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

11  
 12 RAY SHARPE,

13 Plaintiff,

14 vs.

15 RUIZ, et al.,

16 Defendants.

Case No. 2:22-cv-01624-MMD-NJK

~~PROPOSED~~ **STIPULATED**  
**PROTECTIVE ORDER**

17  
 18 The parties to this proposed Stipulated Confidentiality Agreement and Protective  
 19 Order have agreed to the terms of this Order; accordingly, it is **ORDERED**:

20 **1. Scope.** All materials produced or adduced from parties or non-parties in the  
 21 course of discovery, including initial disclosures, responses to discovery requests, responses  
 22 to subpoenas, deposition testimony and exhibits, and information derived directly  
 23 therefrom (hereinafter collectively “documents”), shall be subject to this Order concerning  
 24 Confidential Information as defined below. This Order is subject to the Local Rules of this  
 25 District and the Federal Rules of Civil Procedure on matters of procedure and calculation  
 26 of time periods.

27 **2. Confidential Information.** As used in this Order, “Confidential  
 28 Information” means information designated as “**CONFIDENTIAL-SUBJECT TO**

1 **PROTECTIVE ORDER**” or **“ATTORNEYS’ EYES ONLY”** by the producing party, after  
2 the entry of this protective order. Information designed as “Confidential Information” by  
3 the producing party must be information that the producing party believes, in good faith,  
4 would cause injury or harm to an identifiable individual or entity if disclosed publicly, such  
5 as confidential information, private financial information, private medical information,  
6 personal identification or employment records. Information designated as **“ATTORNEYS’**  
7 **EYES ONLY”** must also be of such a sensitive nature that the producing party believes, in  
8 good faith, that disclosure to a party or its representative would cause serious injury and  
9 harm to an individual or entity such that disclosure must be limited to those identified in  
10 Paragraph 4(c). Information or documents that are available to the public may not be  
11 designated as Confidential Information.

12 **3. Designation.**

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

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

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

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

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

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

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

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

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

10 (c) **Limited Third-Party Disclosures of Information marked**  
11 **“ATTORNEYS’ EYES ONLY”.** The parties and counsel for the parties shall not disclose  
12 or permit the disclosure of any Confidential Information marked **“ATTORNEYS’ EYES**  
13 **ONLY”** to any person except as set forth below in subparagraphs (1)-(6). Subject to these  
14 requirements, the following categories of persons may be allowed to review Information  
15 marked as **“ATTORNEYS’ EYES ONLY”**:

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

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

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

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

23 (5) **Author or recipient.** The author or recipient of the document  
24 (not including a person who received the document in the course  
25 of litigation);

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

27 (d) **Access by other persons.** The information produced in response to  
28 this Protective Order shall not be used for any litigation other than the matter in which it

1 is produced. Its confidentiality shall be maintained in a manner such that Plaintiff and/or  
2 any other attorney cannot use it in any of Plaintiff's current or future litigation, it can only  
3 be used in connection with Nevada Federal District Court Case No. 2:22-cv-01624-MMD-  
4 NJK. It shall not be shared with any other counsel than the parties to the Stipulation and  
5 Protective Order.

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

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

19           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Confidential Information to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
23 copies of the Confidential Information, (c) inform the person or persons to whom  
24 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
25 person or persons to execute the "Acknowledgment and Agreement to Be Bound by  
26 Stipulated Protective Order" (Exhibit A).

27           **(a) Filing of Confidential Information.** This Order does not, by itself,  
28 authorize the filing of any document under seal. Any party wishing to file a document

1 designated as Confidential Information in connection with a motion, brief or other  
2 submission to the Court must comply with LR IA 10-5.

3 **(b) No Greater Protection of Specific Documents.** Except on privilege  
4 grounds not addressed by this Order, no party may withhold information from disclosure  
5 on the ground that it requires protection greater than that afforded by this Order unless  
6 the party moves for an order providing such special protection.

7 **(c) Challenges by a Party to Designation as Confidential**  
8 **Information.** The designation of any material or document as Confidential Information is  
9 subject to challenge by any party. The following procedure shall apply to any such  
10 challenge.

11 **(1) Meet and Confer.** A party challenging the designation of  
12 Confidential Information must do so in good faith and must begin the  
13 process by conferring directly with counsel for the designating party. In  
14 conferring, the challenging party must explain the basis for its belief  
15 that the confidentiality designation was not proper and must give the  
16 designating party an opportunity to review the designated material, to  
17 reconsider the designation, and, if no change in designation is offered,  
18 to explain the basis for the designation. The designating party must  
19 respond to the challenge within five (5) business days.

20 **(2) Judicial Intervention.** A party that elects to challenge a  
21 confidentiality designation may file and serve a motion that identifies  
22 the challenged material and sets forth in detail the basis for the  
23 challenge. Each such motion must be accompanied by a competent  
24 declaration that affirms that the movant has complied with the meet  
25 and confer requirements of this procedure. The burden of persuasion in  
26 any such challenge proceeding shall be on the designating party. Until  
27 the Court rules on the challenge, all parties shall continue to treat the  
28 materials as Confidential Information under the terms of this Order.

1                   **(3) Action by the Court.** Applications to the Court for an order  
2 relating to materials or documents designated Confidential  
3 Information shall be by motion. Nothing in this Order or any action or  
4 agreement of a party under this Order limits the Court's power to make  
5 orders concerning the disclosure of documents produced in response to  
6 the subpoena duces-tecum.

7                   **(4) Use of Confidential Documents or Information at Trial.**  
8 Nothing in this Order shall be construed to affect the use of any  
9 document, material, or information at any trial or hearing. A party that  
10 intends to present or that anticipates that another party may present  
11 Confidential Information at a hearing or trial shall bring that issue to  
12 the Court's and parties' attention by motion or in a pretrial  
13 memorandum without disclosing the Confidential Information. The  
14 Court may thereafter make such orders as are necessary to govern the  
15 use of such documents or information at trial.

16           **6. Produced in Other Litigation.**

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

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

28                   **(c)** The purpose of imposing these duties is to alert the interested persons

1 to the existence of this Order and to afford the designating party in this case an opportunity  
2 to try to protect its Confidential Information in the court from which the subpoena or order  
3 issued. The designating party shall bear the burden and the expense of seeking protection  
4 in that court of its Confidential Information, and nothing in these provisions should be  
5 construed as authorizing or encouraging a receiving party in this action to disobey a lawful  
6 directive from another court. The obligations set forth in this paragraph remain in effect  
7 while the party has in its possession, custody or control Confidential Information by the  
8 other party to this case.

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

13 **8. Conclusion of Litigation.**

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

17 **(b) Obligations at Conclusion of Litigation.** Within 63 days after  
18 dismissal or entry of final judgment not subject to further appeal, all Confidential  
19 Information and documents marked “**CONFIDENTIAL - SUBJECT TO PROTECTIVE**  
20 **ORDER**” or “**ATTORNEYS’ EYES ONLY**” under this Order, including copies as defined  
21 in ¶ 3(a), shall be returned to the producing party or certify destruction of copies to  
22 producing party unless: (1) the document has been offered into evidence or filed without  
23 restriction as to disclosure; (2) the parties agree to some other procedure; or (3) as to  
24 documents bearing the notations, summations, or other mental impressions of the receiving  
25 party, that party elects to destroy the documents and certifies to the producing party that  
26 it has done so.

27 **(c) Retention of Work Product and one set of Filed Documents.**  
28 Notwithstanding the above requirements to return or destroy documents, counsel may



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

The Court is unclear as to the purpose of this provision, as documents are not deleted from CMECF. ~~Deletion of Documents filed under Seal from Electronic Case stem. Filings under seal shall be deleted from the ECF system only upon order of the Court.~~

11 **9. No Effect on Rendering Legal Advice.** Nothing in this Order shall bar or  
12 otherwise prevent any attorney herein from (1) rendering advice to his or her client with  
13 respect to this litigation and in the course thereof, from relying upon his or her  
14 examination or knowledge of Confidential Information and any information derived  
15 therefrom, or (2) providing his or her client information about the *type* of information  
16 designated as Confidential Information in order to provide legal advice regarding the  
17 designation and whether to challenge the same; provided, however, that in rendering such  
18 advice and in otherwise communicating with his or her client, such attorney shall not  
19 provide or show copies of the Confidential Information produced by another party or party  
20 herein to any person who is not authorized to receive such information under the  
21 provisions of this Order.

22 **10. Order Subject to Modification.** This Order shall be subject to modification  
23 by the Court on its own initiative or on motion of a party or any other person with standing  
24 concerning the subject matter.

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

4 Dated this 9th day of May 2024.

Dated this 9th day of May 2024.

5 AARON D. FORD  
6 NEVADA ATTORNEY GENERAL

7 By: /s/ Andrew C. Nelson

8 ANDREW C. NELSON  
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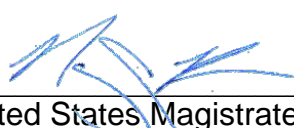
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*Attorneys for Plaintiff, Raymond Sharpe*

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
United States Magistrate Judge

**DATED:** May 10, 2024