

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, NV 89144
(702) 382-1500

1 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
JOSEPH P. GARIN, ESQ.
2 Nevada Bar No. 6653
JESSICA A. GREEN, ESQ.
3 Nevada Bar No. 12383
9900 Covington Cross Drive, Suite 120
4 Las Vegas, NV 89144
Telephone: (702) 382-1500
5 Facsimile: (702) 382-1512
jgarin@lipsonneilson.com
6 jgreen@lipsonneilson.com

7 *Attorneys for Defendant*
8 *QBE First Insurance Agency, Inc.,*
QBE Americas, Inc., and
9 *Empire Fire and Marine Insurance Company*

10 UNITED STATES DISTRICT COURT
11 DISTRICT OF NEVADA

12 * * *

13 DALE AND APRIL EDELSTEIN, husband) CASE NO.: 3:14-cv-00581-RCJ-WGC
and wife,)
14)
Plaintiffs,)
15 vs.)
16) **STIPULATED CONFIDENTIALITY**
EMPIRE FIRE AND MARINE INSURANCE) **AND PROTECTIVE ORDER**
COMPANY, a Nebraska Corporation; QBE)
17 FIRST INSURANCE AGENCY, INC., a)
California Corporation; QBE AMERICAS,)
18 INC., a Delaware corporation; DOES I-XXX;)
and ABC CORPORATIONS A-Z, inclusive,)
19)
20 Defendants.)

21
22 Defendants Empire Fire and Marine Insurance Company, QBE First Insurance Agency,
23 Inc., and QBE Americas, Inc., by and through their undersigned counsel, and Plaintiffs Dale
24 and April Edelstein by and through their undersigned counsel, hereby stipulate and agree to
25 the following:

26 WHEREAS, Plaintiffs served Requests for Production on the Defendants seeking the
27 production of certain information in relation to the above-referenced matter;

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1 WHEREAS, the scope of the Requests for Production include certain documents
2 alleged to be confidential and sensitive information related to the Defendants;

3 WHEREAS, the Defendants desire to maintain the confidentiality of this information by
4 entering into a Confidentiality and Protective Order with the Plaintiffs;

5 THEREFORE, the Plaintiffs and Defendants all agree to be governed by and subject
6 to the terms and conditions set forth herein:

7 1. **Confidential Information.** In providing discovery materials, Defendants may
8 designate as "CONFIDENTIAL" the whole or part of the discovery material which constitutes
9 trade secrets, know-how, proprietary data, marketing information, contracts, financial
10 information, security information, confidential employee information, surveillance information
11 and/or similar commercially sensitive business and/or employee information or data which the
12 Defendants in good faith believe in fact is confidential or that unprotected disclosures might
13 result in economic or competitive injury, and which is not publicly known and cannot be
14 ascertained from an inspection of publicly available documents, materials, or devices.

15 2. **Designation of Confidential Information.** If Defendants determine that any
16 of their documents or things or responses produced in the course of discovery in this action
17 should be designated as provided in Section 1 and, therefore, constitute "Confidential
18 Information" they shall advise the other party ("Receiving Party") who has received such
19 information of this fact, and all copies of such document(s); or things or response to portions
20 thereof deemed to be Confidential shall be marked "CONFIDENTIAL" at the expense of
21 Defendants and treated accordingly by the Receiving Party.

22 In the event any party marks any document or testimony "CONFIDENTIAL" which the
23 other party believes is not confidential or proprietary in nature, the parties shall within thirty
24 (30) days of the production of the questioned documents, meet and confer in good faith
25 regarding removal of the "CONFIDENTIAL" designation. In the event the parties are unable
26 to reach an agreement regarding designation of the documents as Confidential Documents
27 subject to this Agreement or designation of testimony as subject to the restrictions of this
28 Agreement, the party opposing the designation shall move the Court for an order

1 de-designating the subject documents as "CONFIDENTIAL." Nothing within this Agreement
2 or corresponding order shall preclude either party from making such motion. The burden of
3 persuasion of any challenge proceeding shall be on the designating party. The parties agree
4 to continue to afford the material confidential protection until the Court rules on any such
5 motion.

6 3. **Use of Confidential Information.** All Confidential Information designated or
7 marked as provided herein shall be used by the Receiving Party solely for the purpose of this
8 lawsuit, and shall not be disclosed to anyone other than those persons identified herein in
9 Sections 4 or 5 shall be handled in the matter set forth herein until such designation is
10 removed by the Defendants or by Order of the Court. Such Confidential Information shall not
11 be used by any Receiving Party or other person granted access thereto under this Stipulated
12 and Order for any purpose, including, but not limited to, a business or competitive purpose.
13 Nothing herein shall preclude Defendants from using their own Confidential Information.

14 4. **Disclosure of Confidential Information.** Confidential Information produced
15 pursuant to this Order may be disclosed or made available only to the Court and to the
16 persons designated below:

- 17 a. Retained counsel and in-house counsel for a party (including attorneys
18 associated with the law firm of counsel and the paralegal, clerical, and
19 secretarial staff employed by such counsel);
- 20 b. A party, or officers, directors, and employees of a party deemed
21 necessary by counsel to aid in the prosecution, defense, or settlement of
22 this action;
- 23 c. Outside experts or consultants (together with clerical staff) retained by
24 such counsel to assist in the prosecution, defense, or settlement of this
25 action;
- 26 d. Clerical and data processing personnel involved in the production,
27 reproduction, organizing, filing, coding, cataloging, converting, storing,
28

- 1 retrieving, and review of discovery material, to the extent reasonably
- 2 necessary to assist a party or its counsel in these proceedings;
- 3 e. The Court and its staff and any other court, tribunal, or dispute resolution
- 4 officer duly appointed, chosen, or assigned in connection with this
- 5 lawsuit;
- 6 f. Court reporter(s) and videographer(s) employed in this action; and
- 7 g. Any other person as to whom the parties agree in writing or that the Court
- 8 in these proceedings designates.

9 Any person to whom Confidential Information is disclosed pursuant to subparts (a)

10 through (e) and (g) of Section 4 shall be advised that the Confidential Information is being

11 disclosed pursuant to an Order of the Court, that the information may not be disclosed by such

12 person to any person not permitted to have access to the Confidential Information pursuant

13 to this Protective Order, and that any violation of this Protective Order may result in the

14 imposition of such sanctions as the Court deems proper. This restriction is not applicable to

15 the presentation of evidence at trial, nor shall it be utilized to limit and/or restricting or closing

16 the trial to the public.

17 **5. Filing of Confidential Information with the Court.** Any documents which have

18 been designated as containing Confidential Information or any pleading or memorandum

19 reproducing or containing such information shall be filed with the Court under seal and

20 accompanied by a motion for leave to file under seal in conformance with United States

21 District Court for the State of Nevada Local Rule 10-5 ("LR10-5"). Upon seeking leave to file

22 or submit a filing under seal, the parties agree to send full and complete copies of the

23 proposed sealed filing, with all exhibits, electronically as soon as reasonably possible to the

24 other party, as well as mailing, via first class mail or comparable means, a paper copy of the

25 entire filing, including exhibits.

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1 6. **Copies, Summaries, or Abstracts.** Any copies, explicit summaries, or
2 abstracts, or exact duplications of Confidential Information shall be marked "CONFIDENTIAL"
3 and shall be considered Confidential Information subject to the terms and conditions of this
4 Order.

5 7. **Designation of Confidential Information.** Documents and other discovery
6 materials (or portions thereof) constituting, comprising, containing or referring to Confidential
7 Information, in whole or in part, shall be identified by being marked or stamped as
8 "CONFIDENTIAL." With respect to a multi-page document that contains Confidential
9 Information, the designation should be made, to the extent possible, on each page of the
10 document. If designation in this manner is impossible or impractical, Defendants may use such
11 other method of designation as is reasonable under the circumstances.

12 8. **Use in Court.** In the event that any Confidential Information is used in any Court
13 proceeding in this action, it shall not lose its confidential status throughout such use, and the
14 party using such shall take all reasonable steps to maintain its confidentiality during such use.
15 Nothing in this Protective Order, or designations of confidentiality hereunder, shall in any way
16 affect the treatment of Confidential Information at the trial of this action.

17 9. **Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in
18 another action or proceeding, (b) is served with a demand in another action or proceeding in
19 which it is a party, or (c) is served with any legal process by one not a party to this Stipulation
20 and Order, seeking discovery materials which were produced or designated as Confidential
21 Information pursuant to this Stipulation and Oder, the Receiving Party shall give prompt actual
22 written notice by hand, electronic, or facsimile transmission to Defendants within three (3)
23 business days of receipt of such subpoena, demand, or legal process or such shorter notice
24 as may be required to provide the Defendants with the opportunity to object to the immediate
25 production of the requested discovery materials to the extent permitted by law. Should the
26 person seeking access to Confidential Discovery Materials take action against the Receiving
27 Party or anyone else covered by this Stipulation and Order to enforce such a subpoena,
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1 demand, or other legal process, the Receiving Party shall respond by setting forth the
2 existence of this Stipulation and Order.

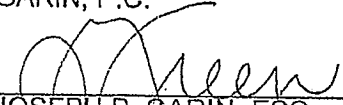
3 10. Order Survives Termination. This Order shall survive termination of this action.
4 and the Court shall retain jurisdiction to resolve any dispute concerning the use of information
5 disclosed hereunder.

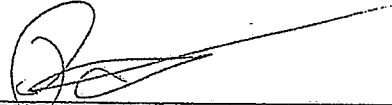
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7 Dated this 11 day of June, 2015.

Dated this 11th day of June, 2015.

8 LIPSON, NEILSON, COLE, SELTZER &
GARIN, P.C.

LEVERTY & ASSOCIATES LAW CHTD.

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11 JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
12 JESSICA A. GREEN, ESQ.
Nevada Bar No. 12383
13 9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
Attorneys for Defendant

14 VERNON E. LEVERTY, ESQ.
Nevada Bar No. 1266
15 PATRICK R. LEVERTY, ESQ.
Nevada Bar No. 8840
832 Willow Street
16 Reno, NV 89502

and

17 QBE First Insurance Agency, Inc.,
18 QBE Americas, Inc., and
19 Empire Fire and Marine Insurance
20 Company


21 Curtis B. Coulter, Esq.
Law Officers of Curtis B. Coulter, P.C.
403 Hill Street
22 Reno, NV 89501

Attorneys for Plaintiffs

ORDER

23 As corrected above in paragraph 10, the court declines to retain jurisdiction
24 after the termination of this action.

25 **IT IS SO ORDERED.**

26 
27 UNITED STATES MAGISTRATE JUDGE
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