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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Case No.: 3:16-cv-00388-LRH-WGC

STIPULATED PROTECTIVE ORDER

CATHY BENSON, SAMANTHA AGUILAR, DINORA BACA, PRICILLA CALVERT, JOSE CANO, PHUNG CAO, DINH CAO-TRUONG, MARIA CARRILLO, MARIA CASTELLANOS, MAY CHAN, MARIA CHAVARIN, MARIA CHAVEZ-TRUJILLO, WU CHEN, GING CHUNG, ISMAELA CRUZ, KAREN D'AGOSTINO, TERESA DAVIS, ANJANETTE DAY, ROSALBA DIAZ, MYRINA DRUMMER, DIANA ELLISON, SIU FONG, JACQUELINE FORSTER, LUZVIMINADA GALINDO, BEN GALLARDO, LETICIA GARCIA, MARIXA GARCIA, AURORA GARCIA DE JACINTO, MARIA GARCIA-LEON, FLOYD GLOVER, MARIA GONZALEZ, XIU XIA HUANG, QUAN HUANG, CHIU HUI, MANUELA HURTADO, EVANGELINE JUAREZ, MARICELA JUAREZ, CRISTINA KIRK, CUI KUANG, JIAN KUANG, FONG LAM, YUE LEE, ZHONG LI, XIU LI, TU LONG, MARIA MARQUEZ, MARIA MARTINEZ, MANUEL MEJIA, ROSALBA MENDEZ, SARA MONTOYA, DENISE NAVARRO, MARIA OLIVA, DOMITRINI ORDOVEZA, ANA ORNELAS, ROSA PADILLA,

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12 BETTYE WILLIAMS, JIN XIAO, YI XU,
13 JUAN ZHEN, XUELAN ZHONG, and
14 BOQUAN ZHU on behalf of themselves and
15 all others similarly situated,

16
17 Plaintiffs,

18 vs.

19 HG STAFFING, LLC, MEI-GSR
20 HOLDINGS LLC d/b/a GRAND SIERRA
21 RESORT, and DOES 1 through 50, inclusive,

22 Defendants.

23
24 In order to protect the confidentiality of confidential, private, and personal information
25 obtained by the Parties in connection with this case, the Parties hereby agree to the entry of this
26 Stipulated Protective Order submitted by Plaintiffs and Defendant HG STAFFING, LLC, MEI-
27 GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT (hereinafter the “Parties”), by which
28 the Parties agree, and the Court finds, pursuant to FRCP 26(c), that good cause exists to
support the entry of a protective order over the discovery and dissemination of certain
information deemed confidential by one of the Parties. This Stipulated Protective Order will
expedite the disclosure of information and production of documents protected by privilege or
statutes, preserve the confidentiality of such information, protect privacy interests of the Parties
and non-parties, and help to avoid potential discovery disputes related to information that is
designated confidential. The Court, being fully advised, hereby ORDERS as follows:

GENERAL PROVISIONS

1
2 1. In this action, at least one of the Parties has sought and/or is seeking discovery
3 of Confidential Material (as defined in paragraph 5 below). This Protective Order shall apply to
4 all documents, materials, and information that is sought by a party either from other parties to
5 this litigation or from any third party with possession or custody of Confidential Material
6 during discovery, including without limitation, documents produced, answers to
7 interrogatories, responses to requests for admission, deposition testimony, and other
8 information disclosed pursuant to the disclosure or discovery duties created by the Federal
9 Rules of Civil Procedure. The Parties assert the disclosure of Confidential Material outside the
10 scope of this litigation could result in significant injury to one or more of the Parties' business
11 or privacy interests, and/or could result in significant injury to a third party's privacy interests,
12 as well as potentially impacting or resulting in the inadvertent waiver of the attorney-client
13 privilege. The Parties have entered into this Stipulation and request the Court enter this
14 Protective Order for the purpose of preventing the disclosure and use of Confidential Material
15 except as set forth herein, and to prevent the inadvertent waiver of any applicable privilege.

16 2. As used in this Protective Order, "document" is defined as designated in FRCP
17 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this
18 term.

19 3. This Protective Order may be modified by the Court at any time for good cause
20 shown following notice to all Parties and an opportunity for them to be heard.

21 4. Nothing in this Protective Order shall prevent any party or other person from
22 seeking modification of this Order, from objecting to discovery that the party or other person
23 believes to be improper, or from filing a motion with respect to the manner in which
24 Confidential Material shall be treated at trial. Moreover, nothing in this Protective Order shall
25 prejudice the right of any party to contest the alleged relevancy, admissibility, or
26 discoverability of information designated as Confidential Material or information sought in
27 discovery.

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CONFIDENTIAL MATERIAL

1
2 5. “Confidential Material” means those documents, personal information, trade
3 secrets, or sensitive commercial information that the designating party believes to be protected
4 by law, including FRCP 26, and is designated by one of the Parties in the manner provided in
5 paragraph 15 below, the disclosure of which the designating party believes may implicate the
6 privacy interests of Plaintiffs, Defendants, third parties and/or information contained in
7 confidential business records and communications by the designating party or a third party
8 with possession or custody of such information. Any information designated by a party as
9 confidential will first be reviewed by counsel, and designation will be based on a good faith
10 belief that the information is confidential and entitled to protection under the law, including
11 Rule 26. The documents or information so designated shall be deemed “Confidential Material”
12 subject to this Protective Order. Confidential Material does not include (a) any information
13 that is in the public domain at the time of disclosure to a Receiving Party or becomes part of
14 the public domain after its disclosure to a Receiving Party as a result of publication not
15 involving a violation of this Order, including becoming part of the public record through trial
16 or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or
17 obtained by the Receiving Party after the disclosure from a source who obtained the
18 information lawfully and was not under any obligation of confidentiality to the Designating
19 Party.

20 6. Exercise of Restraint and Care in Designating Material for Protection. Each
21 Party or Non-Party that designates information or items for protection under this Order must
22 take care to limit any such designation to specific material that qualifies under the appropriate
23 standards. The Designating Party must designate for protection only those pages of a
24 document which qualify as Confidential Material, in order to avoid sweeping an entire
25 document unjustifiably within the ambit of this Order, where only some pages contain
26 Confidential Material. Nevertheless, where the burden of designating individual pages of a
27 document would outweigh the benefit to full and open proceedings, the entire document may
28 been designated confidential. Indiscriminate designations of confidentiality, however, are

1 inconsistent with this Order. If it comes to a Designating Party's attention that information or
2 items that it designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the mistaken designation.

4 7. Confidential Material shall not be disclosed to any person or entity not a party
5 to this lawsuit except as expressly provided herein. Confidential Material shall only be used by
6 the Parties in this lawsuit, including any appeal. Confidential Material shall not be disclosed to
7 any person or entity other than the Parties to this suit, counsel who have entered an appearance
8 in this case and their staff, judges, magistrates, law clerks and other clerical personnel of the
9 Court before which the action is pending, and other individuals as designated in paragraph 11
10 of this Protective Order.

11 8. Any Confidential Material produced during the course of this action shall be
12 used solely for the purposes of this action between the Parties in this suit only, and shall not be
13 disclosed or used for any other purpose including, but not limited to, any business, commercial,
14 competitive, or publicity purpose. All obligations and duties arising under this Protective Order
15 shall survive the conclusion of this action.

16 9. Nothing herein shall prevent disclosure beyond the terms of this Order if this
17 Court, after notice to all affected Parties, orders such disclosure.

18 10. It shall be the responsibility of counsel to take reasonable and proper steps to
19 ensure that this Protective Order and all provisions hereof are made known to any person who
20 shall examine Confidential Material as provided herein. Counsel to the Parties are required to
21 advise, instruct, and supervise all associates, staff, experts and employees to keep designated
22 Confidential Material confidential in the strictest possible fashion. Counsel and the Parties also
23 agree to the same treatment of the information by themselves, and counsel will appropriately
24 instruct their clients as to the protected nature of the information produced pursuant to this
25 Protective Order, including the limitations on its use and disclosure.

26 11. Given its confidential status, all Confidential Material, including any and all
27 copies thereof, shall be kept by counsel, and any person to whom it is provided, in an
28 appropriately safe place. Except as otherwise provided, access to any Confidential Material

1 shall be limited solely to the following persons:

2 a. Counsel for the Parties and their staff, including associates, legal assistants, and
3 paralegals other support employees who have a demonstrable need for such Confidential
4 Material for purposes of this litigation;

5 b. Outside vendors retained by counsel for the Parties, including experts,
6 messenger, copy, coding, and other clerical services, including document processing and
7 conversion, archiving and database services, electronic data processing firms and personnel,
8 translators, and interpreters;

9 c. Plaintiff, Defendant, whether third party or otherwise, and any officers,
10 directors, agents, or employees of Plaintiff and Defendant who have a need for such
11 Confidential Material disclosure for purposes of this litigation;

12 d. The author or recipient of a document containing the Confidential Material, or a
13 custodian or other person who otherwise possessed or knew the information;

14 e. The Court and persons employed by the Court, including jury personnel and
15 stenographers transcribing the testimony or argument at a hearing, trial, or deposition in this
16 action, or any appeal therefrom;

17 f. With the exception of witnesses while testifying at trial, or persons who either
18 authored or previously received Confidential Material, such information may be disclosed to
19 other persons not authorized by this Protective Order only with the mutual agreement in
20 writing between and among counsel for the Parties, or on the record in deposition or hearing, in
21 advance of any disclosure to such person.

22 12. All copies, excerpts, or summaries made, shown or given to those authorized
23 hereby and according to the provisions hereof shall be stamped to indicate the protected and
24 confidential nature of the disclosed information. Review of Confidential Material by counsel,
25 experts, or consultants for the litigation will not constitute any waiver of the confidentiality of
26 the document or of any objections to production. The inadvertent, unintentional, or in camera
27 disclosure of Confidential Material shall not, under any circumstances, be deemed a waiver, in
28 whole or in part, of any claims of confidentiality.

1 13. All documents submitted to the Court which attach, quote from, or refer to
2 Confidential Materials shall be electronically filed under seal with reference to this Protective
3 Order to ensure that the documents are protected as set forth in this Protective Order. Unless
4 otherwise permitted by statute, rule, or prior court order, Documents filed with the Court under
5 seal shall be accompanied by a contemporaneous motion for leave to file those documents
6 under seal, and shall be filed consistent with the Court’s electronic filing procedures in
7 accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the
8 party seeking to file a paper under seal bears the burden of overcoming the presumption in
9 favor of public access to papers filed in court. See *Kamakana v. City & Cty. of Honolulu*, 447
10 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677-78 (9th Cir.
11 2010); *Center for Auto Safety c. Chrysler Group, LLC*, 809 F.3d 1092 (2016). In the event the
12 Court refuses to allow the filing under seal of such information designated as Confidential
13 Material, a party shall still be permitted to file such information, but it will continue to be
14 treated as confidential in all other respects. The Court’s ruling shall not preclude the filing of
15 the document, or otherwise affect the confidentiality designation.

16 14. If, through inadvertence, a party provides any documents or information
17 containing Confidential Material without designating the material as such, the party may
18 subsequently inform the other parties in writing of the Confidential Material status of the
19 documents or information. The parties in receipt of that inadvertently disclosed Confidential
20 Material shall thereafter treat the disclosed material as Confidential Material in accordance
21 with the written notification of the inadvertent disclosure. The Parties in receipt of the
22 inadvertently disclosed Confidential Material shall take reasonable steps to advise persons to
23 whom disclosure was made prior to receipt of a Confidential Material designation and of this
24 Protective Order, but shall not otherwise be required to retrieve or take any action to protect the
25 confidentiality of information or copies of documents disclosed prior to the receipt of the
26 Confidential Material designation. If a party produces any documents or information that is not
27 designated as Confidential Material and which another party believes is subject to designation
28 as Confidential Material, the receiving party may designate the material as Confidential

1 Material by notifying the other Parties of the designation, and if any other party disagrees with
2 the designation, it may follow the procedures set forth in Paragraph 15. If a party inadvertently
3 produces documents which are subject to the attorney-client privilege or work product
4 protection, the Parties shall follow the procedures set forth in Fed. R. Evid. 502 and FRCP
5 26(b)(5)(B).

6 15. Where Confidential Material is produced, provided, or otherwise disclosed by a
7 party in response to any discovery request, it will be designated in one of the following
8 manners:

9 a. By imprinting the word “Confidential” on each confidential page of any
10 document produced (in a manner that will not interfere with their legibility);

11 b. By imprinting the word “Confidential” next to or above any response to a
12 discovery request; and

13 c. With respect to transcribed testimony, whenever a deposition involves the
14 disclosure of Confidential Material, the confidential portions thereof shall be designated as
15 Confidential and subject to this Protective Order. Such designation may be made on the record
16 during the deposition, but must also be made by giving written notice to opposing counsel
17 designating by page and line number which portions are “Confidential” no later than 21
18 calendar days after receipt of the transcribed testimony. During the 21-day period, counsel for
19 the Parties shall treat the entire transcript as if it had been designated as “Confidential.”

20 16. A party may object to the designation of particular documents as Confidential
21 Material by giving written notice to the party designating the disputed information. The written
22 notice shall identify the information to which the objection is made. The objection to a
23 designation as Confidential Material may be raised at any time; a party does not waive its right
24 to challenge a confidentiality designation by electing not to mount a challenge immediately
25 after the original designation is disclosed.

26 All counsel shall then make a reasonable, good-faith effort to resolve any e discovery
27 dispute without the need for judicial intervention in accordance with FRCP 26(c)(1) and FRCP
28 37(a)(1). If those discussions are not fruitful, it will be the obligation of the party designating

1 the information as Confidential to arrange a telephone conference with the Court in accordance
2 with the Court's Civil Practice Standards. At the conclusion of the Court-supervised
3 conference, if the dispute over confidentiality has not been resolved, it will be the obligation of
4 the party designating the information as Confidential to file an appropriate motion within ten
5 additional days after the date of the conference, requesting that the Court determine whether
6 the disputed information should be subject to the terms of this Protective Order. If such a
7 motion is timely filed, the disputed information shall be treated as Confidential under the terms
8 of this Protective Order until the Court rules on the motion. In connection with any motion
9 filed under this provision, the party designating the information as confidential shall bear the
10 burden of establishing that good cause exists for the disputed information to be treated as
11 confidential.

12 17. The termination of this action shall not relieve counsel or other persons
13 obligated hereunder from their responsibility to maintain the confidentiality of designated
14 Confidential Material or pursuant to this Protective Order.

15 18. Three years from termination of this litigation, including any appeals, or at the
16 expiration of any longer time required by counsel's insurance or ethical obligations, counsel for
17 any party that has received Confidential Material shall destroy the Confidential Material.
18 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
19 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
20 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
21 work product, even if such materials contain Confidential Material. Any such archival copies
22 that contain or constitute Confidential Material remain subject to this Protective Order

23 19. This Protective Order is not intended to address the admissibility of evidence at
24 trial. If a party seeks to limit the publication of Confidential Material at the trial or any hearing
25 in this matter, the burden shall be on the party seeking to limit the use of such information to
26 obtain relief from the Court in advance of the trial or hearing.

27 20. If documents or information designated as Confidential Material in accordance
28 with the terms of this Protective Order are made exhibits to briefs or pleadings, or if

1 Confidential Material is quoted in a pleading, any such exhibit or pleading shall be filed under
2 seal.

3 21. This Protective Order shall not prevent any party from asserting that the
4 confidential nature of any material bars production of any such material, notwithstanding this
5 agreement. In such circumstances, the material will not be required to be produced absent a
6 properly filed motion to compel, granted by the Court. If the Court grants such a motion to
7 compel, any material disclosed will be subject to the protection of this Protective Order, in
8 addition to any other protection provided in the Court's order.

9
10 Dated: March 16, 2017
11 THIERMAN BUCK, LLP

Dated: March 16, 2017
COHEN|JOHNSON|PARKER|EDWARDS

12 /s/Leah L. Jones
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Attorneys for Plaintiffs

Attorneys for Defendants

ORDER

22 Although the parties may agree to be bound by the confidentiality terms of this
23 Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the
24 jurisdiction of this Court.

IT IS SO ORDERED.

William G. Cobb

UNITED STATES MAGISTRATE JUDGE

DATED: March 20, 2017