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

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11 PATRICIA VIOLET BARBER,	)	2:22-cv-00736- RFB-DJA
12 individually	)	
	)	
13 Plaintiff,	)	<b>STIPULATION AND ORDER FOR</b>
14 vs.	)	<b>CONFIDENTIALITY AND PROTECTION</b>
	)	
15 THE VONS COMPANIES, INC.,	)	
16 individually; DOES I-X; and ROE	)	<b>As amended on page 6.</b>
16 CORPORATIONS I-X, inclusive,	)	
	)	
17 Defendants.	)	
	)	

18  
 19 With regard to materials disclosed in the course of the above-captioned lawsuit  
 20 (“Lawsuit”), which constitute or contain trade secrets or other confidential research,  
 21 development, or commercial information of the parties (“Confidential Material”), the parties  
 22 stipulate that the following terms and conditions shall govern:

23 1. This Order is meant to encompass all forms of disclosures which may contain  
 24 Confidential Material, including but not necessarily limited to any document, pleading, motion,  
 25 exhibit, declaration, affidavit, deposition transcript and all other tangible items (electronic media,  
 26 photographs videocassettes, etc.).

27 2. The parties may designate any Confidential Material produced or filed in this  
 28 Lawsuit as confidential and subject to the terms of this Order by marking such material

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1 “Confidential.” If any material has multiple pages, this designation need only be placed on  
2 the first page of such material. Any material designated as “Confidential” shall not be  
3 disclosed to any person or entity, except to the parties, counsel for the respective parties,  
4 members of counsel’s legal or support staff (e.g., in-house investigators, secretaries,  
5 legal assistants, paralegals, law clerks, outside copying services and data processing  
6 companies or individuals engaged by a party or its counsel to assist in this litigation),  
7 expert witnesses or consultants retained by the parties or their respective counsel and their  
8 personnel as necessary, outside court reporting services and court reporters as may be  
9 reasonably necessary in connection with the preparation or conduct of this action, this Court  
10 and its personnel, any other tribunal of competent jurisdiction and its personnel, the jury  
11 empaneled for this matter, witnesses, deponents, other individuals present during depositions  
12 and/or trial in this matter, any mediator or arbitrator selected by the parties to mediate  
13 or arbitrate this action and their respective personnel, representatives of the parties, and  
14 other individuals agreed to, in writing, by the parties or ordered by this Court. This designation  
15 must be made in good faith as this agreement is not intended to be a blanket order of  
16 confidentiality. Any material designated as confidential pursuant to paragraph 2 above shall be  
17 used only in connection with the Lawsuit.

18 4. Only counsel of record in this Lawsuit shall be permitted to disseminate  
19 Confidential Material. Prior to disclosure of Confidential Material, each person to whom  
20 disclosure is to be made shall execute a written “Confidentiality Agreement” (in the form  
21 attached hereto as Exhibit “A”) consenting to be bound by the terms of this Order. Persons  
22 authorized to examine the Confidential Material include the parties, counsel for the respective  
23 parties, members of counsel’s legal or support staff (e.g., in-house investigators, secretaries, legal  
24 assistants, paralegals, law clerks, outside copying services and data processing companies or  
25 individuals engaged by a party or its counsel to assist in this litigation), expert witnesses or  
26 consultants retained by the parties or their respective counsel and their personnel as necessary,  
27 outside court reporting services and court reporters as may be reasonably necessary in connection  
28 with the preparation or conduct of this action, this Court and its personnel, any other tribunal of

1 competent jurisdiction and its personnel, the jury empaneled for this matter, witnesses, deponents,  
2 other individuals present during depositions and/or trial in this matter, any mediator or arbitrator  
3 selected by the parties to mediate or arbitrate this action and their respective personnel,  
4 representatives of the parties, and other individuals agreed to, in writing, by the parties or ordered  
5 by this Court who shall agree that the contents of the Confidential Material shall not be disclosed  
6 to any other person or entity and said documents shall not be photocopied or reproduced by any  
7 means, except for use in association with this Lawsuit. Both consulting and testifying experts  
8 may review the documents in accordance with the terms of this Order.

9           5.       Upon dissemination of any Confidential Material, each non-designation counsel of  
10 record in this Lawsuit shall maintain a written record as to: (1) the identity of any person given  
11 Confidential Material, and (2) the identity of the Confidential Material so disseminated (such as  
12 by “Bates stamp” number). Such record shall be made available to the designating party upon  
13 request.

14           6.       If additional persons or entities become parties to this Lawsuit, they shall not have  
15 access to any Confidential Material until they execute and file with the Court their written  
16 agreement to be bound by the terms of this Order.

17           7.       In the event that any question is asked at a deposition that calls for the disclosure  
18 of or testimony regarding Confidential Material, the witness shall answer such question (unless  
19 otherwise instructed not to do so on grounds of privilege) provided that the only persons in  
20 attendance at the deposition are persons who are qualified to receive such information pursuant to  
21 this Order. Specific deposition testimony and/or the deposition transcript in its entirety may be  
22 designated as confidential on the record at the time of the deposition or the deposition transcript  
23 may be designated as confidential subsequently thereto. All such deposition testimony and/or  
24 transcripts shall be treated as “Confidential” pursuant to paragraph 2 above. The parties shall  
25 make arrangements with the court reporter not to disclose any such Confidential Material except  
26 in accordance with the terms of this Order.

27           8.       If a deponent refuses to execute a Confidentiality Agreement, disclosure of  
28 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under

1 such circumstances, the witness shall sign the original deposition transcript in the presence of the  
2 court reporter and no copy of the transcript or exhibits shall be given to the deponent.

3 9. The parties shall separately confer regarding the use of Confidential Material at  
4 trial and at any hearing, and to the extent an agreement cannot be reached, the Court shall  
5 intervene. A party seeking to file a confidential document, with any appropriate redactions, under  
6 seal must file a motion to seal and must comply with the Ninth Circuit's directives in *Kamakana*  
7 *v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006 and *Pintos v. Pacific Creditors*  
8 *Association*, 605 F.3d 665, 678 (9th Cir. 2010)). Documents must be filed under seal using the  
9 Court's electronic filing procedures. *See* Local Rule IA 10-5. Papers filed with the Court under  
10 seal must be accompanied with a concurrently filed motion for leave to file those documents  
11 under seal. *See* Local Rule IA 10-5(a).

12 10. The parties understand that the Court will maintain the Confidential Material it  
13 receives pursuant to paragraph 9 above under seal in accordance with the local and governing  
14 laws and rules.

15 11. If a party believes that any Confidential Material does not contain confidential  
16 information, it may contest the applicability of this Order to such information by notifying the  
17 designating party's counsel in writing and identifying the information contested within thirty (30)  
18 calendar days from the date of its production. The parties shall meet and confer to attempt to resolve  
19 the issue. If the dispute is not resolved after such good faith efforts, the designating party shall  
20 submit the matter to the Court for determination within thirty (30) days of the meet and confer.  
21 Pending receipt of the Court's determination as to whether the moving party has met its burden of  
22 proof in designating the materials at issue as confidential, said materials shall continue to be  
23 treated as confidential in accordance with the provisions of this Order and not declassified until  
24 required by the Court upon final operative written order, or as agreed in writing by the party who  
25 designated the information as confidential.

26 12. The unauthorized or inadvertent disclosure of attorney client or other confidential  
27 materials, or the inadvertent failure to designate any material "Confidential," shall not constitute  
28 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of

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1 confidentiality is asserted within a reasonable period of time after discovery of the error. At such  
2 time, the designating party shall retroactively designate the material “Confidential” in accordance  
3 with this Order. Upon retroactive designation of material as “Confidential,” counsel (i) shall not  
4 make any further disclosure or communication of such retroactively designated material except as  
5 provided for in this order, and (ii) shall take reasonable steps to notify all persons known to have  
6 possession of any retroactively designated material of the effect of such retroactive designation  
7 under this Order. Any party who made an unauthorized or inadvertent disclosure of  
8 confidential materials shall take reasonable steps to notify all persons known to have  
9 possession of such materials and arrange for their prompt return and/or destruction consistent  
10 with this Order. This Order shall be without prejudice to the right of any party to challenge the  
11 propriety of discovery and/or production of materials on any grounds including, but not limited  
12 to, relevance, privilege, and materiality.

13 14. This Order shall not restrict in any manner the right of any party to offer or use as  
14 evidence at the trial of this Lawsuit any of the documents subject to this Confidentiality  
15 Agreement and nothing contained herein shall be construed as a waiver of any objection to its  
16 admissibility into evidence.

17 15. None of the restrictions set forth in this Confidentiality Agreement shall apply to  
18 any documents or other information that become public knowledge by means not in violation of  
19 the provisions of this Stipulation and Order for Confidentiality and Protection.

20 16. The parties or counsel for the respective parties may modify the terms of this of  
21 this Stipulation and Order for Confidentiality and Protection. However, no modification by the  
22 parties shall have the force or effect of a court order unless the Court approves the modification.  
23 Alternatively, any party or counsel for the respective party may seek an order of this Court to  
24 modify the terms of this Stipulation and Order for Confidentiality and Protection. Any motion  
25 seeking such modification must be served upon all counsel of record and filed in accordance with  
26 this Court’s filing procedures.

27 17. When any counsel of record in this Lawsuit or any attorney who has executed the  
28 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting

1 good cause to believe that a violation of this Order may have occurred, such attorney shall report  
2 the violation of this Order to ~~the Court and~~ all counsel of record **and may file the appropriate**  
3 **motion with the Court.**

4 18. Within thirty (30) days after the termination of this Lawsuit by settlement, verdict,  
5 judgment, nonsuit, dismissal or otherwise, all Confidential Material shall be returned to counsel  
6 for the designating party or destroyed except as to records regularly maintained by counsel in the  
7 ordinary course of business; which records will continue to be maintained as Confidential  
8 Documents in conformity with this Order.

9 19. After the termination of this Lawsuit, the provisions of this Order shall continue to  
10 be binding and this Court shall retain jurisdiction over the parties and any other person who has  
11 access to the Confidential Material produced pursuant to this Order for the sole purpose of  
12 enforcement of its provisions.

13 DATED this 22nd day of August 2022.  
14 **ER INJURY ATTORNEYS**

DATED this 22nd day of August 2022.  
**BACKUS, CARRANZA & BURDEN**

15 /s/ Justin Randall  
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18 4795 South Durango Drive  
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20 *Attorneys for Plaintiff*  
21 *Darlene Patricia Violet Barber*

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*The Vons Companies, Inc*

**ORDER**

IT IS SO ORDERED as amended by the Court on page 6.

\_\_\_\_\_  
DANIEL J. ALBREGTS  
UNITED STATES MAGISTRATE JUDGE

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8 Attorneys for Defendant,  
*The Vons Companies, Inc.*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 PATRICIA VIOLET BARBER, ) **2:22-cv-00736- RFB-DJA**  
12 individually )

13 Plaintiff, )

14 vs. )

**STIPULATION AND ORDER FOR  
CONFIDENTIALITY AND PROTECTION  
EXHIBIT "A"**

15 THE VONS COMPANIES, INC., )  
16 individually; DOES I-X; and ROE )  
CORPORATIONS I-X, inclusive, )

17 Defendants. )  
18 \_\_\_\_\_ )

19 IT IS HEREBY AGREED that I, the undersigned, am bound by the terms of the subject  
20 Confidentiality and Protective Order entered in the above referenced matter.

21 DATED: \_\_\_\_\_ NAME: \_\_\_\_\_  
22 TITLE: \_\_\_\_\_  
23  
24  
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26  
27  
28

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