Exhibit 1

Exhibit 1

, ,			F I L E D Electronically 2014-07-17 02:30:44 PN Joey Orduna Hastings
1	KENT R. ROBISON, ESQ NSB #1167		Clerk of the Court Transaction # 4522119
2	krobison@rbsllaw.com KEEGAN G. LOW, ESQ. – NSB #307		
3	klow@rbsllaw.com		
4	THERESE M. SHANKS, ESQ. – NSB # 12890 tshanks@rbsllaw.com		
5	Robison, Belaustegui, Sharp & Low A Professional Corporation		
6	71 Washington Street Reno, Nevada 89503		
7	Telephone: (775) 329-3151 Facsimile: (775) 329-7169		
8	IN ASSOCIATION WITH:		
9	CLARK V. VELLIS, ESQ. – NSB #5533		
10	cvellis@nevadafirm.com Cotton, Driggs, Walch, Holley, Woloson & Thor	npson	
11	800 S. Meadows Parkway, Suite 800 Reno, Nevada 89521	•	
12	Telephone: (775) 851-8700		
13	Facsimile: (775) 851-7681		
14	Attorneys for Defendant Peppermill Casinos, Inc., d/b/a Peppermill Casino		
15	IN THE SECOND JUDICIAL DISTRIC	CT FOR THE	STATE OF NEVADA
16	IN AND FOR THE COL	UNTY OF WA	SHOE
17	MEI-GSR HOLDINGS, LLC, a Nevada	CASE NO.:	CV13-01704
18	Corporation, d/b/a/ GRAND SIERRA RESORT,		
19	Plaintiff,	DEPT. NO.:	
20	VS.	BUSINESS (COURT DOCKET
21	PEPPERMILL CASINOS, INC., a Nevada Corporation, d/b/a/ PEPPERMILL CASINO;		
22	RYÂN TORS, an individual; JOHN DOES I-X and JANE DOES I-X and CORPORAITONS I-X,		
23	Defendant(s).		
24	/		
25			
26	STIPULATED CONFIDENTIALITY AGR		
27	Plaintiff MEI-GSR Holdings, LLC, a Nevada corporation, d/b/a Grand Sierra Resort, by		
28	and through its counsel of record, the law firm of Cohen-Johnson, LLC; Defendant Peppermill		
Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151	Casinos, Inc., a Nevada corporation, d/b/a Pepperm 1	ill Casino, by a	nd through its counsel of record,

•

•

Robison, Belaustegui, Sharp & Low and Cotton, Driggs, Walch, Holley, Woloson & Thompson;
 and Defendant Ryan Tors, an individual, by and through his counsel of record, the Gunderson Law
 Firm, hereby stipulate and agree, subject to the Court's approval, that the production and handling
 of confidential material in these proceedings (this "Action") shall be governed by the paragraphs
 set forth below:

Confidential Information. In providing or revealing discovery material, any 6 1. party may designate as "CONFIDENTIAL" the whole or any part of discovery material which 7 constitutes trade secrets, know-how, proprietary data, marketing information, contacts, financial 8 information, corporate governance information, personal information, confidential research and 9 development information, and/or similar commercially sensitive business information or data 10 11 which the designating party in good faith believes in fact is confidential or that unprotected 12 disclosure might result in harm or injury to the privacy rights or contractual rights of the producing 13 party and/or might result in economic harm or competitive injury, and which is not publicly known and cannot be ascertained through an inspection of publicly available documents, materials, or 14 15 devices. A party may also designate as "CONFIDENTIAL" compilations of publicly available 16 discovery materials, which would not be known publicly in a compiled form.

2. 17 Designation of Confidential information. If a party (the "Producing Party") in 18 this Action determines that any of its documents or things or responses produced in the course of 19 discovery in this Action should be designated as provided in Paragraph 1 and, therefore constitute 20 "Confidential Information," it shall advise the other party (the "Receiving Party") who has 21 received such Confidential Information of this fact, and all copies of such document, or things, or responses, or portions thereof deemed to be confidential shall be marked "CONFIDENTIAL" at 22 the expense of the Producing Party and treated as confidential by all parties. This Stipulation and 23 24 Order applies to and governs the production and handling of all documents designated as "Confidential Information" and produced by any party or third party both prior and subsequent to 25 the execution and entry of this Stipulation and Order. 26

3. Use of Confidential Information. All Confidential Information designated or marked as provided herein shall be used by the Receiving Party solely for the purposes of this

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

27

Action, and shall not be disclosed to anyone other than those persons identified herein in
Paragraph 5 and shall be handled in the manner set forth herein until such designation is removed
by the Producing Party or by Order of the Court. Such Confidential Information shall not be used
by any Receiving Party or other person granted access thereto under this Stipulated Confidentiality
Agreement and Protective Order (this "Stipulation and Order") for any other purpose, including,
but not limited to, a business or competitive purpose. Nothing herein shall preclude the Producing
Party from using its own Confidential Information.

4. Use of Confidential Information in Depositions. Any party shall have the right 8 9 to use Confidential Information during depositions, provided that no third parties are present 10 during such depositions. At any deposition session, upon inquiry with regard to the content of a 11 document marked "CONFIDENTIAL," or whenever counsel for a party deems that the answer to the question may result in the disclosure of Confidential Information, or whenever counsel for a 12 13 party deems that the answer to any questions has resulted in the disclosure of Confidential 14 Information, the deposition (or portions thereof) may be designated by the affected party as 15 containing Confidential Information subject to the provisions of this Stipulation and Order. When such designation has been made, the testimony or the transcript of such testimony shall be 16 disclosed only to those parties described in Paragraphs 5 or 6, and the information contained 17 therein shall be used only as specified in this Stipulation and Order. Counsel for the person or 18 19 entity whose Confidential Information is involved may also request that all persons not qualified under Paragraph 5 of this Stipulation and Order to have access to the Confidential Information 20 21 leave the deposition room during the confidential portion of the deposition. Failure of such other 22 persons to comply with a request to leave the deposition shall constitute substantial justification for counsel to advise the witness that the witness need not answer the question seeking the 23 revelation of Confidential Information. Moreover, all originals and copies of deposition transcripts 24 that contain Confidential Information shall be prominently marked "CONFIDENTIAL" on the 25 26 cover thereof and, if and when filed with the Court, the portions of such transcript so designated shall be filed under seal. Counsel must designate portions of a deposition transcript as 27 "CONFIDENTIAL" within thirty (30) days of receiving the transcript. Designations may be made 28

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151 by letter to counsel of record or on the record during the deposition. Portions of deposition
 transcripts so designated shall be treated as Confidential Information by the parties set forth herein.
 During the thirty (30) day period, the entire transcript shall be treated as confidential. If no
 confidential designations are made within the thirty (30) day period, the entire transcript shall be
 considered non-confidential.

5. Disclosure of Confidential Information. Confidential Information produced
Pursuant to this Stipulation and Order may be disclosed or made available only to the Court and to
the persons designated below:

9 (a) Retained counsel and in-house counsel for a party (including attorneys associated
10 with the law firm of counsel and the paralegal, clerical, and secretarial staff employed by such
11 counsel);

(b) A party, or officers, directors, and employees of a party deemed necessary by
counsel to aid in the prosecution, defense, or settlement of this Action;

(c) Outside experts or consultants (together with their clerical and secretarial staff)
retained by counsel for any party to assist in the prosecution, defense, or settlement of this Action,
to the extent reasonably necessary to perform their work in connection with this Action;

17 (d) Clerical and data processing personnel involved in the production, reproduction,
18 organizing, filing, coding, cataloging, converting, storing, retrieving, and review of discovery
19 material, to the extent reasonably necessary to assist a party or its counsel in this Action;

20 (e) This Court and its staff and any other court, tribunal or dispute resolution officer 21 duly appointed, chosen or assigned in connection with this Action;

(f) The original source of the Confidential Information (its author), and nay
addressee(s) and/or recipient(s) thereof who received such Confidential Information in the ordinary
course of business;

(g) Court reporter(s) and videographer(s) employed in this Action; and

26 (h) Any other person as to whom the parties in writing agree or that the Court in this
27 Action designates.

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

25

28

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

(c), (d), (e), (f), or (h) of Paragraph 5 shall be advised that the Confidential Information is being
disclosed pursuant to an Order of the Court, that the information may not be disclosed by such
person to any person not permitted to have access to the Confidential Information pursuant to this
Stipulation and Order, and that any violation of this Stipulation and Order may result in the
imposition of such sanctions as the Court deems proper. Any person to whom Confidential
Information is disclosed pursuant to subparts (c) or (d) of Paragraph 5 shall also be required to
execute a copy of the form Attachment A.

6. Highly Confidential Information. Parties may further designate information
which contains highly sensitive commercial and proprietary information as "Attorney's Eyes
Only" or "Highly Confidential" (hereinafter "Highly Confidential Information"), in the manner
described in Paragraphs 2 and 4 above. Highly Confidential Information shall be disclosed only to
the following, unless otherwise agreed between the parties in writing or ordered by the Court:

(a) Outside counsel of record for the parties (including attorneys associated with the
law firm, of counsel and the paralegal, clerical, and secretarial staff employed by such counsel) and
in-house counsel of the parties;

(b) Outside experts or consultants (together with their clerical and secretarial staff)
retained by counsel for any party to assist in the prosecution, defense, or settlement of this Action,
to the extent reasonably necessary to perform their work in connection with this Action;

(c) The Court and its staff and any other court, tribunal or dispute resolution officer
duly appointed, chosen, or assigned in connection with this Action;

(d) Clerical and data processing personnel involved in the production, reproduction, organizing, filing, coding cataloging, converting, storing, retrieving, and review of discovery material, to the extent reasonably necessary to assist a party or its counsel in this Action;

24

21

22

23

25

26

27

28

(e) Court reporter(s) and videographer(s) employed in this Action; and

(f) Any other person as to whom the parties in writing agree or that the Court in this Action designates.

If disclosure of Highly Confidential Information is made pursuant to this Paragraph, all other provisions in this Stipulation and Order with respect to confidentiality shall also apply.

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

, ,	
· ·	
1	7. Use of Highly Confidential Information. All Highly Confidential Information
2	Designated or marked as provided herein shall be used by the Receiving Party solely for the
3	purposes of this Action and shall not be disclosed to anyone other than those persons identified
4	herein and shall be handled in the manner set forth herein until such designation is removed by the
5	Producing Party or by Order of the Court. Such Highly Confidential Information shall not be used
6	by any Receiving Party or other person granted access thereto under this Stipulation and Order for
7	any purpose including, but not limited to, a business or competitive purpose. Nothing herein shall
8	preclude the Producing Party from using its own Highly Confidential Information.
9	8. Filing of Confidential Information with Court. Any Confidential Information
10	or Highly Confidential Information (collectively, "Confidential Material") which is filed with the
11	Court by any party, including transcripts of depositions or portions thereof, documents produced in
12	discovery, information obtained from inspection of premises or things, and answers to
13	interrogatories or requests for admissions, exhibits and all other documents which have previous
14	thereto been designated as containing Confidential Material or any pleading or memorandum
15	reproducing or containing such information, shall be filed in accordance with the Nevada Rules for
16	Sealing and Redacting Court Records in sealed envelopes bearing the title of this Action and the
17	notation:
18	"CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER To Be Opened Only Upon Further Order of This Court
19	Or for the Sole Use of the Court and its Employees"
20	All such sealed envelopes shall not be opened except for the sole use of this Court or its employees
21	or as otherwise ordered by the Court. Further, all such sealed envelopes shall be maintained by the
22	Clerk of the Court separate from the public records in this Action and shall be released only upon
23	further order of the Court.
24	
25	9. Application to Third Parties. This Stipulation and Order shall inure to the
26	benefit of and may be invoked and enforced by third parties with respect to documents and
27	information produced by them in the course of pretrial discovery in this Action and designated by
28 Robison, Belaustegui,	them as "CONFIDENTIAL" in the manner provided herein. Any third party invoking this

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

Stipulation and Order shall comply with, and be subject to, all paragraphs of this Stipulation and Order.

3 10. Knowledge of Unauthorized Use or Possession. The Receiving Party shall 4 immediately notify the Producing Party in writing if the Receiving Party learns of any 5 unauthorized possession, knowledge, use, or disclosure of any Confidential Material which has 6 7 occurred by way of Confidential Material being provided to that Receiving Party. The Receiving 8 Party shall promptly furnish the Producing Party the full details of such possession, knowledge, 9 use, or disclosure. With respect to such unauthorized possession, knowledge, use, or disclosure, 10 the Receiving Party shall assist the Producing Party in preventing its recurrence of and shall 11 cooperate fully with the Producing Party in any litigation to prevent unauthorized use or further 12 dissemination of the Confidential Material. 13

14 11. Copies, Summaries or Abstracts. Any copies, summaries, abstracts, or exact
15 duplications of Confidential Information shall be marked "Confidential" and shall be considered
16 Confidential Information subject to the terms and conditions of this Stipulation and Order.
17 Attorney-client communications and attorney work product regarding Confidential Information
18 shall not be subject to this Paragraph, regardless of whether they summarize, abstract, paraphrase,
20 or otherwise reflect Confidential Information.

21 Copies, Summaries or Abstracts of Highly Confidential Information. Any 12. 22 copies summaries, abstracts or exact duplications of Highly Confidential Information, other than 23 attorney-client communication and attorney work product, shall be marked "Highly Confidential 24 Information" or "Attorney's Eyes Only" and shall be considered Highly Confidential Information 25 subject to the terms and conditions of this Stipulation and Order. With respect to attorney-client 26 27 communications and attorney work product containing portions of or the specific substance of any 28 Highly Confidential Information, such documents shall be maintained in confidence and may be

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

1

1	disclosed only to the persons entitled to review Highly Confidential Information as identified in		
2	Paragraph 6 of this Stipulation and Order.		
3	13. Information not Confidential. The restrictions set forth in this Stipulation and		
4	Order shall not be construed:		
5 6	(a) To apply to information obtained by a party from any third party to this Action		
7	having the right to disclose such information subsequent to the production of information by the		
8	designating party; or		
9			
10	(b) To apply to information or other materials that have been or become party of the		
11	Public domain by publication or otherwise and not due to any unauthorized act or omission on the		
12	part of a Receiving Party; or		
13	(c) To apply to information or other materials that, under law, have been declared to be		
14	in the public domain.		
15	14. Designation of Discovery Materials. Documents and other discovery materials		
16	(or portions thereof) constituting, comprising, containing, or referring to Confidential Material, in		
17	whole or in part, shall be identified by being marked or stamped as "CONFIDENTIAL" or		
18	"HIGHLY CONFIDENTIAL," as applicable. With respect to a multi-page document that contains		
19 20	Confidential Material, the designation should be made, to the extent possible, on each page of the		
20 21			
22	document. If designation in this manner is impossible or impractical, the Producing Party may use		
23	such other method or designation as is reasonable under the circumstances. "Attorneys' Eyes		
24	Only" documents will be disclosed and identified as such by the Producing Party and made		
25	available for inspection as discussed herein.		
26	15. Challenges to Designations. If at the time during the preparation for trial or		
27	during the trial of this Action, counsel for any party claims that counsel for any other party or		
28	nonparty has unreasonably designated certain information as Confidential Material, or believes		
- ,	8		

Robison, Belaustegu Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

.

•

1 that it is necessary to disclose designated information to persons other than those permitted by this 2 Stipulation and Order, the objecting counsel may make an appropriate application to the Court 3 requesting that the specific documents, information, and/or deposition testimony be excluded from 4 the provisions of this Stipulation and Order or be available to specified other persons. Each party 5 shall be given notice and reasonable time (not less that fourteen (14) calendar days and not more 6 than thirty (30) calendar days) to object to the disclosure. The party claiming confidentiality shall 7 8 have the initial burden of establishing confidentiality.

9

16. Use in Court. In the event that any Confidential Material is used in any pretrial 10 court proceeding in this Action, it shall not lose its confidential status through such use, and the 11 party using such shall take all reasonable steps to maintain its confidentiality during such use, 12 including without limitation, requesting that the Court seal any transcript with respect to such 13 14 proceeding. Nothing in this Stipulation and Order, or designations or confidentiality hereunder, 15 shall in any way affect the treatment of Confidential Material at the trial of this Action. Within 16 thirty (30) days after the conclusion of discovery, the parties shall confer and, if necessary, submit 17 appropriate motions to the Court setting forth their positions as to the treatment at trial of 18 Confidential Material. 19

17. No Waiver Regarding Confidential Nature of Information. This Stipulation and Order is entered solely for the purpose of facilitating the exchange of documents and information among the parties to this Action without involving the court unnecessarily in the process. Nothing in this Stipulation and Order nor the production of any information or document under the terms of this Stipulation and Order, nor any proceedings pursuant to this Stipulation and Order shall be deemed (i) to have the effect of an admission or a waiver by any party of the confidentiality or non-confidentiality of any materials, (ii) to alter the confidentiality or the nonconfidentiality of any such document or information, (iii) to alter any existing obligation of any

Robison, Belaustegui, Sharp & Low 1 Washington St. Reno, NV 89503 775) 329-3151

1 party or the absence thereof, and/or (iv) to affect in any way the authenticity or admissibility or any 2 document, testimony, or other evidence at the trial. Entry of this Stipulation and Order does not 3 preclude any party from seeking or opposing additional protection for particular information. 4

18. **Inadvertent Failure to Designate.** The inadvertent failure of a Producing Party 5 to designate discovery materials as Confidential Information or Highly Confidential Information as 6 such (whether in the form of documents, interrogatories, testimony, or otherwise) shall not be 7 8 deemed, by itself, to be a waiver of the party's or third party's right to so designate such discovery 9 materials. Immediately upon learning of any such inadvertent failure, the Producing Party shall 10 notify all receiving parties of such inadvertent failure and take such other steps as necessary to 11 correct such failure after becoming aware of it. However, disclosure by a Receiving Party of such 12 discovery materials to any other person prior to later designation of the discovery materials in 13 14 accordance with this paragraph shall not violate the terms of this Stipulation and Order.

19. No waiver of Privilege. This Stipulation and Order will not prejudice the right of any party or third party to oppose production of any information on the ground of attorney-client privilege, attorney work product privilege, or any other privilege or protection provided under the law.

Return or Destruction of Information. Within thirty (30) days after the 20 20. 21 Conclusion of this Action, including any appeal thereof, or the conclusion of any other legal 22 proceeding (including arbitration proceedings) between any or all of the parties to this Action, all 23 documents and things, including transcripts of depositions (or appropriate portions of such 24 transcripts), together with all copies thereof, which have been designated as Confidential Material, 25 shall be returned to the designating party. In lieu of returning such designated materials as 26 27 provided above, counsel for the Receiving Party may certify in writing to counsel for the designating party that the materials have been destroyed.

Robison, Belaustegui, harp & Low ashington St. Reno, NV 89503 (775) 329-3151

28

15

16

17

18

21. **Injunctive Relief Available.** Each party acknowledges that monetary remedies are inadequate to protect each party in the case of unauthorized disclosure or use of Confidential Material and that injunctive relief shall be appropriate to protect each party's rights in the even there is any such unauthorized disclosure or use of Confidential Material.

22. Other Actions and Proceedings. If a Receiving Party (a) is subpoenaed in 6 another action or proceeding, (b) is served with a demand in another action or proceeding in which 7 8 it is a party, or (c) is served with legal process by one not a party to this Stipulation and Order, 9 seeking discovery materials which were produced or designated as Confidential Information or 10 Highly Confidential pursuant to this Stipulation and Order, the Receiving Party shall give prompt 11 actual written notice by hand or facsimile transmission to counsel of record for such Producing 12 Party within five (5) business days of receipt of such subpoena, demand, or legal process or such 13 14 shorter notice as may be required to provide the Producing Party the opportunity to object to the 15 immediate production of the requested discovery material to the extent permitted by law. Should 16 the person seeking access to the Confidential Information or Highly Confidential Information take 17 action against the Receiving Party or anyone else covered by this Stipulation and Order to enforce 18 such a subpoena, demand, or other legal process, the Receiving Party shall respond by settling 19 20 forth the existence of this Stipulation and Order.

111

111

1

2

3

4

5

23. Order Survives Termination. This Stipulation and Order shall survive the Termination of this Action, and the Court shall retain continuing jurisdiction to enforce this Stipulation and Order, make any amendment(s), modification(s), or alteration(s) thereto as may be appropriate, and/or to resolve any dispute concerning the use, production and/or disclosure of Confidential Material as provided herein.

Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151

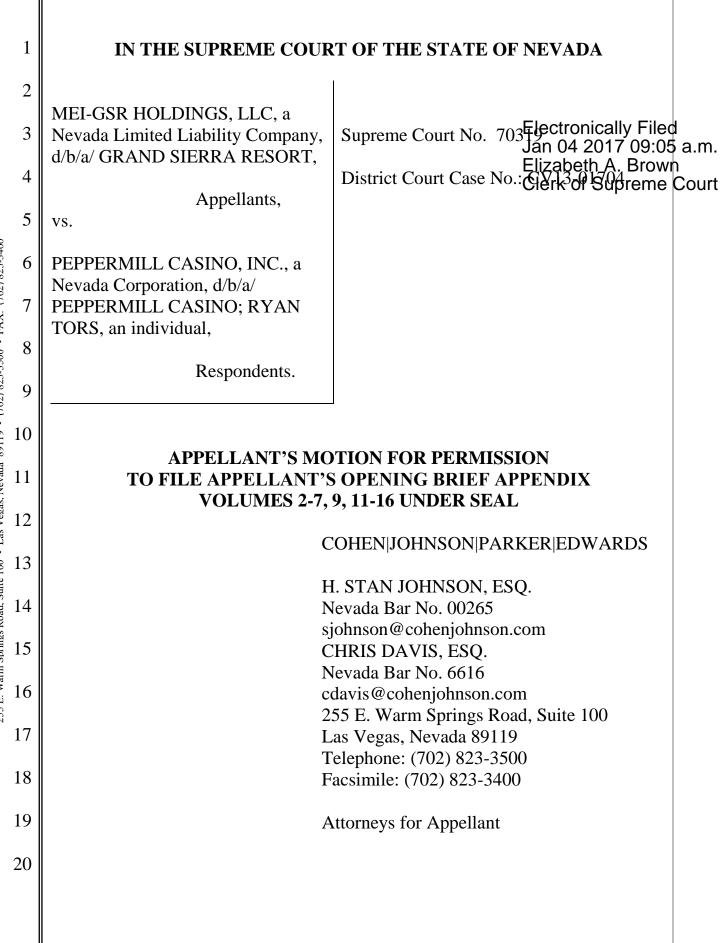
1 **AFFIRMATION** Pursuant to NRS 239B.030 2 The undersigned does hereby affirm that this document does not contain the social security 3 number of any person. 4 DATED this 2 nd day of _ <u>,</u> 2014. 5 COHEN-JOHNSON, LLC 6 255 East Warm Springs Road, Suite 100 Las Vegas, Nevada 89119 7 8 STAN JOHNSON - NSB #00265 9 TERRY KINNALLY – NSB #6379 Attorneys for Plaintiff 10 MEI-GSR Holdings, LLC, dba Grand Sierra Resort DATED this 15 day of 1411 , 2014. 12 ROBISON, BELAUSTEGUI, SHARP & LOW 13 A Professional Corporation 71 Washington Street 14 Reno, Nevada 89503 15 16 KENT/R. ROBISON - NSB #1167 KEEGAN G. LOW - NSB #307 17 THERESE M. SHANKS – NSB #12890 Attorneys for Defendant 18 Peppermill Casinos, Inc., d/b/a Peppermill Casino 19 IN ASSOCIATION WITH: CLARK V. VELLIS, ESO. 20 Cotton, Driggs, Walch, Holley, Woloson & Thompson 21 800 S. Meadows Parkway, Suite 800 Reno, Nevada 89521 22 DATED this 16 day of July, 2014. 23 24 **GUNDERSON LAW FIRM** 3895 Warren Way 25 Reno, Nevada 89509 26 27 MARK H. GUNDERSON - NSB #2134 28 JOHN R. FUNK - NSB #12372 Robison, Belaustegui, Attorneys for Defendant Ryan Tors 71 Washington St. Reno, NV 89503 12 (775) 329-3151

Sharp & Low

• •	
` •	
1	ORDER
2	
3	Based upon the above and foregoing Stipulation by the Parties, and good cause appearing,
4	IT IS SO ORDERED.
5	DATED this 17 day of \overline{JULY} , 2014.
6	Porch Flangen
7	DISTRICT JUDGE
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28 Robison, Belaustegui,	
Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151	13

1 *			
1 2	FORM ATTACHMENT "A" <u>CONFIDENTIALITY AGREEMENT</u>		
3 4	I,, do hereby acknowledge and agree as follows:		
5	1. I have read the Stipulated Confidentiality Agreement and Protective Order of which		
6	the form of this Agreement is an attachment.		
7	2. I understand the terms of the Stipulated Confidentiality Agreement and Protective		
8	Order and agree to be bound by and to strictly adhere to all terms and provisions of the Stipulated		
9	Confidentiality Agreement and Protective Order.		
10			
11			
12	of Nevada, County of Washoe, solely for the purpose of the enforcement of the Stipulated		
13	Confidentiality Agreement and Protective Order and this Agreement.		
14	DATED this day of, 2014.		
15			
16			
17	[Signature]		
18			
19			
20			
21	[Name, Address, Telephone Number]		
22			
23			
24	J:\wpdata\krr\1872.006-Peppermill-GSR v.\P-Stipulated Conf.Agmt.Protective Order.(WORD).doc		
25			
26			
27			
28			
Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151	14		

• • • •



COHEN | JOHNSON | PARKER | EDWARDS 255 E. Warm Springs Road. Suite 100 • Las Vegas, Nevada 89119 • (702) 823-3500 • FAX: (702) 823-3400 1

2

3

4

5

6

7

8

9

19

20

Appellant MEI-GSR HOLDINGS, LLC ("GSR"), by and through its counsel of record, hereby moves, pursuant to SRCR, Part VII, Rules 3 and 7, for permission to file Appellant's Opening Brief Appendix, Volumes 2-7, 9, 11-16, under seal.

Each of these volumes has extensive papers or exhibits which the parties designated as "Highly Confidential" and were protected by the district court's order, which is attached as Exhibit 1. These records are necessary for this Court's review of Appellant's Opening Brief, and should not be made public pursuant to the district court's order.

Because these records are protected by court order, Appellant respectfully requests that Appellant's Opening Brief Appendix, Volumes 2-7, 9, 11-16, be filed under seal. See SRCR Part VII, Rule 7 ("Court records sealed in the trial court shall be sealed from public access in the Nevada Supreme Court subject to further order of that court").

Dated this 3rd day of January 2017

COHEN|JOHNSON|PARKER|EDWARDS

By: /s/ Chris Davis

H. Stan Johnson, Esq. Nevada Bar No. 00265 Chris Davis, Esq. Nevada Bar No. 06616 255 E. Warm Spring Road, Suite 100 Las Vegas, Nevada 89119 Attorneys for Appellant-Plaintiff

1 **CERTIFICATE OF SERVICE** I certify that on 3rd day of January, 2017, pursuant to N.E.F.R. 7, I caused 2 the APPELLANT'S MOTION FOR PERMISSION TO FILE 3 **APPELLANT'S OPENING BRIEF APPENDIX VOLUMES 2-7, 9, 11-16** 4 UNDER SEAL to be filed electronically with the Clerk of the Nevada Supreme 5 Court. Pursuant to N.E.F.R. 9, notice of an electronically filed document by the 6 7 Court "shall be considered as valid and effective service of the document" on the 8 below listed persons who are registered users. 9 ROBISON, BELAUSTEGUI, SHARP & LOW c/o Kent R. Robison, Esq. 10 71 Washington Street Reno, Nevada 89503 11 krobison@rbsllaw.com Attorney for the Defendants Peppermill 12 And by placing an original or true copy thereof in a sealed envelope, with 13 sufficient postage affixed thereto, in the United States Mail, Las Vegas, Nevada 14 and addressed to: 15 **Ryan** Tors 16 3095 Idlewild Drive Reno, NV 89509 17 DATED the 3rd day of January, 2017. 18 19 /s/ Sarah Gondek An employee of 20 COHEN|JOHNSON|PARKER|EDWARDS 2