

1 **SAO**  
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 Nevada Bar No. 5748  
 2 **VICKI DRISCOLL, ESQ.**  
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 7 *Attorney for Defendant,*  
*WALGREEN CO.*

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **FOR THE DISTRICT OF NEVADA**

11 SHARLENE CRIBBS, )  
 ) Case No.: 2:22-cv-01167-JCM-NJK  
 12 )  
 Plaintiff, )  
 )  
 13 vs. )  
 ) **CONFIDENTIALITY**  
 14 ) **STIPULATION AND**  
 ) **PROTECTIVE ORDER**  
 15 WALGREEN CO. dba WALGREENS, a )  
 Foreign Corporation; DOE )  
 16 EMPLOYEES OF WALGREENS, DOES )  
 1-20 and ROE BUSINESS ENTITIES) )  
 1-20, inclusive )  
 17 )  
 Defendants. )  
 18 )

19 **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

20 Certain parties believe that discovery will encompass  
 21 documents and information that would not ordinarily be disclosed  
 22 to the public and that disclosure or misuse of such materials  
 23 would cause competitive harm, divulge trade secrets, raise  
 24 privacy concerns, and violate confidentiality provisions set

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1 forth in contracts binding on the parties. Accordingly, the  
2 parties have agreed to the entry of this Confidentiality  
3 Stipulation and Protective Order ("Agreed Order") to expedite  
4 the flow of discovery materials, preserve the integrity of  
5 information that one or more parties believe is confidential,  
6 promote the prompt resolution of discovery disputes over  
7 confidentiality, facilitate the preservation of materials that  
8 may contain confidential information and trade secrets, and  
9 prevent breach of the confidential provisions set forth in  
10 contracts.

11 Accordingly, in the interests of justice and to expedite  
12 discovery, the parties hereby **STIPULATE AND AGREE** that:

13 1. Confidential Information:

14 For purposes of this Agreed Order, "Confidential  
15 Information" shall mean documents or other materials that one or  
16 more parties believe to include proprietary information relating  
17 to their business, disclosure of which might be harmful,  
18 including but not limited to, information that has not been made  
19 available to the public at large, confidential research,  
20 development, commercial information, contracts, collective  
21 bargaining agreement, and trade secrets, including but not  
22 limited to rules and regulations, policies and procedures,  
23 processes, operations, training materials, safety materials.

24 Notwithstanding the foregoing, the term "Confidential  
Information" does not include information which (a) is in or  
becomes a part of the public domain without violation of this  
Agreed Order by any party to this litigation or their counsel;  
(b) was known to a party to this litigation on a non-

1 confidential basis prior to its disclosure to such party or  
2 their counsel in this litigation; or (c) is not otherwise  
3 subject to a restriction on disclosure and is rightfully  
4 obtained by any party or their counsel from a source other than  
a party in this litigation.

5 Defendants may designate documents, information or  
6 testimony as Confidential Information under this Order as  
7 follows:

8 a. The designation shall be made by clearly stamping  
9 or marking any document, including any interrogatory answer or  
transcript, with the word "CONFIDENTIAL."

10 b. Transcripts (or portions thereof) may be  
11 designated "CONFIDENTIAL" by instructing the reporter to stamp  
12 or mark the transcript (or portions thereof) within ten (10)  
13 days after it is received, and shall be treated as Confidential  
14 until the ten (10) day designation period has passed.

15 c. In the case of electronically-stored information,  
16 a party producing Confidential Information in an electronically-  
17 stored format shall stamp the physical medium by which the  
18 information is transmitted (e.g. computer tape, computer disk,  
19 CD Rom, etc.) as "CONFIDENTIAL." If the party to whom such  
20 electronically-stored information is produced shall create any  
21 readable report or output from such confidential data, that  
22 party shall prominently label each page of such output report as  
"CONFIDENTIAL."

23 d. A party, provider of documents or non-party  
24 witness may denominate any response to any written discovery  
request brief, motion or other material filed with the court,

1 and any appendix, exhibit or document pertaining to such  
2 material as Confidential Information by stamping the cover or  
3 first page, "CONFIDENTIAL."

4 e. Documents produced or to be produced by a third-  
5 party, including but not limited to personal financial bank  
6 records, tax records or other private documents or information,  
7 may be designated as confidential prior to their release through  
8 subpoena via a written notice to all parties.

9 2. Limited Disclosure and Use of Confidential  
10 Information: A person who receives Confidential Information has  
11 a duty to preserve confidentiality, shall not make any further  
12 disclosure of it except as authorized below or by further order,  
13 and shall use it only for purposes of this case or any  
14 arbitration or mediation related to this case. A receiving  
15 person may make disclosure to the following persons:

16 a. Attorneys of record for the parties of this  
17 litigation;

18 b. Designated business persons of any corporate  
19 party ("Corporate Designees"), but only to the extent necessary  
20 for the conduct of this action; provided, however, that no  
21 Confidential Information shall be revealed to such persons until  
22 the conditions detailed in Paragraph 4 have been met;

23 c. Deposition reporters;

24 d. Independent experts, investigators, and other  
consultants retained by counsel; provided, however, that no  
Confidential Information shall be revealed to such persons until  
the conditions detailed in Paragraph 4 have been met; provided  
further, however, that the retained person is not employed

1 during the pendency of the litigation, and has not been employed  
2 during the past two (2) years, by a person or entity that  
3 competes with the producing party;

4 e. Associates, secretaries, paralegals, clerical,  
5 and other employees of the individuals identified in  
6 subparagraphs (a), (b) and (d) above, to the extent reasonably  
7 necessary to render professional services in the litigation;

8 f. A deponent during the course of his or her  
9 deposition;

10 g. Any person who is referenced in Confidential  
11 Information; provided, however, that no Confidential Information  
12 shall be revealed to such persons until the conditions detailed  
13 in Paragraph 4 have been met;

14 h. Witnesses or prospective witnesses in the course  
15 of investigation or in preparation for deposition, or at  
16 deposition; provided, however, that no Confidential Information  
17 shall be revealed to such persons until the conditions detailed  
18 in Paragraph 4 have been met; and

19 i. The Court, any arbitrator, mediator or  
20 adjudicator and their personnel.

21 ~~3. Submission to Court. No Confidential Information,  
22 whether embodied in physical objects, documents, electronically-~~

~~23 a, tangible items, or the transcription of statements  
24 , shall be filed with the Court, unless the producing~~

~~25 party consents in writing to such filing, or unless filed in a  
26 sealed envelope on which shall be endorsed the caption of the  
27 action and a statement substantially in the following form:~~

See order issued  
concurrently herewith

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**CONFIDENTIAL**

~~This envelope contains documents or information in this case that is subject to a Confidentiality Order entered by the Court. This envelope shall not be opened nor the contents thereof displayed or revealed except by Order of Court. Violation thereof may be regarded as contempt of Court.~~

~~A party discharges its obligations under this paragraph by filing a pleading, motion, brief or other papers in two parts and placing the part which contains Confidential Information under seal. Any courtesy copy delivered to the Court shall be marked: "Courtesy Copy - Original Under Seal."~~

4. Prior to the disclosure of any Confidential Information to any person described in paragraph 2 (b), (d), (f), (g) or (h), counsel for the party disclosing such Confidential Information shall provide such person with a copy of this Order, shall advise them that the disclosure of Confidential Information is subject to its terms, and shall obtain and retain a signed Declaration of Compliance, in the form annexed hereto as Exhibit" A," from each such person. Counsel for each party shall retain the original of any Declaration of Compliance received from persons to whom Confidential Information is provided, in accordance with this Order.

5. If any party believes that a designation as Confidential as to any document, material or information by any other party or by any witness is unwarranted, it may so inform the designating party or witness in writing. Upon receipt by the designating party of such written objection, the parties shall negotiate in good faith to resolve their differences. If,

1 within ten (10) days after such written objection to a  
2 designation the parties have failed to reach agreement, the  
3 party objecting to the designation may apply to the Court for a  
4 ruling that the designation as to any document, material or  
5 information shall not be treated as designated, giving notice to  
6 the party or non-party producing the documents. No disclosure  
7 of any documents, material or information designated as  
8 Confidential Information shall be made, except in accordance  
9 herewith, by the recipient prior to decision by the Court on any  
10 such motion. In any proceeding challenging the propriety of the  
11 designation of any document, information or materials as  
12 Confidential Information, the party, provider of documents or  
13 witness who has designated the document, material or information  
14 as Confidential Information shall bear the burden of  
15 establishing the propriety of that designation. Until the Court  
16 enters an Order changing the designation for any document,  
17 material or information, it shall be given "Confidential"  
18 treatment in accordance with this Order.

17 6. Unless otherwise ordered or agreed, neither the  
18 termination of this lawsuit nor the termination of employment of  
19 any person who has had access to any Confidential Information  
20 shall relieve such person from the terms of this Order.

20 7. This Order shall not be deemed a waiver of:

21 a. Any party's right to object to any discovery  
22 requests on any ground or to seek a protective order with  
23 respect to any such discovery request;

24 b. Any party's right to seek an order compelling  
discovery with respect to any discovery request;

1 c. Any party's right to object to the admission of  
2 any evidence on any ground;

3 d. Any party's right to seek a modification of this  
4 Order upon reasonable notice to all other parties; or

5 e. Any party's right to challenge the propriety of  
6 the designation of any material as Confidential Information at  
7 any time. Failure of any party to promptly challenge the  
8 propriety of such a designation shall not preclude that party's  
9 subsequent objection to such designation, a motion by that party  
10 to seek a determination as to the propriety of such designation  
11 or a motion by that party to otherwise modify the provisions of  
12 this Order. The designation by a party that material is  
13 Confidential shall not constitute an admission by any other  
14 party that the material is confidential.

15 8. All Confidential Information shall be returned as  
16 follows:

17 a. Within thirty (30) days after the final  
18 determination of this Action, or sooner if agreed to in writing  
19 by the parties, all Confidential Information, including  
20 originals, and subject to subparagraph (c) hereof, copies,  
21 abstracts or summaries thereof, shall be returned to the  
22 attorney for the party producing and providing the material or  
23 destroyed by the party receiving such material, and no copies  
24 thereof shall be retained by any other person; provided,  
however, that counsel of record for the parties may keep, in  
strictest confidence, one copy of any part of the Confidential  
Information produced by others that has become part of the



1 official record of this litigation. Such copy shall remain  
2 subject to the terms of this Order;

3 b. If Confidential Information is furnished to a  
4 testifying or consulting expert, investigator, other consultant,  
5 or witness, the attorney for the party using such expert,  
6 investigator, other consultant, or witness shall have the  
7 responsibility of ensuring that all such material, including  
8 copies, abstracts and summaries thereof, is returned to the  
9 party producing the same or destroyed; and

10 c. Counsel of record for each party may retain  
11 abstracts or summaries of materials, which contain counsel's  
12 mental impressions or opinions. Such abstracts or summaries,  
13 which contain or refer to Confidential Information shall,  
14 however, remain subject to the terms of this Order.

15 9. Any party in receipt of a subpoena, official agency  
16 request for information or other legal process seeking documents  
17 or other information designated Confidential by another party or  
18 entity hereunder, shall first notify the other party or entity  
19 which designated the information, in writing, of its intention  
20 to comply with that subpoena, agency request or legal process  
21 and shall give the designating party or entity sufficient notice  
22 to enable that party or entity to seek a protective order or  
23 otherwise take action to prevent disclosure. A party intending  
24 disclosure pursuant to a subpoena, agency request for  
information or other legal process shall not disclose the  
information sought until the objecting party, or entity has  
unsuccessfully exhausted all available legal or administrative  
procedures for resisting such disclosure, unless ordered by a

1 court to do so; provided, however, that if the objecting party  
2 or entity does not act to protect its interests in accordance  
3 with applicable procedural rules, including rules governing the  
4 time within action must be taken, the other party shall be  
entitled to disclose.

5 10. The parties will cooperate to establish a procedure  
6 for the use of information that has been designated Confidential  
7 at trial or during any court hearing. ~~At a minimum, that~~

The parties must seek relief from the Court ~~at the courtroom is sealed, or that~~  
as appropriate. ~~been designated Confidential is~~

~~submitted under seal, and that only the persons set forth in~~  
10 ~~paragraph 2 can be present in the courtroom when any information~~  
11 ~~that has been designated Confidential, is referenced.~~

12 11. If any party misuses or improperly discloses  
13 Confidential Information in violation of this Order, any other  
14 party may move the Court for enforcement of this Order and/or  
15 sanctions that the Court deems appropriate under the  
16 circumstances. Any party who claims that a violation of this  
17 Order has occurred shall have the burden of proof on that issue.

18 12. Each party will endeavor to make reasonable efforts to  
19 ensure that materials and documents that should bear the  
20 Confidential legend are so labeled in fact. A failure to so  
21 designate any document or material shall not be deemed a waiver  
22 of the confidentiality protection. In the event a party  
23 belatedly determines that any document or material should be  
24 designated as Confidential under this Stipulation and Order,  
such party will so notify the other party and the other party  
shall agree to accept that notification and arrange to comply

1 with the remaining provision of this Stipulation and Order to  
2 such late designated documents and materials.

3 13. Any party, persons, and entities obtaining access to  
4 Confidential Information under this Confidentiality Stipulation  
5 and Protective Order, shall use the information only for  
6 preparation and trial of the above-captioned litigation  
7 (including appeals and retrials thereof), and shall absolutely  
8 not use such information for any other purpose whatsoever,  
9 including business, governmental, commercial, or administrative  
or judicial proceedings.

10 14. Each party agrees to be bound by the terms of this  
11 Confidentiality Stipulation and Order as of the date it is  
12 executed, prior to the entry of the Order by the Court. This  
13 Confidentiality Stipulation and Order may be executed in any  
14 number of counterparts, each of which shall be deemed an  
15 original, but all of which taken together shall constitute one  
instrument.

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1 15. If a party wishes to file any Confidential Material  
 2 under seal, the party must comply with the requirements of Local  
 3 Rule IA 10-5 and the Ninth Circuit Court of Appeals' decision in  
 4 *Kamakan v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir.  
 5 2006). If a non-designating party is subpoenaed or ordered to  
 6 produce Confidential Information by another court or  
 7 administrative agency, such party shall promptly notify the  
 8 designating party of the pending subpoena or order and shall not  
 9 produce any Confidential Information until the designating party  
 10 has had a reasonable time to object or otherwise take  
 11 appropriate steps to protect such Confidential Material.

IT IS SO STIPULATED.

<p>12 Dated: 9/29/22</p> <p>13 <b>HICKS &amp; BRASIER, PLLC</b></p> <p>14 /s/ Betsy Jefferis Aguilar</p> <hr/> <p>15 <b>BETSY JEFFERIS AGUILAR, ESQ.</b>          Nevada Bar No. 12980          2630 S. Jones Blvd.          Las Vegas, Nevada 89146          Attorneys for Plaintiff</p>	<p>Dated: 9/29/22</p> <p><b>RANALLI ZANIEL FOWLER &amp; MORAN, LLC</b></p> <p>/s/ George M. Ranalli</p> <hr/> <p><b>GEORGE M. RANALLI, ESQ.</b>          Nevada Bar No. 5748  <b>JAMES F. HOLTZ, ESQ.</b>          Nevada Bar No. 8119  <b>VICKI DRISCOLL, ESQ.</b>          Nevada Bar No. 3939          2340 W. Horizon Ridge Parkway,          #100  <i>Attorney for Defendant/          Cross-Claimant, WALGREEN CO.</i></p>
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**ORDER**

It having been stipulated by and between the parties that this Stipulation for Protective Order is agreed to by the parties.

IT IS SO ORDERED.

DATED September 30, 2022

  
United States Magistrate Judge

Respectfully submitted by:

**RANALLI ZANIEL FOWLER & MORAN, LLC**

/s/ George M. Ranalli

\_\_\_\_\_  
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Nevada Bar No. 5748

**JAMES F. HOLTZ, ESQ.**

Nevada Bar No. 8119

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 Attorney for Defendant,  
 7 WALGREEN CO.

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

10 SHARLENE CRIBBS, )  
 11 ) Case No.: 2:22-cv-01167-JCM-NJK  
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 12 Plaintiff, )  
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 13 vs. )  
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 14 WALGREEN CO. dba WALGREENS, a )  
 Foreign Corporation; DOE )  
 15 EMPLOYEES OF WALGREENS, DOES )  
 1-20 and ROE BUSINESS ENTITIES )  
 16 1-20, inclusive )  
 )  
 17 Defendants. )  
 )

18  
 19 **CERTIFICATE OF COMPLIANCE**

20 I, \_\_\_\_\_, as recipient of  
 21 "Confidential" information as a result of my involvement in the  
 22 matter of CRIBBS vs. WALGREEN CO., have received a the  
**CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER** and have  
 23 reviewed it in its entirety and agree to comply with the  
 24 provisions thereof. After the conclusion of this matter, I will  
 comply with paragraph 8 by returning or immediately destroying

1 any such documents, information, copies, prints, summaries, and  
2 other reproductions of such information, identified as  
3 "Confidential".

4 DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

5 By

6 \_\_\_\_\_  
7 Print Name, Position, Business

8 \_\_\_\_\_  
9 Signature

10 SUBSCRIBED AND SWORN to before

11 me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

12 \_\_\_\_\_  
13 NOTARY PUBLIC in and for said  
14 County and State

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