protective Order.

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

17 10. Nothing in this Order shall prevent a party from using at trial any information or
18 materials designated "Confidential."

19 11. This Order has been agreed to by the parties to facilitate discovery and the
20 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
21 of any information, document, or the like as "Confidential," nor the failure to make such
22 designation, shall constitute evidence with respect to any issue in this action.

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

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

12 14. Disclosure (including production) of information after the parties’ entry of this Protective
13 Order that a party or nonparty later claims was inadvertent and should not have been disclosed
14 because of a privilege, including, but not limited to, the attorney-client privilege or work product
15 doctrine (“Privileged Information”), shall not constitute a waiver of, or estoppel as to, any claim
16 of attorney-client privilege, attorney work product, or other ground for withholding production as
17 to which the disclosing or producing party would be entitled in this action.

18 15. The receiving party hereby agrees to promptly return, sequester, or destroy any
19 Privileged Information disclosed or produced by the disclosing or producing party upon request
20 by the disclosing or producing party regardless of whether the receiving party disputes the
21 designation of Privileged Information. The receiving party may sequester (rather than return or
22 destroy) such Privileged Information only if it contends that the information itself is not privileged
23 or otherwise protected and it challenges the privilege designation, in which case it may only
24 sequester the information until the claim of privilege or other protection is resolved. If any party
25 disputes the privilege claim (“Objecting Party”), that Objecting Party shall object in writing by
26 notifying the producing party of the dispute and the basis therefore. The parties thereafter shall
27 meet and confer in good faith regarding the disputed claim within seven (7) court days after service
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1 of the written objection. In the event that the parties do not resolve their dispute, the Objecting
2 Party may bring a motion for a determination of whether a privilege applies within ten (10) court
3 days of the meet and confer session, but may only contest the asserted privileges on grounds other
4 than the inadvertent production of such document(s). In making such a motion, the Objecting
5 Party shall not disclose the content of the document(s) at issue, but may refer to the information
6 contained on the privilege log. Nothing herein shall relieve counsel from abiding by applicable
7 ethical rules regarding inadvertent disclosure and discovery of inadvertently disclosed privileged
8 or otherwise protected material. The failure of any party to provide notice or instructions under
9 this Paragraph shall not constitute a waiver of, or estoppel as to, any claim of attorney-client
10 privilege, attorney work product, or other ground for withholding production as to which the
11 disclosing or producing party would be entitled in this action.
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13 16. Within thirty (30) days after the final termination of this litigation, all documents,
14 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any
15 extracts, summaries or compilations taken therefrom, but excluding any materials which in the
16 good faith judgment of counsel are work product materials, shall be returned to the Producing
17 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

18 17. Nothing herein shall affect or restrict the rights of any party with respect to its own
19 documents or to the information obtained or developed independently of documents, transcripts
20 and materials afforded confidential treatment pursuant to this Order.

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1 18. The Court retains the right to allow disclosure of any subject covered by this
2 stipulation or to modify this stipulation at any time in the interest of justice.

3 **IT IS SO STIPULATED.**

4 Dated: September 20, 2019

5 **KNEPPER & CLARK LLC**

BALLARD SPAHR LLP

6 */s/ Miles N. Clark*

/s/ Stacy H. Rubin

7 _____
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21 Email: smiller@hainesandkrieger.com

Counsel for Plaintiff

22 **ORDER GRANTING**
23 **STIPULATED PROTECTIVE ORDER**

24 **IT IS SO ORDERED.**

25 _____
26 UNITED STATES MAGISTRATE JUDGE

27 Dated: September 23, 2019

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EXHIBIT A

DECLARATION OF COMPLIANCE

Renteria v. Smith-Palluck Associates Corp.
United States District Court, District of Nevada
Case No. 2:19-cv-01261-JAD-NJK

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.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

1 I declare under penalty of perjury under the laws of the United States that the following is
2 true and correct.

3 Executed this ____ day of _____, 2019 at _____.

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7 QUALIFIED PERSON
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