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8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 TONEY WHITE, III,

Case No. 2:21-cv-01259-RFB-MDC

11 Plaintiff,

**STIPULATED CONFIDENTIALITY  
 AGREEMENT AND PROTECTIVE  
 ORDER**

12 v.

13 CHARLIE DANIELS, *et al.*,

14 Defendants.

15 Plaintiff Toney White and Defendants Gregory Bryan, Robin Hager, Ryan Clay, Bob  
 16 Faulkner, Rio Manalang, Michael Minev, and Theresa Wickham (collectively “the Parties”)  
 17 anticipate that documents, testimony, or information containing sensitive information are  
 18 likely to be disclosed or produced during the course of discovery in the Litigation.

19 The parties to this Stipulated Confidentiality Agreement and Protective Order have  
 20 agreed to the terms of this Order; accordingly, it is **ORDERED**:

21 **1. Scope.** All materials produced or adduced in this litigation, whether by the  
 22 Parties or third-parties, shall be subject to this Order concerning Confidential Information  
 23 as defined below. This Order is subject to the Local Rules of this District and the Federal  
 24 Rules of Civil Procedure on matters of procedure and calculation of time periods.

25 **2. Confidential Information.** As used in this Order, “Confidential  
 26 Information” means information designated as “**CONFIDENTIAL—SUBJECT TO**  
 27 **PROTECTIVE ORDER**” or “**ATTORNEYS’ EYES ONLY**” by the producing party, after  
 28 the entry of this protective order.

1 A Producing Party may designate Discovery Material as “**CONFIDENTIAL—**  
2 **SUBJECT TO PROTECTIVE ORDER**” if it contains or reflects confidential, non-public,  
3 proprietary, commercially sensitive, private information of an individual or entity, that  
4 contains information which could endanger the safety and security of an individual or  
5 entity, or that contains information received in confidence from third parties, or which a  
6 Producing Party believes in good faith to be entitled to protection under Fed. R. Civ. P.  
7 26(c), or other applicable rules or laws. A Producing Party may designate Discovery  
8 Material as “**ATTORNEYS’ EYES ONLY**” if it contains or reflects information that the  
9 Producing Party claims in good faith constitutes confidential financial information of an  
10 individual or an entity, trade secrets, confidential financial or business plans and  
11 strategies, information which could endanger the safety and security of an individual or  
12 entity, or other highly sensitive personal or proprietary business information that may  
13 cause physical, competitive, commercial, or financial injury if disclosed beyond the  
14 disclosure allowed in paragraph 4(c) below.

15 **3. Designation.**

16 (a) A party may designate a document as Confidential Information for  
17 protection under this Order by placing or affixing the words “**CONFIDENTIAL—**  
18 **SUBJECT TO PROTECTIVE ORDER**” or “**ATTORNEYS’ EYES ONLY**” on the  
19 document and on all copies in a manner that will not interfere with the legibility of the  
20 document. As used in this Order, “copies” includes electronic images, duplicates, extracts,  
21 summaries, or descriptions that contain the Confidential Information. These markings  
22 shall be applied before or at the time the documents are produced or disclosed. Applying  
23 the marking “**CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER**” or  
24 “**ATTORNEYS’ EYES ONLY**” to a document does not mean that the document has any  
25 status or protection by statute or otherwise, except to the extent and for the purposes of  
26 this Order. Any copies that are made of any documents marked “**CONFIDENTIAL—**  
27 **SUBJECT TO PROTECTIVE ORDER**” or “**ATTORNEYS’ EYES ONLY**” shall also be  
28 so marked.

1           **(b)** The designation of a document as Confidential Information is a  
2 certification by an attorney or a party appearing pro se that the document contains  
3 Confidential Information.

4           **4. Protection of Confidential Material.**

5           **(a) General Protections.** Confidential Information shall not be used or  
6 disclosed by the parties, counsel for the parties, or any other persons identified in  
7 subparagraph (b) & (c) for any purpose whatsoever other than in this litigation, including  
8 any appeal thereof.

9           **(b) Limited Third-Party Disclosures of Information marked**  
10 **“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”.** The parties and counsel  
11 for the parties shall not disclose or permit the disclosure of any Confidential Information  
12 marked **“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”** to any third  
13 person or entity except as set forth below in subparagraphs (1)-(9). Subject to these  
14 requirements, the following categories of persons may be allowed to review Information  
15 marked **“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”**:

- 16                   **(1) Counsel.** Counsel for the parties and employees of counsel who  
17 have responsibility for the action;
- 18                   **(2) Parties.** Individual parties and employees of a party but only to  
19 the extent receiving counsel determines in good faith that the  
20 employee’s assistance is reasonably necessary to the conduct of  
the litigation in which the information is disclosed;
- 21                   **(3) The Court and its personnel;**
- 22                   **(4) Court Reporters and Recorders.** Court reporters and  
recorders engaged for depositions;
- 23                   **(5) Contractors.** Those persons specifically engaged for the limited  
24 purpose of making copies of documents or organizing or  
25 processing documents, including outside vendors hired to process  
electronically stored documents;
- 26                   **(6) Consultants and Experts.** Consultants, investigators, or  
27 experts employed by the parties or counsel for the parties to  
28 assist in the preparation and trial of this action but only after  
such persons have completed the certification contained in  
Attachment A, Acknowledgment of Understanding and  
Agreement to Be Bound;

1 (7) **Witnesses at depositions.** During their depositions, witnesses  
2 in this action to whom disclosure is reasonably necessary.  
3 Witnesses shall not retain a copy of documents containing  
4 Confidential Information, except witnesses may receive a copy of  
5 all exhibits marked at their depositions in connection with  
6 review of the transcripts. Pages of transcribed deposition  
7 testimony or exhibits to depositions that are designated as  
8 Confidential Information pursuant to the process set out in this  
9 Order must be separately bound by the court reporter and may  
10 not be disclosed to anyone except as permitted under this Order.

7 (8) **Author or recipient.** The author or recipient of the document  
(not including a person who received the document in the course  
8 of litigation); and

9 (9) **Others by Consent.** Other persons only by written consent of  
the producing party, person, or entity or upon order of the Court  
and on such conditions as may be agreed or ordered.

11 (c) **Limited Third-Party Disclosures of Highly Confidential**  
12 **Information marked “ATTORNEYS’ EYES ONLY”.** Highly Confidential information is  
13 information which would pose a substantial risk to the safety and security of an individual  
14 or entity if disclosed to any individual, including the parties’ themselves, and other than  
15 this Court, its personnel, and the parties’ counsel. Counsel for the parties shall not disclose  
16 or permit the disclosure of any Highly Confidential Information marked “ATTORNEYS’  
17 **EYES ONLY”** to any person except as set forth below in subparagraphs (1)-(5). Subject to  
18 these requirements, the following categories of persons may be allowed to review  
19 Information marked as “ATTORNEYS’ EYES ONLY”:

20 (1) **Counsel.** Counsel for the parties and employees of counsel who  
21 have responsibility for the action;

22 (2) **The Court and its personnel (under seal);**

23 (3) **Court Reporters and Recorders.** Court reporters and  
recorders engaged for depositions;

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1                   (4)    **Consultants and Experts.** Upon stipulation by the parties to  
2                   this Agreement, non-party experts or consultants who have  
3                   executed an acknowledgment and agreement to abide by this  
4                   Order, including their secretarial and clerical personnel retained  
5                   to assist counsel of record in this case;

6                   (5)    **Others by Consent.** Other persons only by written consent of  
7                   the producing party or upon order of the Court and on such  
8                   conditions as may be agreed or ordered.

9                   (d)    **Access by Other Persons.** The information produced in response to  
10                  this Protective Order shall not be used for any litigation other than the matter in which it  
11                  is produced. Its confidentiality shall be maintained in a manner such that Plaintiff and/or  
12                  any other attorney cannot use it in any of Plaintiff's current or future litigation, it can only  
13                  be used in connection with Nevada Federal District Court Case No. 2:21-cv-00467-KJD-  
14                  BNW. It shall not be shared with any other counsel than the parties to the Stipulation and  
15                  Protective Order.

16                  (e)    **Control of Documents.** Counsel for the parties shall make reasonable  
17                  efforts to prevent unauthorized or inadvertent disclosure of Confidential Information.  
18                  Counsel shall maintain the originals of the forms signed by persons acknowledging their  
19                  obligations under this Order for a period of three years after the termination of the case.

20                  5.    **Inadvertent Failure to Designate.** An inadvertent failure to designate a  
21                  document as Confidential Information does not, standing alone, waive the right to so  
22                  designate the document. If a party designates a document as Confidential Information after  
23                  it was initially produced, the receiving party, on notification of the designation, must make  
24                  a reasonable effort to assure that the document is treated in accordance with the provisions  
25                  of this Order. No party shall be found to have violated this Order for failing to maintain  
26                  the confidentiality of material during a time when that material has not been designated  
27                  Confidential Information, even where the failure to so designate was inadvertent and  
28                  where the material is subsequently designated Confidential Information.

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1 (UNAUTHORIZED DISCLOSURE)

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Confidential Information to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
6 copies of the Confidential Information, (c) inform the person or persons to whom  
7 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
8 person or persons to execute the “Acknowledgment and Agreement to Be Bound by  
9 Stipulated Protective Order” (Exhibit A).

10 **i. Filing of Confidential Information.** This Order does not, by itself,  
11 authorize the filing of any document under seal. Any party wishing to file a document  
12 designated as Confidential Information in connection with a motion, brief or other  
13 submission to the Court must comply with LR IA 10-5.

14 **ii. No Greater Protection of Specific Documents.** Except on privilege  
15 grounds not addressed by this Order, no party may withhold information from disclosure  
16 on the ground that it requires protection greater than that afforded by this Order unless  
17 the party moves for an order providing such special protection.

18 **iii. Challenges by a Party to Designation as Confidential**  
19 **Information.** The designation of any material or document as Confidential Information is  
20 subject to challenge by any party. The following procedure shall apply to any such  
21 challenge.

22 **(a) Meet and Confer.** A party challenging the designation of  
23 Confidential Information must do so in good faith and must begin the process by conferring  
24 directly with counsel for the designating party. In conferring, the challenging party must  
25 explain the basis for its belief that the confidentiality designation was not proper and must  
26 give the designating party an opportunity to review the designated material, to reconsider  
27 the designation, and, if no change in designation is offered, to explain the basis for the

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1 designation. The designating party must respond to the challenge within five (5) business  
2 days.

3                   **(b) Judicial Intervention.** A party that elects to challenge a  
4 confidentiality designation may file and serve a motion that identifies the challenged  
5 material and sets forth in detail the basis for the challenge. Each such motion must be  
6 accompanied by a competent declaration that affirms that the movant has complied with  
7 the meet and confer requirements of this procedure. The burden of persuasion in any such  
8 challenge proceeding shall be on the designating party. Until the Court rules on the  
9 challenge, all parties shall continue to treat the materials as Confidential Information  
10 under the terms of this Order.

11                   **iv. Action by the Court.** Applications to the Court for an order relating  
12 to materials or documents designated Confidential Information shall be by motion. Nothing  
13 in this Order or any action or agreement of a party under this Order limits the Court's  
14 power to make orders concerning the disclosure of documents produced in response to the  
15 subpoena duces-tecum.

16                   **v. Use of Confidential Documents or Information at Trial.** Nothing  
17 in this Order shall be construed to affect the use of any document, material, or information  
18 at any trial or hearing. A party that intends to present or that anticipates that another  
19 party may present Confidential Information at a hearing or trial shall bring that issue to  
20 the Court's and parties' attention by motion or in a pretrial memorandum without  
21 disclosing the Confidential Information. The Court may thereafter make such orders as are  
22 necessary to govern the use of such documents or information at trial.

23                   **6. Produced in Other Litigation.**

24                   **(a)** If a receiving party is served with a subpoena or an order issued in other  
25 litigation that would compel disclosure of any material or document designated in this  
26 action as Confidential Information, the receiving party must so notify the designating  
27 party, in writing, immediately and in no event more than three court days after receiving  
28 the subpoena or order. Such notification must include a copy of the subpoena or court order.

1           **(b)**    The receiving party also must immediately inform in writing the party  
2 who caused the subpoena or order to issue in the other litigation that some or all of the  
3 material covered by the subpoena or order is the subject of this Order. In addition, the  
4 receiving party must deliver a copy of this Order promptly to the party in the other action  
5 that caused the subpoena to issue.

6           **(c)**    The purpose of imposing these duties is to alert the interested persons  
7 to the existence of this Order and to afford the designating party in this case an opportunity  
8 to try to protect its Confidential Information in the court from which the subpoena or order  
9 issued. The designating party shall bear the burden and the expense of seeking protection  
10 in that court of its Confidential Information, and nothing in these provisions should be  
11 construed as authorizing or encouraging a receiving party in this action to disobey a lawful  
12 directive from another court. The obligations set forth in this paragraph remain in effect  
13 while the party has in its possession, custody or control Confidential Information by the  
14 other party to this case.

15           **7. Challenges by Members of the Public to Sealing Orders.** A party or  
16 interested member of the public has a right to challenge the sealing of particular documents  
17 that have been filed under seal, and the party asserting confidentiality will have the burden  
18 of demonstrating the propriety of filing under seal.

19           **8. Obligations on Conclusion of Litigation.**

20           **(a) Order Continues in Force.** Unless otherwise agreed or ordered, this  
21 Order shall remain in force after dismissal or entry of final judgment not subject to further  
22 appeal.

23           **(b) Obligations at Conclusion of Litigation.** Within 63 days after  
24 dismissal or entry of final judgment not subject to further appeal, all Confidential  
25 Information and documents marked “**CONFIDENTIAL - SUBJECT TO PROTECTIVE**  
26 **ORDER**” or “**ATTORNEYS’ EYES ONLY**” under this Order, including copies as defined  
27 in ¶ 3(a), shall be returned to the producing party unless: (1) the document has been offered  
28 into evidence or filed without restriction as to disclosure; (2) the parties agree to destruction



1 to the extent practicable in lieu of return; or (3) as to documents bearing the notations,  
2 summations, or other mental impressions of the receiving party, that party elects to destroy  
3 the documents and certifies to the producing party that it has done so.

4 **(c) Retention of Work Product and One Set of Filed Documents.**

5 Notwithstanding the above requirements to return or destroy documents, counsel may  
6 retain (1) attorney work product, including an index that refers or relates to designated  
7 Confidential Information so long as that work product does not duplicate verbatim  
8 substantial portions of Confidential Information, and (2) one complete set of all documents  
9 filed with the Court including those filed under seal. Any retained Confidential Information  
10 shall continue to be protected under this Order. An attorney may use his or her work  
11 product in subsequent litigation, provided that its use does not disclose or use Confidential  
12 Information.

13 **(d) Deletion of Documents Filed Under Seal from Electronic Case**  
14 **Filing (ECF) System.** Filings under seal shall be deleted from the ECF system only upon  
15 order of the Court.

16 **9. Order Subject to Modification.** This Order shall be subject to modification  
17 by the Court on its own initiative or on motion of a party or any other person with standing  
18 concerning the subject matter.

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1           **10. Persons Bound.** This Order shall take effect when entered and shall be  
2 binding upon all counsel of record and their law firms, the parties, and persons made  
3 subject to this Order by its terms.

4           DATED this 30th day of August, 2024,  
5           and respectfully submitted by:  
6           AARON D. FORD  
7           Attorney General

8           /s/ Samuel L. Pezone Jr.  
9           SAMUEL L. PEZONE JR. (Bar No.15978)  
10           555 E. Washington Avenue, Suite 3900  
11           Las Vegas, NV 89101  
12           Attorneys for Defendant Calvin Johnson

          DATED this 30th day of August, 2024,  
          and approved as to form and content by:

/s/ Eric R. Olsen  
          ERIC R. OLSEN, (Bar No. 3127)  
          Garman Turner Gordon LLP  
          7251 Amigo Street, Ste. 210  
          Attorney for Plaintiff

13           **IT IS SO ORDERED.**



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15           **RICHARD F. BOULWARE, II**  
16           **UNITED STATES DISTRICT JUDGE**

17           **DATED** this 6th day of January, 2025.