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7 **Attorneys for Plaintiff**
 8 **PNC BANK NATIONAL ASSOCIATION**

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 PNC BANK, N.A.,

12 Plaintiff,

13 v.

14 WINGFIELD SPRINGS COMMUNITY
 ASSOCIATION; WILLIAM WON HOLDINGS,
 15 LLC; DOES 1 through 10, inclusive; and all
 others who claim interest in the subject property
 16 located at 7118 Valliant Drive, Sparks, NV
 89436,

17 Defendants.

18 WILLIAM WON HOLDINGS, LLC.

19 Counterclaimant,

20 v.

21 PNC BANK, N.A.,

22 Counter-Defendant.

23 WINGFIELD SPRINGS COMMUNITY
 24 ASSOCIATION.

25 Third Party Plaintiff,

26 v.

27 ATC COLLECTION GROUP, LLC,

28 Third Party Defendant.

CASE NO. 3:15-cv-00349-MMD-VPC

**FIRST STIPULATED PROTECTIVE
 ORDER GOVERNING DISCOVERY**



1 PNC Bank, National Association (“PNC”), Wingfield Springs Community Association
2 (“HOA”), William Won Holdings, LLC (“WWH”) and ATC Collection Group, LLC (“ATC”)
3 hereby stipulate as follows:

4 1. PNC intends to supplement its Fed. R. Civ. P. 26(a)(1) Initial Disclosure of Witnesses
5 and Documents with records related to Federal Home Loan Mortgage Corporation’s (“Freddie
6 Mac”) purchase of the loan secured by real property commonly known as 7118 Valliant Drive,
7 Sparks, NV 89436 (the “Property”).

8 2. The supplemental production contains confidential, proprietary and commercially
9 sensitive documents reflecting Freddie Mac’s purchase of mortgage loans and other documents,
10 materials, things, or information that reflect or otherwise disclose the terms governing Freddie Mac’s
11 purchase of loans secured by property sited in the State of Nevada. These documents, materials, and
12 any information derived therefrom are hereinafter referred to as “Protected Materials.” PNC believes
13 that disclosure of the Protected Materials could irreparably harm Freddie Mac by, among other
14 things, revealing its confidential business strategies and practices.

15 3. PNC acknowledges the HOA’s, WWH’s, ATC’s and the Court’s interest in analyzing
16 these documents and materials. The HOA, WWH and ATC acknowledge PNC’s interests in
17 restricting disclosure of confidential information.

18 4. PNC will produce confidential materials in electronic form subject to the conditions
19 in this First Stipulated Protective Order Governing Discovery (“Protective Order”).

20 a. For information in documentary form, PNC will designate Protected Materials
21 as such by stamping them as “CONFIDENTIAL.”

22 b. For deposition transcripts and/or exhibits, PNC may designate any portion of
23 the testimony as “CONFIDENTIAL” in writing on or before the later of: (i) thirty calendar days
24 after receipt of the final transcript or (ii) the date by which any review by the witness and statement
25 of changes to the transcript are to be completed under Fed. R. Civ. P. 30(e). The entire testimony
26 shall be deemed to have been designated “CONFIDENTIAL” until the time within which the
27 transcript may be designated “CONFIDENTIAL” or has expired. If testimony is not designated
28 within the prescribed time period, then such testimony shall not be deemed “CONFIDENTIAL.”

1 5. Any party receiving Protected Materials (including those persons listed in paragraph
2 7) may not disclose the Protected Materials to anyone except in accordance with the terms of this
3 Protective Order.

4 6. The HOA, WWH or ATC may at any time challenge the designation of any Protected
5 Material on the grounds that it does not qualify for protection. The HOA, WWH or ATC must do so
6 in good faith and must begin the process by notifying PNC in writing of the challenge, setting forth
7 in reasonable detail the reasons for the challenge and identifying the challenged Protected Material
8 by Bates number.

9 a. If PNC agrees with the challenge by HOA, WWH or ATC, it will promptly
10 notify the HOA, WWH and ATC that it is withdrawing or changing the designation.

11 b. If PNC does not agree with the challenge by HOA, WWH or ATC, PNC and
12 the HOA, WWH and ATC shall, within ten calendar days after service of the written objections,
13 meet and confer concerning the challenge.

14 c. If the parties are not able to resolve a dispute about a confidentiality
15 designation during the meet and confer process, the HOA, WWH or ATC may seek relief from the
16 Court in accordance with its rules and procedures. Until the Court rules on the dispute, all parties
17 shall continue to afford the Protected Material in question the level of protection to which it is
18 entitled by its original designation.

19 7. The Protected Materials may be disclosed by the receiving party only to persons
20 listed in (a)–(f) below:

21 a. Counsel for the HOA, WWH and ATC (including both outside and in-house
22 counsel), including their associates, staff and contract attorneys, clerks, and secretarial and clerical
23 personnel;

24 b. The HOA's, WWH's and ATC's current officers, directors, and employees
25 who are responsible for overseeing or assisting with this litigation;

26 c. Any Court that has jurisdiction over this civil action (subject to the provisions
27 of paragraph 8 below);

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1 d. Qualified persons taking testimony involving such information, and necessary
2 stenographic, videotape and clerical personnel;

3 e. Independent experts, advisers, or consultants who are assisting counsel in the
4 prosecution or defense of the action (and their secretarial and clerical personnel); and,

5 f. Bona fide potential and actual witnesses, who prepared or reviewed the
6 Protected Materials contemporaneous with their preparation or distribution, or who have or purport
7 to have knowledge of information contained within the Protected Materials, which was
8 contemporaneously and lawfully acquired.

9 8. Such disclosures are authorized only to the extent necessary to prosecute or defend
10 the claims and/or counterclaims in this action. Counsel for the HOA, WWH and ATC shall maintain
11 a list of all persons to whom the documents, to include any information contained in or derived from
12 them, have been disclosed, and the specific documents disclosed to each such person. However, in-
13 house and outside counsel representing a party in this litigation, including associate attorneys, staff
14 and contract attorneys, paralegals, secretaries, and clerical assistants, need not be identified on the
15 foregoing list. Upon conclusion of this action in the District Court (whether by judgment, settlement,
16 or otherwise), copies of the list shall be provided to a requesting party upon motion to the Court and
17 the Court's determination that good cause exists. Upon a prima facie showing that an improper
18 disclosure has been made, the Court on application may order the production of such lists before the
19 termination of the action. Nothing in this protective order shall prevent outside counsel from
20 providing legal advice to their clients provided that the advice does not reveal the substance of the
21 Protected Materials.

22 9. Nothing in this Protective Order shall prevent any party from using excerpts of
23 information from the Protected Materials in connection with any hearing, motion, brief, appeal, or
24 other proceeding in this action. However, if any Party uses any part of the Protected Materials—to
25 include information derived from the Protected Materials—protected by the instant order, whether
26 at a single hearing, or in a single motion, brief, appeal or other proceeding in this action or at
27 multiple hearings, or in a multiple motions, briefs, appeals or other proceedings, that material must
28 be filed under seal. Unless otherwise permitted by statute, rule or prior court order, papers filed with

1 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
2 documents under seal, and shall be filed consistent with the court's electronic filing procedures in
3 accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the party
4 seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public
5 access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir.
6 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010).

7 10. Nothing in this Protective Order shall prevent the use in open court, at any hearing or
8 at trial of this case, of any material that is subject to this Protective Order or filed under seal pursuant
9 to the provisions herein. Any court hearing which refers to or describes information filed under seal
10 in accordance with this Protective Order, in the Court's discretion, may be held *in camera*. Any
11 party desiring that hearings or any portion thereof be held *in camera*, or that the trial or any portion
12 thereof be conducted *in camera*, may make a separate motion requesting such treatment.

13 11. If any person receiving the Protected Materials or information that would reveal a
14 material portion of the Protected Materials' content (the "Receiver") (a) is subpoenaed in another
15 action; or (b) is served with a demand in another action to which he or she is a party; or (c) is served
16 with any other legal process by one not a party to the Litigation, seeking the Protected Materials or
17 information that would reveal a material portion of the Protected Materials' content, the Receiver
18 shall give prompt written notice of such to PNC and object to its production. Should the person
19 seeking access to the information take further action against the Receiver to enforce such a
20 subpoena, demand or other legal process, the Receiver shall respond by setting forth the existence of
21 this Protective Order and give prompt written notice of such to PNC and object to its production.
22 Nothing herein shall require the Receiver to challenge or appeal any order requiring production of
23 Protected Materials covered by this Protective Order, or to subject himself or herself to any penalties
24 for non-compliance with any legal process or order, or to seek any relief from any court. No party
25 shall oppose a producing party's efforts to challenge a subpoena, demand, or other legal process
26 calling for the production of these Protected Materials or any material subject to this Protective
27 Order.

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1 12. Any inadvertent disclosure of the Protected Materials or any information contained in
2 or derived from the Protected Materials by any party to this action to any other party, person or
3 entity shall not be deemed a waiver of the confidentiality of the information contained therein. Any
4 such inadvertently disclosed information shall be returned immediately to the disclosing party upon
5 the discovery thereof. In the event such disclosure is to a non-party, the disclosing party must
6 immediately demand return of the disclosed material and if the demand is rejected file a motion in
7 the appropriate court to obtain an order directing return of the property, and in this action promptly
8 submit a notice of such motion.

9 13. In agreeing to terms of this Protective Order, the Parties have not waived:

10 a. any right to seek another order from the Court with regard to any document,
11 information, or testimony, whether or not within the purview of this Protective Order;

12 b. any right to take any other actions available to such party under law with
13 regard to any invasion of privacy or breach of confidentiality; and

14 c. any right to object to the admissibility of any document or testimony on any
15 grounds.

16 14. Within ninety days of the conclusion of this action in the District Court (whether by
17 judgment, settlement, or otherwise), the receiving party must destroy all copies of the Protected
18 Materials and any information that could reasonably reveal a material portion of the Protected
19 Materials' contents, and must so notify the Designating Party. Materials produced in this matter shall
20 remain subject to this Protective Order notwithstanding the conclusion of the matter. A receiving
21 party may retain one copy of the Protected Materials during the period within which an appeal may
22 be filed pursuant to Fed. R. App. P. 4(a), and, in the event of an appeal, for the duration any period
23 of the appeal, and if an appeal results in remand to the district court, for the duration of the action in
24 district court following remand.

25 15. Compliance with the terms of this Protective Order is not intended to, nor shall it:

26 a. prejudice in any way the rights of any party to object to the production of
27 documents or otherwise to object to the disclosure of information in any other discovery request it
28 considers not subject to discovery;

b. prejudice in any way the right of any party to seek a determination by the Court (i) whether particular discovery materials should be produced; or (ii) if produced, whether such material should be subject to the terms of this Protective Order;

c. operate as a waiver of any claim or defense asserted by the Parties or of the right, if any, of any party to make any other type of objection, claim or other response.

16. The Court shall retain jurisdiction over the Parties for the purpose of enforcing the Protective Order.

17. This Protective Order may be executed in counterparts, each of which will be deemed original, and this Protective Order shall become effective upon execution by all Parties hereto.

DATED this 29th day of June, 2016.

DATED this 29th day of June, 2016.

WOLFE & WYMAN LLP

BOYACK ORME & TAYLOR

By: /s/ Richard G. Verlander
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Attorneys for Defendant Wingfield Springs Community Association

DATED this 29th day of June, 2016.

DATED this 29th day of June, 2016.

LAW OFFICES OF DAVID E. ADKINS

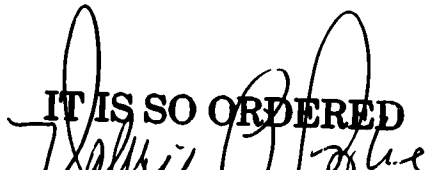
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IT IS SO ORDERED

U.S. MAGISTRATE JUDGE

DATED: July 19, 2016

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW



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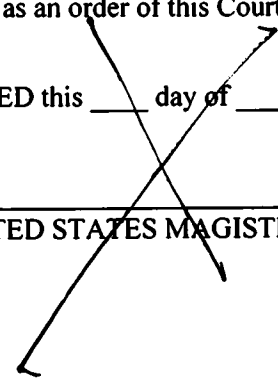
ORDER

It is hereby ORDERED that:

This Stipulated Protective Order is entered as an order of this Court.

DATED this ___ day of _____, 2016.

UNITED STATES MAGISTRATE JUDGE



CERTIFICATE OF SERVICE

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On July 15, 2016, I served the **FIRST STIPULATED PROTECTIVE ORDER**

GOVERNING DISCOVERY by the following means to the persons as listed below:

 X a. ECF System (you must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary):

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Attorney for ATC COLLECTION GROUP

_____ b. United States Mail, postage fully pre-paid (List persons and addresses. Attach additional paper if necessary):

By: /s/ Stacy Warner
Stacy Warner, an employee of
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