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**UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA**

EVERETT BLOOM, on behalf of himself,  
and those similarly situated,

Plaintiff,

v.

ZUFFA, LLC,

Defendant.

CASE NO. 2:22-cv-00412-RFB-BNW

**STIPULATED  
 PROTECTIVE ORDER**

Hon. Richard F. Boulware

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure and from use for  
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiff Everett  
5 Bloom and Defendant Zuffa, LLC (collectively, the “Parties”) hereby stipulate (“Stipulation”) to and  
6 request that the Court enter the following Stipulated Protective Order (“Order”). The Parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable legal principles. The  
10 Parties further acknowledge, as set forth in Paragraph 12.4, below, that this Order does not entitle them to  
11 file confidential information under seal; Local Rule IA 10-5 sets forth the procedures that must be  
12 followed and the standards that will be applied when a Party seeks permission from the Court to file  
13 material under seal.

14 **2. DEFINITIONS**

15 2.1 Action: this pending federal lawsuit, *Everett Bloom v. Zuffa, LLC*, Case No. 2:22-cv-  
16 00412-RFB-BNW (D. Nev.).

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information  
18 or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
20 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
21 Civil Procedure 26(c).

22 2.4 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as well  
23 as their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
25 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

27 2.6 Discovery Material: all items or information, regardless of the medium or manner in  
28 which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and

1 tangible things), that are produced or generated in disclosures or responses to discovery in this matter,  
2 including but not limited to, answers to interrogatories, responses to requests for production, responses to  
3 requests for admission, and transcripts of depositions and hearings (or portions of such transcripts).

4 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
5 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a  
6 consultant in this Action, (2) is not a past or current employee of a Party or of a Party's competitor,  
7 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's  
8 competitor.

9 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:  
10 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-  
11 Party would create a substantial risk of serious harm that could not be avoided by less restrictive  
12 means.

13 2.9 In-House Counsel: attorneys who are employees of a Party to this Action. In-House  
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal  
16 entity not named as a Party to this Action.

17 2.11 Outside Counsel of Record: attorneys who are not employees of a Party to this Action  
18 but are retained to represent or advise a Party to this Action and have appeared in this Action on behalf  
19 of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

20 2.12 Party: any Party to this Action, including all of its officers, directors, employees,  
21 consultants, Experts, and Outside Counsel of Record (and their support staffs).

22 2.13 Producing Party: a Party or Non-Party that produces Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
24 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,  
25 or retrieving data in any form or medium) to a Party and their employees and subcontractors.

26 2.15 Protected Material: any Discovery Material that is designated as "CONFIDENTIAL" or  
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

28 2.16 Receiving Party: a Party that received Discovery Material from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as  
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
4 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
6 However, the protections conferred by this Stipulation and Order do not cover the following  
7 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
8 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
9 publication not involving a violation of this Order, including becoming part of the public record  
10 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
11 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
12 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
13 Protected Material at trial shall be governed by a separate agreement or order of the trial judge.

14 **4. DURATION**

15 Even after final disposition of this Action, the confidentiality obligations imposed by this Order  
16 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
17 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in  
18 this Action, with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time  
20 limits for filing any motions or applications for extension of time pursuant to applicable law. This  
21 Court will retain and shall have continuing jurisdiction over the Parties and recipients of Protected  
22 Material for enforcement of this Order.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
25 Non-Party that designates information or items for protection under this Order must take care to limit  
26 any such designation to specific material that qualifies under the appropriate standards. Mass,  
27 indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly  
28 unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard

1 the case development process or to impose unnecessary expenses and burdens on other Parties) expose  
2 the Designating Party to sanctions. If it comes to a Designating Party’s attention that information or  
3 items that it designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the mistaken designation.

5       5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
6 e.g., Paragraph 5.2(b) below), or as otherwise stipulated or ordered, Discovery Material that qualifies  
7 for protection under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9       Designation in conformity with this Order requires:

10           (a) For information in documentary form (e.g., paper or electronic documents, but  
11 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
12 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” to each page that contains protected material or to the cover page of bound or grouped  
14 material.

15           (b) For testimony given in deposition or in other pretrial or trial proceedings, that the  
16 Designating Party identify on the record, before the close of the deposition, hearing, or other  
17 proceeding, or within thirty (30) days of receipt of the deposition, hearing, or other proceeding  
18 transcript from the court reporter (“30-day period”), all protected testimony. The entire transcript will  
19 be considered by the Parties as “CONFIDENTIAL” during the 30-day period. After the 30-day  
20 period, if no Party has designated some or all of that transcript as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under this Order, the entire transcript, or those  
22 portions of the transcript not designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY,” will no longer be considered Protected Material.

24       Transcripts containing Protected Material shall affix the legend “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the title page, and the title page  
26 shall be followed by a list of all pages (including line numbers as appropriate) that have been  
27 designated as Protected Material and the level of protection being asserted by the Designating Party.

28           (c) For information produced in some form other than documentary and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
2 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating Party’s right  
6 to secure protection under this Order for such material. Upon timely correction of a designation, the  
7 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
8 the provisions of this Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt  
12 challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
13 substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
14 litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to  
15 mount a challenge promptly after the original designation is disclosed.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
17 providing written notice of each designation it is challenging and describing the basis for each  
18 challenge. The Parties shall attempt to resolve each challenge in good faith and must meet and confer  
19 directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days  
20 of the date of service of notice.

21 6.3 Judicial Intervention. If the Meet and Confer does not resolve the Parties’ dispute as to  
22 the at-issue designations, the challenge may be submitted to the Court pursuant to LR 26-6. The  
23 burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous  
24 challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
25 and burdens on the other Parties) may expose the Challenging Party to sanctions. Unless the  
26 Designating Party has expressly waived the confidentiality designation, all Parties shall continue to  
27 afford the material in question the level of protection to which it is entitled under the Designating  
28 Party’s designation until the Court rules on the challenge.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
4 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the  
5 categories of persons and under the conditions described in this Order. When the litigation has been  
6 terminated, a Receiving Party must comply with the provisions of Paragraph 13 below (FINAL  
7 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location  
8 and in a secure manner that ensures that access is limited to the persons authorized under this Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by  
10 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
11 information or item designated “CONFIDENTIAL” only to the following individuals under the  
12 following conditions:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
15 information for this litigation;

16 (b) The Parties and the officers, directors, and employees (including In-House Counsel)  
17 of the Receiving Party who are assisting with or making decisions concerning this Action, to the  
18 extent such disclosure is reasonably necessary for the purpose of assisting in the prosecution or  
19 defense of this Action and in accordance with this Order;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
21 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to  
22 Be Bound” (Exhibit A);

23 (d) the Court and its personnel;

24 (e) court reporters, videographers, and their staff;

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

28 (g) during their depositions, witnesses in the Action may be shown or examined on any

1 information, document or thing designated “CONFIDENTIAL” if it appears that the witness authored  
2 or received a copy of it, was involved in the subject matter described therein, or was employed by the  
3 Designating Party at the time the information, document or thing was created, or if the Designating  
4 Party consents to such disclosure, provided that any witness who is no longer employed by the  
5 Designating Party shall be first required to sign the Acknowledgment and Agreement to Be Bound”  
6 (Exhibit A); and

7 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed  
8 upon by the Parties engaged in settlement discussions.

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
10 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the  
11 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the following individuals under the  
13 following conditions:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
16 information for this litigation;<sup>1</sup>

17 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for  
18 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
19 and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

20 (c) the Court and its personnel;

21 (d) court reporters, videographers, and their staff to whom disclosure is reasonably  
22 necessary for this litigation;

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

26  
27  
28 <sup>1</sup> Plaintiff’s counsel may request to disclose specific information or items designated “HIGHLY  
CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by a Designating Party to Plaintiff. The Parties agree  
to meet and confer in good faith to discuss any such requests.



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

3 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

5 (a) Unless otherwise ordered by the Court or agreed to in writing by the Designating  
6 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that  
7 has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
8 Paragraph 7.3(b) first must make a written disclosure to the Designating Party that (1) identifies the  
9 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that  
10 the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the  
11 Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current  
12 resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom  
13 the Expert has received compensation or funding for work in his or her areas of expertise or to whom  
14 the expert has provided professional services, including in connection with a litigation, at any time  
15 during the preceding five years,<sup>2</sup> and (6) identifies (by name and number of the case, filing date, and  
16 location of court) any litigation in connection with which the Expert has offered expert testimony,  
17 including through a declaration, report, or testimony at a deposition or trial, during the preceding five  
18 years.

19 (b) A Party that makes a request and provides the information specified in the preceding  
20 respective paragraphs may disclose the subject Protected Material to the identified Expert unless,  
21 within 14 days of delivering the request, the Party receives a written objection from the Designating  
22 Party. Any such objection must set forth in detail the grounds on which it is based.

23 (c) A Party that receives a timely written objection must meet and confer with the  
24 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement  
25

26 <sup>2</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-party,  
27 then the Expert should provide whatever information the Expert believes can be disclosed without  
28 violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available  
to meet and confer with the Designating Party regarding any such engagement.

1 within seven days of the written objection. If no agreement is reached, the Party seeking to prevent  
2 the disclosure to the Expert must file a motion pursuant to LR 26-6 seeking a protective order. Any  
3 such motion must describe the circumstances with specificity, set forth in detail the reasons why the  
4 disclosure to the Expert is unreasonable, assess the risk of harm that the disclosure would entail, and  
5 suggest any additional means that could be used to reduce that risk. In addition, any such motion must  
6 be accompanied by a competent declaration describing the Parties' efforts to resolve the matter by  
7 agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the  
8 reasons advanced by the Designating Party for its refusal to approve the disclosure.

9 In any such proceeding, the Party opposing disclosure to the Expert shall bear the  
10 burden of proving that the risk of harm that the disclosure would entail (under the safeguards  
11 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
13 **LITIGATION**

14 If a Receiving Party is served with a subpoena or a court order issued in other litigation that  
15 would compel disclosure of any information or items designated in this Action as "CONFIDENTIAL"  
16 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party must:

17 (a) promptly notify in writing the Designating Party (by email, if possible). Such  
18 notification must include a copy of the subpoena or court order;

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

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
23 Designating Party whose Protected Material may be affected.

24 If the Designating Party timely<sup>3</sup> seeks a protective order, the Receiving Party served with the  
25 subpoena or court order shall not produce any information designated in this Action as  
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a  
27

28 <sup>3</sup> The Designating Party shall have at least 14 days from the service of the notification pursuant to  
Section 8(a) to seek a protective order.

1 determination by the court from which the subpoena or order issued, unless the Receiving Party has  
2 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
3 expense of seeking protection in that court of its confidential material – and nothing in these  
4 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to  
5 disobey a lawful directive from another court.

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

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

13 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
14 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
15 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- 16 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
17 all of the information requested is subject to a confidentiality agreement with a Non-  
18 Party;
- 19 (2) promptly provide the Non-Party with a copy of the Order in this litigation, the  
20 relevant discovery request(s), and a reasonably specific description of the  
21 information requested; and
- 22 (3) make the information requested available for inspection by the Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this Court within 14 days  
24 of receiving the notice and accompanying information, the Receiving Party may produce the Non-  
25 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks  
26 a protective order, the Receiving Party shall not produce any information in its possession or control  
27 that is subject to the confidentiality agreement with the Non-Party before determination by the  
28

1 Court.<sup>4</sup> Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of  
2 seeking protection in this court of its Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

13 Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, the production of a  
14 privileged or work-product-protected document is not a waiver of privilege or protection from  
15 discovery in this case or in any other federal or state proceeding. A Producing Party may assert  
16 privilege or protection over produced documents at any time by notifying the Receiving Party in  
17 writing of the assertion of privilege or protection. Pursuant to Federal Rule of Civil Procedure  
18 26(b)(5)(B), after being notified, a Receiving Party must promptly return, sequester, or destroy the  
19 specified information and any copies it has; must not use or disclose the information until the  
20 claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it  
21 before being notified; and may promptly present the information to the court under seal for a  
22 determination of the claim.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
25 its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order

27 \_\_\_\_\_  
28 <sup>4</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of  
a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this  
Court.

1 no Party waives any right it otherwise would have to object to disclosing or producing any  
2 information or item on any ground not addressed in this Order. Similarly, no Party waives any  
3 right to object on any ground to use in evidence of any of the material covered by this Order.

4 12.3 No Agreement Concerning Discoverability. The identification or agreed upon  
5 treatment of certain types of Discovery Material does not reflect agreement by the Parties that the  
6 disclosure of such categories of Discovery Material is required or appropriate in this Action. The  
7 Parties reserve the right to argue that any particular category of Discovery Material should not be  
8 produced.

9 12.4 No Modification of Privileges. Nothing in this Order shall modify the law regarding  
10 the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, and  
11 any other applicable privilege.

12 12.5 Filing Protected Material. Without written permission from the Designating Party or  
13 a Court order secured after appropriate notice to all interested persons, a Party may not file in the  
14 public record in this Action any Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Rule IA 10-5.

16 **13. FINAL DISPOSITION**

17 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60)  
18 days after the final disposition of this Action, as defined in Paragraph 4, above, each Receiving  
19 Party must return all Protected Material to the Producing Party or destroy such material. As used  
20 in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
22 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
23 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
24 by the sixty (60) day deadline that (1) identifies (by category, where appropriate) all the Protected  
25 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
26 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of  
27 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
28 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,

1 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
2 and expert work product, even if such materials contain Protected Material. Any such archival  
3 copies that contain or constitute Protected Material remain subject to this Protective Order as set  
4 forth in Paragraph 4 (DURATION), above.

5  
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7  
8 Dated: July 22, 2022

9  
10 /s/Anthony J. Patek  
11 **GUTRIDE SAFIER LLP**  
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**ORDER**

**IT IS SO ORDERED**

**DATED:** 3:53 pm, July 26, 2022



**BRENDA WEKSLER**  
**UNITED STATES MAGISTRATE JUDGE**

1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of

4 \_\_\_\_\_ [print or type full address], declare under penalty of

5 perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued

6 by the United States District Court for Nevada on \_\_\_\_\_, in the case of *Everett*

7 *Bloom v. Zuffa, LLC*, Case No. 2:22-cv-00412-RFB-BNW (D. Nev.). I agree to comply with and to be

8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that

9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I

10 solemnly promise that I will not disclose in any manner any information or item that is subject to this

11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of

12 this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for

14 Nevada 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 \_\_\_\_\_ [print or type full name] of

17 \_\_\_\_\_ [print or type full address and telephone number] as my

18 Nevada agent for service of process in connection with this Action or any proceedings related to

19 enforcement of this Stipulated Protective Order.

20

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

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

23 Printed Name: \_\_\_\_\_

24 Signature: \_\_\_\_\_

25

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27

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