

1 Katherine F. Parks, Esq. - State Bar No. 6227  
 2 Thorndal Armstrong Delk Balkenbush & Eisinger  
 3 6590 S. McCarran Blvd., Suite B  
 4 Reno, Nevada 89509  
 5 (775) 786-2882  
 6 [kfp@thorndal.com](mailto:kfp@thorndal.com)  
 7 Attorneys for Defendant  
 8 CITY OF YERINGTON

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

11 CHARLES TOLLIVER; J.T.; a minor by and  
 12 through her guardian ad litem CHARLES  
 13 TOLLIVER; and T.M., a minor by and through  
 14 her guardian ad litem NANCY MARRIOTT-  
 15 TOLLIVER,  
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 17 Plaintiffs,  
 18  
 19 vs.  
 20 LYON COUNTY SCHOOL DISTRICT, and  
 21 CITY of YERINGTON,  
 22  
 23 Defendants.

CASE NO. 3:18-cv-00003-LRH-WGC

**STIPULATED PROTECTIVE ORDER**

24 In order to protect the confidentiality of confidential information obtained by the parties  
 25 in connection with this case, the parties hereby agree as follows:

- 26 1. Any party or non-party may designate as “confidential” (by stamping the relevant  
 27 page or otherwise set forth herein) any document or response to discovery which that party or  
 28 non-party considers in good faith to contain confidential information, including but not limited to  
 personal information of juveniles or students, subject to protection under the Federal Rules of  
 Civil Procedure, Family Educational Rights and Privacy Act, or state or federal law  
 (“Confidential Information”). Where a document or response consists of more than one page,  
 the first page and each page on which confidential information appears shall be so designated.

1           2.       A party or non-party may designate information disclosed during a deposition or  
2 in response to written discovery as “confidential” by so indicating in said response or a party or  
3 non-party may designate in writing, within twenty (20) days after receipt of said responses or of  
4 the deposition transcript for which the designation is proposed, that specific pages of the  
5 transcript and/or specific responses be treated as “confidential” information. Any other party  
6 may object to such proposal, in writing or on the record. Upon such objection, the parties shall  
7 follow the procedures described in paragraph 8 below. After any designation made according to  
8 the procedure set forth in this paragraph, the designated documents or information shall be  
9 treated according to the designation until the matter is resolved according to the procedures  
10 described in paragraph 8 below, and counsel for all parties shall be responsible for making all  
11 previously unmarked copies of the designated material in their possession or control with the  
12 specific designation.  
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15           3.       All information produced or exchanged in the course of this case (other than  
16 information that is publicly available) shall be used by the party or parties to whom the  
17 information is produced solely for the purpose of this case.  
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19           4.       Except with the prior written consent of other parties, or upon the prior order of  
20 this Court obtained upon notice to opposing counsel, Confidential Information shall not be  
21 disclosed to any person other than:

22           (a)       counsel for the respective parties to this litigation, including in-house counsel and  
23 co-counsel retained for this litigation;

24           (b)       employees of such counsel;

25           (c)       individual parties, class representatives, any officer or employee of a party, to the  
26 extent deemed necessary by Counsel for the prosecution or defense of this litigation;  
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1 (d) consultants or expert witnesses retained for the prosecution or defense of this  
2 litigation, provided that each such person shall execute a copy of the Certification annexed to this  
3 Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the  
4 Confidential Information and made available for inspection by opposing counsel during the  
5 pendency or after the termination of the action only upon good cause shown and upon order of  
6 the Court) before being shown or given any Confidential Information;  
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8 (e) any authors or recipients of the Confidential Information;

9 (f) the Court, Court personnel, and court reporters; and

10 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign  
11 the Certification before being shown a confidential document. Confidential Information may be  
12 disclosed to a witness who will not sign the Certification only in a deposition at which the party  
13 who designated the Confidential Information is represented or has been given notice that  
14 Confidential Information shall be designated "Confidential" pursuant to paragraph 2 above.  
15 Witnesses shown Confidential Information shall not be allowed to retain copies.  
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18 5. Any persons receiving Confidential Information shall not reveal or discuss such  
19 information to or with any person who is not entitled to receive such information, except as set  
20 forth herein.

21 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with  
22 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those  
23 documents under seal, and shall be filed consistent with the court's electronic filing procedures  
24 in accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the  
25 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor  
26 of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d  
27 1172 (9<sup>th</sup> Cir. 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9<sup>th</sup> Cir. 2010).  
28 *See also, Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

1           7.       A party may designate as “Confidential” documents or discovery materials  
2 produced by a non-party by providing written notice to all parties of the relevant document  
3 numbers of other identification within thirty (30) days after receiving such documents or  
4 discovery materials. Any party or non-party may voluntarily disclose to others without  
5 restriction any information designated by that party or non-party as confidential, although a  
6 document may lose its confidential status if it is made public.  
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8           8.       If a party contends that any material is not entitled to confidential treatment, such  
9 party may at any time give written notice to the party or non-party who designated the material.  
10 The party or non-party who designated the material shall have twenty-five (25) days from the  
11 receipt of such written notice to apply to the Court for an order designating the material as  
12 confidential. The party or non-party seeking the order has the burden of establishing that the  
13 document is entitled to protection.  
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15           9.       Notwithstanding any challenge to the designation of material as Confidential  
16 Information, all documents shall be treated as such and shall be subject to the provisions hereof  
17 unless and until one of the following occurs:  
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19           (a)       the party or non-party claims that the material is Confidential Information  
20 withdraws such designation in writing; or

21           (b)       the party or non-party who claims that the material is Confidential Information  
22 fails to apply to the Court for an order designating the material confidential within the time  
23 period specified above after receipt of a written challenge to such designation; or  
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25           (c)       the Court rules the material is not confidential.

26           10.       All provisions of this Order restricting the communication or use of Confidential  
27 Information shall continue to be binding after the conclusion of this action, unless otherwise  
28 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential

1 Information, other than that which is contained in pleadings, correspondence, and deposition  
2 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion  
3 of this action to counsel for the party or non-party who provided such information, or (b) destroy  
4 such documents within the time period upon consent of the party who provided the information  
5 and certify in writing within thirty (30) days that the documents have been destroyed.

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7 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the  
8 use of documents at trial.

9 12. Nothing herein shall be deemed to waive any applicable privilege or work product  
10 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material  
11 protected by privilege or work protection.  
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**EXHIBIT "A"**

**CERTIFICATION**

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3 I hereby certify my understanding that Confidential Information is being provided to me  
4 pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_, 2018,  
5 in CHARLES TOLLIVER; J.T.; a minor by and through her guardian ad litem CHARLES  
6 TOLLIVER; and T.M., a minor by and through her guardian ad litem NANCY MARRIOTT-  
7 TOLLIVER, Plaintiffs, vs. LYON COUNTY SCHOOL DISTRICT, and CITY of  
8 YERINGTON, Defendants, Civil No. 3:18-cv-00003-LRH-WGC. I have been given a copy of  
9 that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential  
10 Information to anyone, except as allowed by the Order. I will maintain all such Confidential  
11 Information – including copies, notes, or other transcriptions made therefrom – in a secure  
12 manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion  
13 of this action, I will return the Confidential Information – including copies, notes, or other  
14 transcriptions made therefrom – to the counsel who provided me with the Confidential  
15 Information. I hereby consent to the jurisdiction of the United States District Court for the  
16 purpose of enforcing the Protective Order.  
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20 DATED: \_\_\_\_\_.

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