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11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

13 ZEZY R. FARFAN; and, ZEZY R.
 14 FARFAN, BY AND THROUGH HER
 15 GUARDIAN ELIZABETH V. ALVA,

Case No.: 2:20-cv-01516-JAD-NJK

16 Plaintiff,

17 vs.

STIPULATED PROTECTIVE ORDER
CONCERNING CONFIDENTIAL
INFORMATION

18 STATION CASINOS, LLC, a Nevada
 19 Limited Liability Company; NP RED ROCK,
 20 LLC, d/b/a RED ROCK CASINO, RESORT
 21 AND SPA, a Nevada Limited Liability
 22 Company; ROE Business Organizations I-X;
 23 and DOE INDIVIDUALS I-X, Inclusive,

24 Defendants.

25 Plaintiff, ZEZY R. FARFAN, by and through counsel of record KEMP & KEMP, and
 26 Defendants, STATION CASINOS, LLC, and NP RED ROCK, LLC, by and through counsel of
 27 record, FISHER & PHILLIPS LLP, hereby request the Court enter the following Stipulated
 28 Protective Order Concerning Confidential Information.

This matter comes before the Court on the parties' Stipulated Protective Order Concerning
 Confidential Information. Being fully appraised in the premises, the Court orders the following:

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1 **I. PURPOSES AND LIMITATIONS.**

2 Discovery in this action may involve the production of confidential or private information for
3 which special protection may be warranted. Accordingly, the parties hereby stipulate to entry of the
4 following Protective Order. The Order does not confer blanket protection on all disclosures or
5 responses to discovery. The protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the applicable legal
7 principles, and it does not presumptively entitle parties to file confidential information under seal.

8 **II. “CONFIDENTIAL” MATERIAL.**

9 Information designated “CONFIDENTIAL” shall not be disclosed or used for any purpose
10 except the preparation and trial of this case. “Confidential” material shall include, but not be limited
11 to, the following documents and tangible things produced or otherwise exchanged: ANY AND ALL
12 MEDICAL AND MEDICAL-RELATED DOCUMENTS that relate to, reflect, or in regard to any
13 physical or mental condition, including but not limited to, assessments, opinions, diagnosis, medical
14 records, scheduling or making of any appointments, cancelations or rescheduled appointments,
15 invoices, bills, patient in-take forms, reports, correspondence, notes, written consultations,
16 prescriptions, surgical recommendations, surgical procedures, surgical outcomes, in-patient
17 procedures and/or out-patient procedures, procedures and/or treatment, referrals, ledger sheets,
18 radiographic interpretation reports, laboratory reports pertaining to the care and treatment of Plaintiff.

19 **III. SCOPE.**

20 The protections conferred by this agreement cover not only confidential material (as defined
21 above), but also (1) any information copied or extracted from confidential material; (2) all copies,
22 excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations,
23 or presentations by parties or their counsel that might reveal confidential material. However, the
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1 protections conferred by this agreement do not cover information that is in the public domain or
2 becomes part of the public domain through trial or otherwise. If confidential material is produced by
3 a third party, the parties in this litigation may designate the material as such by marking it
4 confidential and providing the marked copy to the opposing party, who may challenge the
5 designation as provided below, but the material as confidential will continue as such until the Court
6 resolves the issue.
7

8 **IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL.**

9 **A. Basic Principles.** A receiving party may use confidential material that is disclosed or
10 produced by another party, or by a non-party in connection with this case, only for prosecuting,
11 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
12 categories of persons and under the conditions described in this agreement. Confidential material
13 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
14 that access is limited to the persons authorized under this agreement.
15

16 **B. Disclosure of “CONFIDENTIAL” Material.** Unless otherwise ordered by the Court or
17 permitted in writing by the designating party, a receiving party may disclose any confidential material
18 only to:

- 19 1. attorneys actively working on this case;
- 20 2. persons regularly employed or associated with the attorneys actively working
21 on the case whose assistance is required by said attorneys in the preparation for trial,
22 at trial, or at other proceedings in this case;
- 23 3. the parties, including designated representatives for the Defendant;
- 24 4. expert witnesses and consultants retained in connection with this proceeding,
25 to the extent such disclosure is necessary for preparation, trial or other proceedings in
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1 this case;

2 5. the Court and its employees (“Court Personnel”);

3 6. stenographic reporters who are engaged in proceedings necessarily incident to
4 the conduct of this action;

5 7. deponents, witnesses, or potential witnesses; and

6 8. other persons by written agreement of the parties.

7
8 ~~C. Filing Confidential Material. Before filing confidential material or discussing or~~
9 ~~referencing such material in court filings, the filing party shall confer with the designating party to~~
10 ~~determine whether the designating party will remove the confidential designation, whether the~~
See order issued
concurrently herewith ~~material is~~ ~~redacted, or whether a motion to seal or stipulation and proposed order is warranted.~~

11 ~~the parties acknowledge that this protective order does not entitle them to file confidential~~
12 ~~information under seal without complying with the standard articulated in *Kamakana v. City and*~~
13 ~~*County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), along with Local Rule 10-5.~~

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16 **V. DESIGNATING CONFIDENTIAL MATERIAL.**

17 **A. Exercise of Restraint and Care in Designating Material for Protection.** Each party
18 that designates information or items for protection under this agreement must take care to limit any
19 such designation to specific material that qualifies under the appropriate standards. The designating
20 party must designate for protection only those parts of material, documents, items, or oral or written
21 communications that qualify, so that other portions of the material, documents, items, or
22 communications for which protection is not warranted are not swept unjustifiably within the ambit of
23 this Agreement.
24

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
26 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
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encumber or delay the case development process or to impose unnecessary expenses and burdens on other parties) may expose the designating party to sanctions.

If it comes to a designating party’s attention that information or items that it designated for protection do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing the mistaken designation.

B. Manner and Timing of Designations. Except as otherwise provided in this agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this agreement must be clearly so designated before or when the material is disclosed or produced.

1. Information in documentary form (e.g., paper or electronic documents and deposition exhibits), but excluding transcripts of depositions or other pretrial or trial proceedings): The designating party must affix the word “CONFIDENTIAL” to each page that contains confidential material. If only a portion of the material on a page qualifies for protection, the producing party also must clearly identify the protected portions(s) (e.g., by making appropriate markings in the margins).

2. Testimony given in deposition or in other pretrial or trial proceedings: Until the time period mentioned in the next sentence passes, any confidential material that is referred to during any deposition shall remain confidential material. Any party may, within 30 days after receiving a deposition transcript, designate portions of the transcript or exhibits thereto as confidential material.

3. Other tangible items: The producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the

1 protected portion(s).

2 **C. Inadvertent Failures to Designate.** An inadvertent failure to designate qualified
3 information or items does not, standing alone, waive the designating party's right to secure protection
4 under this agreement for such material. Upon notification of the correction or change of a
5 designation, the material will be treated in accordance with the provisions of this agreement.
6

7 **VI. CHALLENGING CONFIDENTIAL DESIGNATIONS.**

8 **A. Timing of Challenges.** Unless a prompt challenge to a designating party's confidentiality
9 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
10 or a significant disruption or delay of the litigation, a party does not waive its right to challenge a
11 confidentiality designation by electing not to mount a challenge promptly after the original
12 designation is disclosed.
13

14 **B. Meet and Confer.** Before a party seeks the Court's intervention to resolve any dispute
15 regarding confidential designations, the parties will comply with the meet and confer requirements set
16 forth in LR IA 1-3(f).

17 **C. Judicial Intervention.** If the parties cannot resolve a challenge to a confidentiality
18 designation without Court intervention, the challenging party may file and serve a motion to retain
19 confidentiality (in compliance with LR IA 10-5, if applicable). All parties shall continue to maintain
20 the material in question as confidential until the Court rules on the challenge.
21

22 **VII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
23 MATERIAL**

24 When a producing party gives notice to receiving parties that certain inadvertently-produced
25 material is subject to a claim of privilege or other protection, the obligations of the receiving parties
26 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
27 modify whatever procedure may be established in an e-discovery order or agreement that provides for
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1 production without prior privilege review. Parties shall confer on an appropriate non-waiver order
2 under Fed. R. Evid. 502.

3 **VIII. NONTERMINATION AND RETURN OF DOCUMENTS.**

4 Within 60 days after the termination of this action, including all appeals, each receiving party
5 must return all confidential material to the producing party, including all copies, extracts and
6 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.
7 Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed
8 with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits,
9 expert reports, attorney work product, and consultant and expert work product, and other discovery,
10 to be retained for purposes of effectuating any judgment, or to be retained by either party as part of
11 the complete client file.
12

13 The confidentiality obligations imposed by this agreement shall remain in effect until a
14 designating party agrees otherwise in writing or the Court orders otherwise.
15

16 **IX. ADDITIONAL RIGHTS**

17 Nothing in this protective order will: (a) restrict any party with respect to its own material or
18 discovery material that has not been designated confidential; (b) prejudice any party's rights to object
19 to the production or disclosure of information, confidential or otherwise, it considers not subject to
20 discovery; (c) restrict the proper scope of discovery that can be sought by any party; or (d) prejudice
21 any party's right to seek relief from the terms of this protective order. This Protective Order is
22 without prejudice to the right of any party to seek a protective order, including moving the Court,
23 pursuant to Fed. R. Civ. P. 26(c), for an order seeking protection of confidential material sought by or
24 produced through discovery, which protection is different from or in addition to that provided for in
25 this protective order, and such right is expressly reserved. Similarly, each party reserves the right to
26 request the Court to order disclosure of materials subject to this protective order or request
27 modification of this protective order.
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DATED this 8th day of February 2021.

DATED this 8th day of February 2021.

/s/ Victoria L. Neal
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*Zezy R. Farfan and Zezy R. Farfan, by and
through her Guardian Elizabeth V. Alva*

Attorney for Defendants
*Station Casinos, LLC and NP Red Rock,
Casino and Spa, LLC*

IT IS SO ORDERED:



UNITED STATES MAGISTRATE JUDGE

Dated: February 8, 2021

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