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

12 RODNEY L. MARSHALL,  
 13 Plaintiff,  
 14 v.  
 15 STATE OF NEVADA, *et al*  
 16 Defendants.

Case No. 2:21-cv-00726-JAD-BNW

**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

17 **1. PURPOSES AND LIMITATIONS**

18 Disclosure and discovery activity in this action are likely to involve production of  
 19 confidential, proprietary, and/or private information for which special protection from public  
 20 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 21 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
 22 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
 23 protections on all disclosures or responses to discovery and that the protection it affords from  
 24 public disclosure and use extends only to the limited information or items that are entitled to  
 25 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
 26 set forth in Section 12.3 below, that this Stipulated Protective Order does not entitle them to file  
 27 confidential information under seal.

28 **2. DEFINITIONS**

2.1 Action: The above-captioned lawsuit filed in the United States District Court of  
 Nevada, Case No. 2:21-cv-00726-JAD-BNW.

1           2.2    Challenging Party: A Party or Non-Party who challenges the designation of  
2 information or items under this Order.

3           2.3    “CONFIDENTIAL” Information or Items: Information (regardless of how it is  
4 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule  
5 of Civil Procedure 26(c)(1)(g) and/or the Health Insurance Portability and Accountability Act  
6 (“HIPAA”).

7           2.4    Counsel (without qualifier): Outside Counsel of Record (as well as their support  
8 staff).

9           2.5    Designating Party: A Party or Non-Party who designates information or items  
10 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12           2.6    Disclosure or Discovery Material: All items or information, regardless of the  
13 medium or manner in which it is generated, stored, or maintained (including, among other things,  
14 testimony, transcripts, and tangible things) that are produced or generated in disclosures or  
15 responses to discovery in this matter.

16           2.7    Expert: A person with specialized knowledge or experience in a matter pertinent  
17 to the litigation who: (1) has been retained by a Party or its counsel to serve as an expert witness  
18 or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
19 competitor, and (3) at the time of retention is not anticipated to become an employee of a Party  
20 or of a Party’s competitor.

21           2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
22 Items: Information (regardless of how it is generated, stored, or maintained) or tangible things  
23 that qualify for protection under Federal Rule of Civil Procedure 26(c)(1)(g) and/or HIPAA and  
24 is extremely sensitive, highly confidential, non-public information, consisting either of trade  
25 secrets or proprietary or other highly confidential business, financial, regulatory, private, or  
26 strategic information (including information regarding business plans, technical data, and non-  
27 public designs), the disclosure of which would create a substantial risk of competitive, business,  
28 or personal injury to the Producing Party.

1           2.9    Law Enforcement Agency: Any agency authorized by law that is responsible for  
2 the prevention, detection, or investigation of any violation of criminal law, or authorized by law  
3 to detain suspected offenders or supervise convicted offenders.

4           2.10   Non-Party: Any natural person, partnership, corporation, association, or other  
5 legal entity not named as a Party to this action.

6           2.11   Outside Counsel of Record: Attorneys who are not employees of a party to this  
7 action but are retained to represent or advise a party to this action and have appeared in this  
8 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
9 that party.

10          2.12   Party: Any party to this action, including all of its officers, directors, employees,  
11 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

12          2.13   Producing Party: A Party or Non-Party who produces Disclosure or Discovery  
13 Material in this action.

14          2.14   Professional Vendors: Persons or entities who provide litigation support services  
15 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
16 organizing, storing, or retrieving data in any form or medium) and their employees and  
17 subcontractors.

18          2.15   Protected Material: Any Disclosure or Discovery Material that is designated as  
19 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20          2.16   Receiving Party: A Party who receives Disclosure or Discovery Material from a  
21 Producing Party.

### 22   **3.   SCOPE**

23           The protections conferred by this Stipulation and Order cover not only Protected Material  
24 (as defined above), but also: (1) any information copied or extracted from Protected Material; (2)  
25 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

27           However, the protections conferred by this Stipulation and Order do not cover the following  
28 information: (a) any information that is in the public domain at the time of disclosure to a

Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as

1 a result of publication not involving a violation of this Order, including becoming part of the  
2 public record through trial or otherwise; (b) any information lawfully known to the Receiving  
3 Party prior to the disclosure and under no obligation of confidentiality; and (c) any information  
4 obtained by the Receiving Party after the disclosure from a source who obtained the information  
5 lawfully and under no obligation of confidentiality. Any use of Protected Material at trial shall  
6 be governed by a separate agreement or order.  
7

#### 8 **4. DURATION**

9 Even after final disposition of this litigation, the confidentiality obligations imposed by  
10 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
11 order otherwise directs. Final disposition shall be deemed to be the later of: (1) dismissal of all  
12 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
13 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
14 Action, including the time limits for filing any motions or applications for extension of time  
15 pursuant to applicable law.

#### 16 **5. DESIGNATING PROTECTED MATERIAL**

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
18 or Non-Party who designates information or items for protection under this Order must take care  
19 to limit any such designation to specific material that qualifies under the appropriate standards.  
20 To the extent it is practical to do so, the Designating Party must designate for protection only  
21 those parts of material, documents, items, or oral or written communications that qualify, so that  
22 other portions of the material, documents, items, or communications for which protection is not  
23 warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
24 routinized designations are prohibited.

25 If it comes to a Designating Party's attention that information or items that it designated  
26 for protection do not qualify for protection at all or do not qualify for the level of protection  
27 initially asserted, that Designating Party must promptly notify all other parties that it is  
28 withdrawing the mistaken designation.

1           5.2    Manner and Timing of Designations. Except as otherwise provided in this Order  
2 (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,  
3 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
4 designated before the material is disclosed or produced.

5           Designation in conformity with this Order requires:

6           (a) For information in documentary form (e.g., paper or electronic documents, but  
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
8 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY” to each page that contains protected material. If only a portion or portions of the  
10 material on a page qualifies for protection, the Producing Party also must clearly identify the  
11 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
12 each portion, the level of protection being asserted.

13           A Party or Non-Party who makes original documents or materials available for inspection  
14 need not designate them for protection until after the inspecting Party has indicated which  
15 material it would like copied and produced. During the inspection and before the designation, all  
16 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
18 copied and produced, the Producing Party must determine which documents, or portions thereof,  
19 qualify for protection under this Order. Then, before producing the specified documents, the  
20 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected  
22 Material. If only a portion or portions of the material on a page qualifies for protection, the  
23 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
24 markings in the margins) and must specify, for each portion, the level of protection being  
25 asserted.

26           (b) For testimony given in deposition or in other pretrial or trial proceedings, that  
27 the Designating Party identify all protected testimony and specify the level of protection being  
28 asserted in either of the following manners: (i) on the record, before the close of the deposition,  
hearing, or other proceeding; or (ii) up to 21 days after the transcript of such deposition or  
proceeding is received. Only those portions of the testimony or other proceeding that are

1 appropriately designated for protection as set forth above shall be covered by the provisions of  
2 this Stipulated Protective Order. Where deemed appropriate in good faith, a Designating Party  
3 may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that  
4 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.”

6 Parties shall give the other parties notice if they reasonably expect a deposition, hearing,  
7 or other proceeding to include Protected Material so that the other parties can ensure that only  
8 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
9 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
10 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 Transcripts containing Protected Material shall have an obvious legend on the title page  
13 that the transcript contains Protected Material, and the title page shall be followed by a list of all  
14 pages (including line numbers as appropriate) that have been designated as Protected Material  
15 and the level of protection being asserted by the Designating Party. The Designating Party shall  
16 inform the Court reporter of these requirements. Any transcript that is prepared before the  
17 expiration of a 21-day period for designation shall be treated during that period as if it had been  
18 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
19 otherwise agreed. After the expiration of that period, the transcript shall be treated only as  
20 actually designated.

21 (c) For information produced in some form other than documentary and for any other  
22 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
23 container or containers in which the information or item is stored the legend “CONFIDENTIAL”  
24 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions  
25 of the information or item warrant protection, the Producing Party, to the extent practicable, shall  
26 identify the protected portion(s) and specify the level of protection being asserted.

27 5.3 Inadvertent Failures to Designate. If corrected within a reasonable time, an  
28 inadvertent failure to designate qualified information or items does not, standing alone, waive the  
Designating Party’s right to secure protection under this Order for such material. Upon timely

1 correction of a designation, the Receiving Party must make reasonable efforts to assure that the  
2 material is treated in accordance with the provisions of this Order.

### 3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party may challenge a designation of  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at any  
6 time. A Party does not waive its right to challenge a confidentiality designation by electing not  
7 to mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
9 process by providing written notice of each designation it is challenging and describing the basis  
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
11 notice must recite that the challenge to confidentiality is being made in accordance with this  
12 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
13 good faith and must begin the process by meaningfully and directly conferring within 14 days of  
14 the date of service of notice. In conferring, the Challenging Party must explain the basis for its  
15 belief that the confidentiality designation was not proper and must give the Designating Party an  
16 opportunity to review the designated material, to reconsider the circumstances, and, if no change  
17 in designation is offered, to explain the basis for the chosen designation. A Challenging Party  
18 may proceed to the next stage of the challenge process only if it has engaged in this meet and  
19 confer process first or establishes that the Designating Party is unwilling to participate in the  
20 meet and confer process in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality within  
23 14 days of the parties having engaged in an unsuccessful meet and confer.

24 In addition, if the Designating Party fails to file a motion, the Challenging Party may file  
25 a motion challenging a confidentiality designation within 21 days of the meet and confer  
26 referenced in the preceding paragraph if there is good cause for doing so, including a challenge  
27 to the designation of a deposition transcript or any portions thereof.

28 Notwithstanding the preceding paragraph, the burden of presentation and persuasion in  
any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those  
made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on

1 other parties) may expose the Challenging Party to sanctions. All parties shall continue to afford  
2 the material in question the level of protection to which it is entitled under the Producing Party's  
3 designation until the Court rules on the challenge.

4 To prevent abuse in challenging designations, for good cause shown, the Court is  
5 authorized to: (a) shift from Designating Party to Challenging Party the obligation to seek  
6 judicial intervention under this Section 6; and/or (b) direct the Challenging Party to pay  
7 Designating Party's reasonable costs, including reasonable attorneys' fees, incurred in  
8 connection with prior, current, and/or future challenges under this Section 6.

## 9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
11 or produced by another Party or by a Non-Party in connection with this case only for  
12 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
13 disclosed only to the categories of persons and under the conditions described in this Order.  
14 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
15 Section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a location and  
17 in a secure manner that ensures that access is limited to the persons authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
19 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may  
20 disclose any information or item designated "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
22 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
23 information for this litigation;

24 (b) the officers, directors, and employees of the Receiving Party to whom  
25 disclosure is reasonably necessary for this litigation;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
27 reasonably necessary for this litigation and who have signed the "Acknowledgment and  
28 Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;



1 (e) employees of a Law Enforcement Agency (as defined in this Order) who are  
2 investigating the conduct of any Party to this action; any voluntary production of information  
3 under this provision requires the disclosing party to notify all Parties that it has been produced;

4 (f) court reporters and their staff, professional jury or trial consultants, and  
5 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

6 (g) during their depositions, witnesses in the action to whom disclosure is  
7 reasonably necessary, unless otherwise agreed by the Designating Party or ordered by the Court.  
8 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
9 Material must be separately bound by the court reporter and may not be disclosed to anyone  
10 except as permitted under this Stipulated Protective Order; and

11 (h) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information.

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
14 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the  
15 Designating Party, a Receiving Party may disclose any information or item designated  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
19 information for this litigation;

20 (b) Experts of the Receiving Party: (1) to whom disclosure is reasonably  
21 necessary for this litigation; (2) who have signed the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A);

23 (c) the Court and its personnel;

24 (d) employees of a Law Enforcement Agency (as defined in this Order) who are  
25 investigating the conduct of any Party to this action; any voluntary production of information  
26 under this provision requires the disclosing party to notify all Parties that it has been produced;

27 (e) professional jury or trial consultants, mock jurors, and Professional Vendors to  
28 whom disclosure is reasonably necessary for this litigation and who have signed the  
“Acknowledgment and Agreement to Be Bound” (Exhibit A); and

1 (f) the author or recipient of a document containing the information or a custodian  
2 or other person who otherwise possessed or knew the information.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
4 **OTHER LITIGATION.**

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall  
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to issue  
11 in the other litigation that some or all of the material covered by the subpoena or order is subject  
12 to this Protective Order. Such notification shall include a copy of this Stipulated Protective  
13 Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
15 Designating Party whose Protected Material may be affected. If the Designating Party timely  
16 seeks a protective order, the Party served with the subpoena or court order shall not produce any  
17 information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or  
19 order issued, unless the Party has obtained the Designating Party’s permission. The Designating  
20 Party shall bear the burden and expense of seeking protection in that court of its confidential  
21 material. Nothing in these provisions should be construed as authorizing or encouraging a  
22 Receiving Party in this action to disobey a lawful directive from another court.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
24 **THIS LITIGATION**

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with  
28 this litigation is protected by the remedies and relief provided by this Order. Nothing in these  
provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to  
produce a Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information, then the  
2 Party shall:

3 1. promptly notify in writing the Requesting Party and the Non-Party  
4 that some or all of the information requested is subject to a confidentiality agreement with a  
5 Non-Party;

6 2. promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific  
8 description of the information requested; and

9 3. make the information requested available for inspection by the  
10 Non-Party.

11 (c) If the Non-Party fails to timely object or seek a protective order from this  
12 Court after receiving the notice and accompanying information, the Receiving Party may  
13 produce the Non-Party's confidential information responsive to the discovery request. If the  
14 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information  
15 in its possession or control that is subject to the confidentiality agreement with the Non-Party  
16 before a determination by the Court. Absent a court order to the contrary, the Non-Party shall  
17 bear the burden and expense of seeking protection in this Court of its Protected Material.

#### 18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
20 Material to any person or in any circumstance not authorized under this Stipulated Protective  
21 Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the  
22 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the  
23 Protected Material; (c) inform the person or persons to whom unauthorized disclosures were  
24 made of all the terms of this Order; and (d) request such person or persons to execute the  
"Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 26 PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
28 produced material is subject to a claim of privilege or other protection, the obligations of the

1 Receiving Parties are those set forth in Nevada Rule of Civil Procedure 26(b)(5)(B) and clarified  
2 below.

3 The production in this action of any electronically stored information or other  
4 information that is subject to a claim of privilege shall be deemed to be inadvertent and to be  
5 without prejudice to any claim that such material is protected by the attorney/client privilege, the  
6 work product doctrine, or any other applicable privilege or ground for withholding production,  
7 and no party shall be held to have waived any rights by such production.

8 Upon the discovery of a disclosure of information for which a privilege and/or  
9 confidential treatment under this Stipulated Protective Order is asserted, the producing party  
10 shall promptly notify the party in receipt of the information in writing of the disclosure, identify  
11 the document that contains such information, and immediately takes steps to preclude further  
12 disclosure.

13 The party that received the information shall have fourteen (14) calendar days (or some  
14 other time period reasonably agreed to by the parties in writing) from receipt of notification of  
15 the inadvertent production to determine in good faith whether to contest such claim and to notify  
16 the party making the claim in writing of an objection to the claim of privilege and the grounds  
17 for that objection. The party making the claim of privilege will then have fourteen (14) calendar  
18 days (or some other time period reasonably agreed to by the parties in writing) from the receipt  
19 of the objection notice to submit the specified information to the Court under seal for a  
20 determination of the claim and will provide the Court with the grounds for the asserted privilege  
21 or protection. In the event the party making the claim fails to submit the specified information,  
22 and the grounds for the asserted privilege, to the Court within the time specified herein, the Court  
23 may consider this in determining whether the privilege or protection is waived.

24 Upon a determination by the Court that the specified information is protected by the  
25 applicable privilege, and if the specified information has been sequestered rather than returned or  
26 destroyed, the specified information shall be returned, destroyed, or otherwise rendered disabled  
27 from further use or rendered inaccessible. To the extent that the party making the claim insists  
28 on the return or destruction of the specified information, rather than disabling the information  
from further use or otherwise rendering it inaccessible, the party making the claim shall bear the  
costs of the return or destruction of such information.

1 This provision is not intended to modify any procedure established in an e-discovery or  
2 other order that may provide for production without prior privilege review. Insofar as the parties  
3 reach an agreement on the effect of disclosure of a communication or information covered by the  
4 attorney-client privilege or work product protection, the parties may incorporate their agreement  
5 in the stipulated protective order submitted to the Court.

6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
8 seek its modification by the Court in the future or to seek other appropriate relief.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
10 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
11 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
12 no Party waives any right to object on any ground to use in evidence of any of the material  
13 covered by this Protective Order.

14 12.3 Filing Protected Material. Without written permission from the Designating Party  
15 or a court order secured after appropriate notice to all interested persons, a Receiving Party may  
16 not file in the public record in this action any Protected Material. Protected Material may only  
17 be filed under seal pursuant to Fed. R. Civ. P. 5.2(d)-(f), 26(c), and LR IA 10-5. The  
18 Designating Party will have the burden to provide the Court with any information the Court  
19 deems necessary to support the designation as Confidential Information or Highly Confidential  
20 Information. A sealing order will issue only upon a request establishing that the Protected  
21 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection  
22 under the law. If a request to file Protected Material under seal is denied by the Court, then the  
23 Receiving Party may file the Protected Material in the public record unless otherwise instructed  
24 by the Court.

25 **13. FINAL DISPOSITION**

26 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
27 Receiving Party must return all Protected Material to the Producing Party or destroy such  
28 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
compilations, summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
2 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
3 Designating Party) by the 60-day deadline that: (1) identifies (by category, where appropriate) all  
4 the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party  
5 has not retained any copies, abstracts, compilations, summaries, or any other format reproducing  
6 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled  
7 to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
9 attorney work product, and consultant and expert work product, even if such materials contain  
10 Protected Material. Any such archival copies that contain or constitute Protected Material remain  
11 subject to this Protective Order as set forth in Section 4 (DURATION).

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED this 14<sup>th</sup> day of July, 2022.

14 HUTCHISON & STEFFEN, PLLC

15 /s/ *Shelby A. Dahl*

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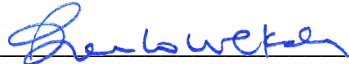
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19 Las Vegas, NV 89101

20 *Attorneys for Defendant Michael Minev*

21 IT IS SO ORDERED.

22   
23 \_\_\_\_\_  
24 U.S. Magistrate Judge

25 Dated: \_ July 15, 2022 \_\_\_\_\_  
26  
27  
28

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1  
2 I, \_\_\_\_\_ [full  
3 name], of \_\_\_\_\_ [full address],  
4  
5 declare under penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court of Nevada in Case No. 2:21-  
7 cv-00726-JAD-BNW. I agree to comply with and to be bound by all the terms of this Stipulated  
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to  
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose  
10 in any manner any information or item that is subject to this Stipulated Protective Order to any  
11 person or entity except in strict compliance with the provisions of this Order.  
12

13 I further agree to submit to the jurisdiction of the United States District Court of Nevada  
14 for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
15 enforcement proceedings occur after termination of this action.

16 I hereby appoint \_\_\_\_\_ [full  
17 name], of \_\_\_\_\_ [full address  
18 and telephone number] as my Nevada agent for service of process in connection with this action  
19 or any proceedings related to enforcement of this Stipulated Protective Order.  
20

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_  
24 [printed name]

25 Signature: \_\_\_\_\_ [signature]  
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**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of Hutchison & Steffen, PLLC and that on this 14<sup>th</sup> day of July, 2022, I caused the above and foregoing document entitled **[PROPOSED] STIPULATED PROTECTIVE ORDER** to be served as followed by personally transmitting a copy of the same via the Court’s CM/ECF internet system to their respective registered e-mail sites.

**Southern Desert Correctional Center**  
Email: [sdclawlibrary@doc.nv.gov](mailto:sdclawlibrary@doc.nv.gov)

**Chris William Davis**  
Office of the Attorney General  
555 E. Washington Ave., Ste. 3900  
Las Vegas, NV 89101  
702-486-9252  
Email: [cwdavis@ag.nv.gov](mailto:cwdavis@ag.nv.gov)  
*Attorneys for Defendant Michael Minev*

*/s/ Suzanne Morehead*

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An employee of Hutchison & Steffen, PLLC