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9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

11 Ignite Spirits, Inc., a Wyoming corporation,
12 Plaintiff,
13 v.
14 Consulting by AR, LLC, a Florida limited
15 liability company; Does I through X,
16 inclusive; and Roe Business Entities I
17 through X, inclusive,
18 Defendants.

Case No. 2:21-cv-01590-JCM-EJY

**STIPULATION AND ORDER GOVERNING
CONFIDENTIAL DOCUMENTS AND
INFORMATION**

18 Consulting by AR, LLC,
19 Counterclaim Plaintiff,
20 v.
21 Ignite Spirits, Inc. (f/k/a Ignite Beverages,
22 Inc.); Ignite International Ltd.; and Ignite
23 International Brands, Ltd.,
24 Counterclaim Defendants.

25 In the interests of (i) ensuring an efficient and prompt resolution of the above-captioned
26 matter; (ii) facilitating discovery by the parties litigating this matter; and (iii) protecting the parties'
27 and non-parties' confidential documents and information from improper disclosure or use, and in
28 accordance with Rule 26(c)(7) of the Federal Rules of Civil Procedure, plaintiff/counterclaim

1 defendant Ignite Spirits, Inc. and defendant/counterclaim plaintiff Consulting by AR, LLC
2 stipulate and agree that the handling of confidential material in these proceedings shall be governed
3 by the provisions set forth below (“**Protective Order**”).

4 **1. DEFINITIONS**

5 1.1. “**Challenging Party**” refers to a party or non-party that challenges the designation
6 of information or items under this Protective Order.

7 1.2. “**Confidential Information**” refers to trade secrets and other proprietary
8 information whose unrestricted disclosure could be potentially prejudicial to the business or
9 operations of a party, as well as any other confidential information (regardless of how it is
10 generated, stored, or maintained), or tangible things that are not publicly available or are of a highly
11 sensitive and personal nature and qualify for protection under Rule 26(c) of the Federal Rules of
12 Civil Procedure, and in accordance with applicable laws, statutes, or regulations. Examples of
13 “Confidential Information” include, but are not limited to: (i) an individual’s Social Security
14 number, taxpayer identification number, financial account number, driver’s license number, state-
15 or federal-issued identification number, passport number, or information disclosing an individual’s
16 income, assets, credit history, or bank account information; (ii) date of birth (other than year); (iii)
17 employment personnel files, employee benefits data, wage statements or earnings statements; (iv)
18 any sensitive health information identifiable by individual, such as an individual’s medical or
19 mental health records; and (v) commercially valuable proprietary information that gives a
20 competitive advantage such as business strategies, business management information, customer
21 lists and other compilations like vendor and supplier lists, and design concepts.

22 1.3. “**Designating Party**” refers to a party or non-party that designates Discovery
23 Material as “Confidential.”

24 1.4. “**Discovery Material**” refers to all items or information, regardless of the medium
25 or manner in which it is generated, stored, or maintained (including, among other things,
26 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
27 responses to discovery in this matter.

28 1.5. “**Privileged Information**” refers to any Discovery Material that a party or non-

1 party claims should not be disclosed because of a privilege, including, but not limited to, the
2 attorney-client privilege or work product doctrine.

3 1.6. **“Producing Party”** refers to a party or non-party who has expressly agreed in
4 writing to be bound by the terms of the Protective Order that produces Discovery Material in this
5 action.

6 1.7. **“Protected Material”** refers to any Discovery Material designated as
7 “Confidential.”

8 1.8. **“Receiving Party”** refers to a party that receives Discovery Material from a
9 Producing Party.

10 **2. SCOPE**

11 2.1. The protections conferred by this Protective Order cover not only Protected
12 Material, but also (i) any information copied or extracted from Protected Material; (ii) all copies,
13 excerpts, summaries, or compilations of Protected Material; and (iii) any testimony, conversations,
14 or presentations by the parties or their counsel that might reveal Protected Material.

15 2.2. The protections conferred by this Protective Order, however, do not cover the
16 following information or materials that:

17 2.2.1. were lawfully in the Receiving Party’s possession before such information
18 being designated as Confidential Information in this action, and that the Receiving Party
19 is not otherwise obligated to treat as confidential;

20 2.2.2. were obtained, without any benefit or use of Confidential Information,
21 from a third party having the right to disclose such information to the Receiving Party
22 without restriction or obligation of confidentiality;

23 2.2.3. were independently developed after the time of disclosure by personnel
24 who did not have access to the Producing Party’s Confidential Information;

25 2.2.4. have been or become part of the public domain by publication or otherwise
26 and not due to any unauthorized act or omission on the part of a Receiving Party; or

27 2.2.5. under law, have been declared to be in the public domain.

28 2.3. Any use of Protected Material at trial shall be governed by a separate agreement

1 or order.

2 **3. DURATION**

3 Even after final disposition of this litigation, the confidentiality obligations imposed by
4 this Protective Order shall remain in effect until a Designating Party agrees otherwise in writing
5 or a court order otherwise directs. Final disposition shall be deemed to be the later of (i) dismissal
6 of all claims and defenses in this action, with or without prejudice; and (ii) final judgment herein
7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
8 action, including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 **4. DESIGNATING PROTECTED MATERIAL**

11 4.1. **Designation of Information:** Any Producing Party may designate Discovery
12 Material that is in its possession, custody, or control to be produced to a Receiving Party as
13 “Confidential” under the terms of this Protective Order if the Producing Party in good faith
14 reasonably believes that such Discovery Material contains non-public, confidential information as
15 defined herein. Any Receiving Party that receives Discovery Material with no confidentiality
16 designation may ask the Producing Party that the Discovery Material be designated “Confidential.”
17 If Confidential Information is produced via an electronic form on a computer readable medium
18 (e.g., DVD-ROM), other digital storage medium, or via Internet transmission, the Producing Party
19 shall affix in a prominent place on the storage medium or container file on which the information
20 is stored, and on any container(s) for such medium, the legend “Includes Confidential
21 Information.”

22 4.2. **Exercise of Restraint and Care in Designating Material for Protection:** Each
23 Producing Party that designates, or Designating Party that proposes to designate, information or
24 items for protection under this Protective Order must take care to limit any such designation or
25 proposal to specific material that qualifies under the appropriate standards. Mass, indiscriminate
26 or routinized designations are prohibited. The Producing Party must designate, or the Designating
27 Party must propose, for protection only those parts of material, documents, items, or oral or written
28 communications that qualify—so that other portions of the material, documents, items, or

1 communications for which protection is not warranted are not swept unjustifiably within the ambit
2 of this Protective Order.

3 4.3. **Belated Designation of Confidential Information.** If a Producing Party
4 determines in good faith and in accordance with Section 4.2 above that any documents, things, or
5 responses previously produced in the course of discovery in this action should be designated as
6 Confidential Information, but were not so designated at the time of production, it shall advise any
7 party who has received such material of this fact, and all copies of such document, things, or
8 responses, or portions thereof deemed to be confidential shall be marked “Confidential” (whether
9 produced in hard copy or electronic form) at the expense of the Producing Party and treated as
10 such by all recipients. The Producing Party may inform the recipients that a document is
11 Confidential by providing the Bates number of the document in writing.

12 4.4. **Inadvertent Failure to Designate.** The inadvertent failure to designate
13 information produced in discovery as Confidential shall not be deemed, by itself, to be a waiver
14 of the right to so designate such Discovery Materials as Confidential Information. Within a
15 reasonable time of learning of any such inadvertent failure, the Producing Party shall notify all
16 receiving parties of such inadvertent failure and take such other steps as necessary to correct such
17 failure after becoming aware of it, in accordance with Section 4.3. Disclosure of such Discovery
18 Materials to any other person before later designation of the Discovery Materials in accordance
19 with this Section and Section 4.3 shall not violate the terms of this Protective Order. However,
20 immediately upon being notified of an inadvertent failure to designate, all parties shall treat such
21 information as though properly designated and take any actions necessary to prevent any
22 unauthorized disclosure subject to the provisions of Section 6.

23 **5. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 5.1. **Use of Confidential Information.** Except as provided herein, Confidential
25 Information shall not be disclosed to anyone other than those persons identified herein in Section
26 5.3, and shall be handled in such manner until such designation is removed by the designating
27 party or by order of the Court. Nothing in this Protective Order shall preclude a party or other
28 person from using his, her, or its own Confidential Information or from giving others his, her, or

1 its Confidential Information.

2 Once the Court enters this Protective Order, a party shall have 30 days to designate as
3 Confidential any documents previously produced in this action, which it can do by stamping
4 “Confidential” on the document, or informing the other parties of the Bates-numbers of the
5 documents so designated, in accordance with Section 4.3.

6 If “Confidential” information in the possession, custody, or control of any Receiving Party
7 is sought by subpoena, request for production of documents, interrogatories, or any other form of
8 discovery request or compulsory process, including any form of discovery request or compulsory
9 process of any court, administrative or legislative body, or any other person or tribunal purporting
10 to have the right to seek such information by compulsory process or discovery request, including
11 private parties, the Receiving Party to whom the process or discovery request is directed shall: (i)
12 within five-calendar days after receipt thereof and, if permitted by the time allowed under the
13 request, at least five-calendar days before any disclosure, give written notice by hand delivery,
14 facsimile, or email of such process or discovery request together with a copy thereof, to counsel
15 for the Designating Party so that the Designating Party may have an opportunity to appear and be
16 heard on whether the requested information should be disclosed; (ii) cooperate with respect to all
17 reasonable procedures sought to be pursued by the Designating Party with respect to such process
18 or discovery request; and (iii) only make production or disclosure of such information designated
19 as “Confidential” if the Designating Party consents in writing to production or if the Designating
20 Party fails to move for a protective order or similar relief within the time allowed by the court,
21 administrative body, or tribunal with jurisdiction over the process or request. All documents and
22 information designated as “Confidential” that are produced in other proceedings, however, must
23 be produced subject to the terms of this Protective Order or any other protective order provided
24 that such terms are materially similar.

25 5.2. **Use of Confidential Information in Depositions.** Counsel for any party shall
26 have the right to disclose Confidential Information at depositions, provided that such disclosure is
27 consistent with this Protective Order, including Section 5.3. Any counsel of record may request
28 that all persons not entitled under Section 5.3 of this Protective Order to have access to

1 Confidential Information leave the deposition room during the confidential portion of the
2 deposition. Failure of such other persons to comply with a request to leave the deposition shall
3 constitute substantial justification for counsel to advise the witness that the witness need not
4 answer the question where the answer would disclose Confidential Information.

5 Nothing in this Protective Order, however, shall preclude a party or its attorneys from: (i)
6 showing a document designated as Confidential to an individual who prepared part or all of the
7 document, who has previously reviewed the document, or who is shown by the document to have
8 received it, or (ii) examining during a deposition any person currently employed by a party or
9 retained as an expert by a party concerning any Discovery Materials designated by that party as
10 Confidential, which use shall not otherwise affect the status and treatment of such Confidential
11 Information.

12 Additionally, at any deposition session, counsel to any party (or non-party subject to this
13 Protective Order) may designate portions of a deposition transcript and/or video of any deposition
14 (or any other testimony) as containing Confidential Information in accordance with this Protective
15 Order by a statement on the record during the deposition or by notifying all other parties in writing,
16 within 30 calendar days of receiving the transcript or video that it contains Confidential
17 Information and designating the specific pages, lines, and/or counter numbers as containing
18 Confidential Information. If a designation is made via a statement on the record during a
19 deposition, counsel must follow up in writing within 30 calendar days of receiving the transcript
20 or video, identifying the specific pages, lines, and/or counter numbers containing the Confidential
21 Information. If no confidentiality designations are made within the 30-calendar-day period, the
22 entire transcript shall be considered non-confidential.

23 During the 30-day period, the entire transcript and video shall be treated as Confidential
24 Information. All originals and copies of deposition transcripts that contain Confidential
25 Information shall be prominently marked "Confidential" on the cover thereof and, if and when
26 filed with the Court, the portions of such transcript so designated shall be requested to be filed
27 under seal in accordance with Rule 5.2 of the Federal Rules of Civil Procedure and LR IA 10-5.
28 Counsel must designate portions of a deposition transcript as "Confidential" within 30 calendar

1 days of receiving the transcript. Any DVD or other digital storage medium containing Confidential
2 deposition testimony shall be labeled in accordance with the provisions of Section 4.3. The
3 provisions set forth in Section 6 shall govern resolution of disputes over confidentiality
4 designations regarding deposition transcripts.

5 5.3. **Persons Authorized to Receive Confidential Information.** Confidential
6 Information produced in accordance with this Protective Order may be disclosed or made available
7 only to the Court, court personnel, and to the persons below:

8 5.3.1. A party, or officers, directors, members, managers, employees, and agents
9 of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement
10 of this action;

11 5.3.2. Counsel for a party and its affiliates (including in-house attorneys, outside
12 attorneys, and paralegal, clerical, litigation support staff, and secretarial staff employed
13 by such counsel);

14 5.3.3. An entity retained by a party to provide litigation support services
15 (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing,
16 storing, retrieving data in any form or medium, etc.) and its employees;

17 5.3.4. Outside experts or consultants (together with their support staff) retained
18 by a party to assist in the prosecution, defense, or settlement of this action, provided that
19 such an expert or consultant is not a current employee of a direct competitor of a party
20 named in this action;

21 5.3.5. Court reporter(s) or videographers(s) employed in this action;

22 5.3.6. A witness at any deposition or other proceeding in this action (i) to whom
23 Confidential Information may be provided as set forth in Section 5.2; or (ii) to whom the
24 Producing Party agrees may be shown certain Discovery Materials designated as
25 Confidential Information;

26 5.3.7. Any ESI vendor, translator(s), or interpreter(s) employed in this action;

27 5.3.8. Any other person as to whom the parties in writing agree or that the Court
28 in these proceedings designates; and

1 5.3.9. Jury consultants or trial consultants retained by or on behalf of a party to
2 assist counsel for any party in connection with this litigation, together with technicians,
3 assistants, or mock jurors who (i) are supervised by such consultants; (ii) are not affiliated
4 with any party to this case or their direct competitor; (iii) agree in writing to be bound by
5 confidentiality; and (iv) are not themselves given custody of any Confidential
6 Information, nor permitted to retain or remove any presentations, questionnaires or notes
7 taken during the exercise from any room in which the research is conducted.

8 Any person to whom Confidential Information is disclosed in accordance with subparts
9 of Section 5.3 above shall be advised that the Confidential Information is being disclosed in
10 accordance with an order of the Court, that the information may not be disclosed by such person
11 to any person not permitted to have access to the Confidential Information in accordance with this
12 Protective Order, and that any violation of this Protective Order may result in the imposition of
13 such sanctions as the Court deems proper. Any person to whom Confidential Information is
14 disclosed in accordance with subpart 5.3.3 through 5.3.9 above shall also be required to execute a
15 copy of the form **Exhibit A**. The persons shall agree in writing to be bound by the terms of this
16 Protective Order by executing a copy of **Exhibit A** (which shall be maintained by the counsel of
17 record for the party seeking to reveal the Confidential Information) in advance of being shown the
18 Confidential Information. No party (or its counsel) shall discourage any persons from signing a
19 copy of **Exhibit A**. If a person refuses to execute a copy of **Exhibit A**, the party seeking to reveal
20 the Confidential Information may seek an order from the Court directing that the person be bound
21 by this Protective Order. In the event of the filing of such a motion, Confidential Information may
22 not be disclosed to such person until the Court resolves the issue. Proof of each written agreement
23 provided for under this Section shall be maintained by each of the parties while this action is
24 pending and disclosed to the other parties if ordered to do so by the Court.

25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 6.1. **Timing of Challenges.** Any party or non-party may challenge a designation of
27 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
28 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic

1 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
2 challenge a confidentiality designation by electing not to mount a challenge promptly after the
3 original designation is disclosed.

4 6.2. **Meet and Confer.** The Challenging Party shall initiate the dispute resolution
5 process by providing written notice of each designation it is challenging, specifying the item(s) by
6 Bates number, and describing the basis for each challenge. To avoid ambiguity as to whether a
7 challenge has been made, the written notice must recite that the challenge to confidentiality is
8 being made in accordance with this specific paragraph of the Protective Order. A Receiving Party
9 may likewise object to the non-designation of Discovery Material on the ground that such
10 Discovery Material constitutes Confidential Information and should be so designated by serving
11 written notice upon counsel for the Producing Party, specifying the item(s) by Bates number, and
12 describing the basis for each challenge.

13 The parties shall attempt to resolve each objection in good faith through a meet and confer
14 to be initiated by the objecting party within 14 days of the date of service of the notice. If the
15 parties cannot resolve a challenge without court intervention, the party asserting confidentiality
16 shall file and serve a motion to retain confidentiality (in the case of an objection to a Confidential
17 designation), or invoke confidentiality (in the case of an objection to non-designation) within 21
18 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and
19 confer process will not resolve their dispute, whichever is earlier. Failure by the party asserting
20 confidentiality to make such a motion within 21 days (or 14 days, if applicable) shall automatically
21 waive the confidentiality designation for each challenged designation.

22 The burden of persuasion in any such challenge proceeding shall be on the party asserting
23 confidentiality. Unless the party asserting confidentiality has waived the confidentiality
24 designation by failing to file a motion to retain confidentiality as described above, all parties shall
25 afford the material in question the protection proposed by any party until the Court rules on the
26 motion.

27 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

28 If a Receiving Party (a) is subpoenaed in another action or proceeding, (b) is served with

1 a demand in another action or proceeding in which it is a party, or (c) is served with any legal
2 process by one not a party to this Protective Order, seeking materials which were produced or
3 designated as Confidential in accordance with this Protective Order, the Receiving Party shall give
4 prompt actual written notice by email or mail to counsel of record for such Producing Party within
5 five business days of receipt of such subpoena, demand or legal process or such shorter notice as
6 may be required to provide other parties with the opportunity to object to the immediate production
7 of the requested Discovery Materials to the extent permitted by law. The burden of opposing
8 enforcement of the subpoena shall fall upon the party or non-party who produced or designated
9 the Discovery Material as Confidential Information. Unless the party or non-party who produced
10 or designated the Confidential Information obtains an order directing that the subpoena not be
11 complied with and serves such order upon the Receiving Party before production in accordance
12 with the subpoena, the Receiving Party shall be permitted to produce documents responsive to the
13 subpoena on the subpoena response date. Compliance by the Receiving Party with any order
14 directing production in accordance with a subpoena of any Confidential Information shall not
15 constitute a violation of this Protective Order. Nothing in this Protective Order shall be construed
16 as authorizing a party to disobey a lawful subpoena issued in another action.

17 **8. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
18 **LITIGATION**

19 Any party issuing a subpoena to a non-party shall enclose a copy of this Protective Order
20 with a request that, within 10 calendar days, the non-party either request the protection of this
21 Protective Order or notify the issuing party that the non-party does not need the protection of this
22 Protective Order or wishes to seek different protection. Any non-party invoking the Protective
23 Order shall comply with, and be subject to, all other applicable sections of the Protective Order.

24 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If any party learns of any unauthorized possession, knowledge, use or disclosure of any
26 Confidential Information, the party shall immediately notify in writing the other parties. The party
27 learning of such unauthorized possession, knowledge, use or disclosure shall promptly furnish the
28 other parties with the full details of such possession, knowledge, use or disclosure. With respect

1 to such unauthorized possession, knowledge, use or disclosure the parties shall work cooperatively
2 to prevent its recurrence.

3 **10. INADVERTENT PRODUCTION OF PRIVILEGED INFORMATION OR OTHERWISE**
4 **PROTECTED MATERIAL**

5 10.1. **No Waiver of Privilege.** Disclosure (including production) of information that a
6 party or non-party later claims should not have been disclosed because of a privilege, including,
7 but not limited to, the attorney-client privilege or work product doctrine (“Privileged
8 Information”), shall not constitute a waiver of, or estoppel as to, any claim of attorney-client
9 privilege, attorney work product, or other ground for withholding production as to which the
10 Disclosing or Producing Party would be entitled in the Litigation.

11 10.2. **Effect of Disclosure of Privileged Information.** The Receiving Party hereby
12 agrees to return, sequester, or destroy any Privileged Information disclosed or produced by
13 Producing Party upon request; provided, however, that such return, sequester, or destruction shall
14 not constitute a waiver of any objection or opposition the Receiving Party may wish to raise with
15 regard to the applicability of the asserted privilege. If the Receiving Party reasonably believes that
16 Privileged Information has been inadvertently disclosed or produced to it, it shall promptly notify
17 the Producing Party and sequester such information until instructions as to disposition are received.
18 The failure of any party to provide notice or instructions under this Section shall not constitute a
19 waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or other
20 ground for withholding production as to which the Disclosing or Producing Party would be entitled
21 in this action.

22 **11. MISCELLANEOUS**

23 11.1. **Right to Further Relief.** Nothing in this Protective Order abridges the right of
24 any person to seek its modification by the Court in the future.

25 11.2. **Right to Assert Other Objections.** This Protective Order is entered solely for the
26 purpose of facilitating the exchange of documents and information among the parties to this action
27 without involving the Court unnecessarily in the process. Nothing in this Protective Order nor the
28 production of any information or document under the terms of this Protective Order, nor any

1 proceedings in accordance with this Protective Order shall be deemed to be a waiver of any rights
2 or objections to challenge the authenticity or admissibility of any document, testimony or other
3 evidence at trial. Additionally, this Protective Order will not prejudice the right of any party or
4 nonparty to oppose production of any information on the ground of attorney-client privilege, work
5 product doctrine, or any other privilege or protection provided under the law. Entry of this
6 Protective Order does not preclude any party from seeking or opposing additional protection for
7 particular information.

8 11.3. **Filing Protected Material.** Any party seeking to file or disclose materials
9 designated as Confidential Information with the Court in this Action must, concurrently with or
10 before any such filing, seek leave to file such Confidential Information under seal in accordance
11 with Rule 5.2 of the Federal Rules of Civil Procedure and LR IA 10–5.

12 11.4. **Attorney’s Fees.** Nothing in this Protective Order is intended to either expand or
13 limit a prevailing party’s right under the Federal Rules of Civil Procedure or other applicable law
14 to pursue costs and attorney’s fees incurred related to confidentiality designations or the abuse of
15 the process described herein.

16 11.5. **Injunctive Relief Available.** Each party acknowledges that monetary remedies
17 may be inadequate to protect each party in the case of unauthorized disclosure or use of
18 Confidential Information that the Receiving Party only received through discovery in this action
19 and that injunctive relief may be appropriate to protect each party’s rights in the event there is any
20 such unauthorized disclosure or use of Confidential Information.

21 11.6. **Order Survives Termination.** As set out in Section 3, confidentiality obligations
22 imposed by this Protective Order shall remain in effect until a Designating Party agrees otherwise
23 in writing or a court order otherwise directs. The Court shall retain jurisdiction to resolve any
24 dispute concerning the use of information disclosed hereunder.

25 11.7. **Reservation of Rights.** The parties each reserve (i) the right to seek or oppose
26 additional or different protection for particular information, documents, materials, items or things;
27 and (ii) the right to object to the production, disclosure and/or use of any information, documents,
28 materials, items and/or things that a Party designates or marks as containing Confidential

1 Information on any other ground(s) it may deem appropriate, including, without limitation, on the
2 ground of attorney-client privilege, work product, and/or any other privilege or protection provided
3 under applicable law. This Protective Order shall neither enlarge nor affect the proper scope of
4 discovery in this Action. In addition, this Protective Order shall not limit or circumscribe in any
5 manner any rights the Parties (or their respective counsel) may have under common law or in
6 accordance with any state, federal, or foreign statute or regulation, and/or ethical rule.

7 **12. PROCEDURES UPON TERMINATION OF LITIGATION**

8 Within 30 calendar days after the final disposition of any and all claims involving the
9 undersigned parties, all Confidential Information produced by an opposing party or non-party
10 (including, without limitation, any copies, extracts or summaries thereof) as part of discovery in
11 this action shall be destroyed by the parties to whom the Confidential Information was produced,
12 and each counsel shall, by declaration delivered to all counsel for the Producing Party, affirm that
13 all such Confidential Information (including, without limitation, any copies, extracts or summaries
14 thereof) has been destroyed; provided, however, that each counsel shall be entitled to retain
15 pleadings, motions and memoranda in support thereof, declarations or affidavits, deposition
16 transcripts and videotapes, or documents reflecting attorney work product or consultant or expert
17 work product, even if such material contains or refers to Confidential Information, but only to the
18 extent necessary to preserve a litigation file with respect to this action.

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1 Nothing in this Section requires a party to destroy Confidential Information produced by that party.

2 Date: October 20, 2021

3
4 /s/ Jon T. Pearson
5 Gregory S. Gilbert
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/s/ Kimberly P. Stein
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10 /s/ Ryan A. Ellis
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16 *Counsel for Counterclaim Defendant Ignite*
17 *International, Ltd.*

ORDER

IT IS SO ORDERED.


U.S. MAGISTRATE JUDGE

Dated: October 21, 2021

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Ignite Spirits, Inc., a Wyoming corporation,
Plaintiff,

Case No. 2:21-cv-01590-JCM-EJY
CONFIDENTIALITY AGREEMENT

v.

Consulting by AR, LLC, a Florida limited liability company; Does I through X, inclusive; and Roe Business Entities I through X, inclusive,
Defendants.

Consulting by AR, LLC,
Counterclaim Plaintiff,

v.

Ignite Spirits, Inc. (f/k/a Ignite Beverages, Inc.); Ignite International Ltd.; and Ignite International Brands, Ltd.,
Counterclaim Defendants.

I, _____ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulation and Order Governing Confidential Information (“the Protective Order”) entered in *Ignite Spirits, Inc. v. Consulting by AR, LLC, et al.*, Case No. 2:21-cv-01590-JCM-EJY on _____, 20____, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the United States District Court, District of Nevada, so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including

HOLLAND & HART LLP
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LAS VEGAS, NV 89134

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punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive “Confidential Information” under the terms and conditions of the Protective Order. I further understand and agree that I must treat any “Confidential Information” in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I may be charged with violating a court order and charged with contempt of court, and may be punished if found to be in contempt of court.

4. I hereby appoint _____ of _____ (company/firm and address) as my agent for service of process in connection with this Action or any proceedings related to enforcement of this Stipulated Protective Order.

Dated: _____, ____.

(Signature)

(Printed Name)

(Address)

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