

1                                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2           MEI-GSR HOLDINGS, LLC, a Nevada limited  
3           liability company, d/b/a GRAND SIERRA  
4           RESORT,

**Supreme Court No. 70319**

**District Court Case No. CV13-01704**  
Electronically Filed  
Jan 10 2017 01:19 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Appellant,

5           vs.

6           PEPPERMILL CASINOS, INC., a Nevada  
7           corporation, d/b/a/ PEPPERMILL CASINO;  
8           and Ryan Tors, an individual,

Defendants.

9                                   **OPPOSITION TO APPELLANT'S MOTION FOR PERMISSION TO FILE**  
10                                  **APPELLANT'S OPENING BRIEF APPENDIX VOLUMES 2-7, 9, 11-16**  
11                                   **UNDER SEAL**

12                   Respondent Peppermill Casinos, Inc. ("Peppermill") objects to Appellant MEI-GSR  
13           Holdings, LLC's ("GSR's") request to seal portions of the Appellant's Opening Brief Appendix.  
14           GSR represents to this Court that sealing is required pursuant to SRCR 7, which states that  
15           "[c]ourt records sealed in the trial court shall be sealed from public access in the Nevada Supreme  
16           Court subject to further order of that court." However, GSR fails to mention that it did not  
17           request, and therefore did not obtain, an order sealing the evidence presented at trial. *See Exhibit*  
18           **1** (Affidavit of Kent R. Robison, Esq.) at ¶ 5.

19                   During discovery of the underlying proceedings, the District Court entered a Stipulated  
20           Confidentiality Agreement and Protective Order (the "Order"). *See Exhibit 2* (Order). That  
21           Order permitted the parties to designate materials exchanged during discovery as "confidential"  
22           and/or "highly confidential." *See id.* at ¶¶ 1, 6. However, the Order clearly states that it does not  
23           "in any way affect the treatment of Confidential Material at the trial of this Action." *Id.* at ¶ 16. If  
24           GSR wanted to have its confidential information protected at trial, GSR was required to "submit"  
25           an "appropriate motion" to the District Court. *Id.* GSR did not do so. Exh. 1, at ¶ 5. As a  
26           result, the trial was an open trial which had multiple public spectators observe the proceedings,

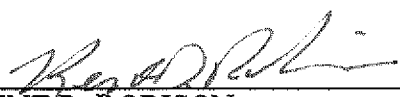
1 including all testimony and documentary evidence. *Id.* at ¶ 6.

2 Also, during the trial, none of the testimony was characterized as confidential, even though  
3 many witnesses testified about documents marked confidential in the discovery process. The  
4 documents exchanged in discovery were displayed to the Court, the jury and spectators on large  
5 television screens. Every day multiple spectators attended the trial and watched the proceedings  
6 and no objections were made. GSR made no efforts and made no requests at trial to prevent  
7 disclosure to the public of the exhibits utilized at trial. None of the evidence at trial was protected  
8 from disclosure to the public, and GSR made no motion at trial for nondisclosure of documents  
9 exchanged in discovery.  
10

11 Accordingly, Peppermill objects to GSR's Motion for Permission to File the Appendix  
12 Under Seal. SRCR 1(3) clearly states that it is the policy of this Court that "[a]ll court records in  
13 civil actions are available to the public." Permitting GSR to seal an appendix containing  
14 information that GSR did not seek to protect from the public at trial does not further that policy.  
15

16 DATED: This 10<sup>th</sup> day of January, 2017.

17 ROBISON, BELAUSTEGUI, SHARP & LOW  
18 A Professional Corporation  
19 71 Washington Street  
20 Reno, Nevada 89503

21   
22 KENT R. ROBISON  
23 SCOTT L. HERNANDEZ  
24 THERESE M. SHANKS  
25 Attorneys for Respondents  
26 Peppermill Casinos, Inc., d/b/a Peppermill Casino  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, BELAUSTEGUI, SHARP & LOW, and that on this date I caused to be served a true copy of the **OPPOSITION TO APPELLANT'S MOTION FOR PERMISSION TO FILE APPELLANT'S OPENING BRIEF APPENDIX VOLUMES 2-7, 9, 11-16 UNDER SEAL** on all parties to this action by the method(s) indicated below:

☒ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

WILLIAM E. CROCKETT, ESQ.  
Law Offices of William E. Crockett  
21031 Ventura Boulevard, Suite 401  
Woodland Hills, CA 91364  
Email: [wec@weclaw.com](mailto:wec@weclaw.com)  
*Attorneys for Respondent*

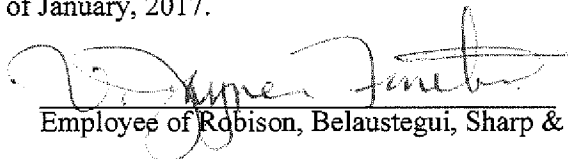
RYAN TORS  
3095 Idlewild Drive  
Reno, NV 89509

☒ by using the Court's CM/ECF Electronic Notification System addressed to:

H. STAN JOHNSON, ESQ.  
Cohen Johnson Parker Edwards, LLC  
255 E. Warm Springs Road, Suite 100  
Las Vegas, NV 89119  
Email: [sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
*Attorneys for Respondent*

☐ by electronic email addressed to the above.  
☐ by personal delivery/hand delivery addressed to:  
☐ by facsimile (fax) addressed to:  
☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 16th day of January, 2017.

  
Employee of Robison, Belaustegui, Sharp & Low

# EXHIBIT 1

---

**AFFIDAVIT OF KENT R. ROBISON IN SUPPORT OF  
OPPOSITION TO APPELLANT'S MOTION FOR PERMISSION TO FILE  
APPELLANT'S OPENING BRIEF APPENDIX VOLUMES 2-7, 9, 11-16 UNDER SEAL**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

KENT R. ROBISON, being first duly sworn on oath, deposes and says under penalty of perjury that the following assertions are true and correct.

1. I am counsel of record for Peppermill Casinos, Inc. in this appeal.

2. I was counsel of record for Peppermill Casinos, Inc. in the District Court proceedings, Case No. CV13-01704. I was lead counsel for Peppermill Casinos, Inc. in the jury trial that occurred in the District Court proceeding.


3. I agreed, on behalf of myself and my client, to enter into the Stipulated Confidentiality Agreement and Protective Order that is affixed to the Opposition as Exhibit 2.

4. We made specific provisions that any effort to protect confidential material at trial would necessitate an appropriate motion to the District Court.

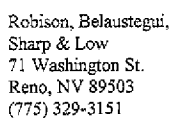
5. From the beginning of the trial (jury selection) through the end of the trial when the jury returned its Verdict, GSR did not make any motion whatsoever to have the documentary evidence and testimony deemed confidential in any manner whatsoever.

6. The exhibits were marked and placed in three-ring binders. All exhibits were also loaded into a computer system so that they could be shown to the jury, the Court and counsel through video displays on large television screens. Most of the documentary evidence admitted into evidence was shown on the television screens when the documents were subject to witness testimony. These documents were shown to the Court, the witnesses, the jury, counsel and all spectators without objection from GSR.

7. GSR did not object to displaying the exhibits to spectators that attended the trial each and every day. GSR did not object in any way that the testimony of witnesses addressing documents exchanged in the jury trial be deemed confidential, sealed or protected. At no time was the Court proceedings during the jury trial sealed, and members of the public were present during the trial proceedings each and every day.

  
KENT R. ROBISON

Notary Public



# EXHIBIT 2

**KENT R. ROBISON, ESQ. - NSB #1167**  
krobison@rbsllaw.com  
**KEEGAN G. LOW, ESQ. - NSB #307**  
klow@rbsllaw.com  
**THERESE M. SHANKS, ESQ. - NSB # 12890**  
tshanks@rbsllaw.com  
**Robison, Belaustegui, Sharp & Low**  
A Professional Corporation  
71 Washington Street  
Reno, Nevada 89503  
Telephone: (775) 329-3151  
Facsimile: (775) 329-7169

**IN ASSOCIATION WITH:**

**CLARK V. VELLIS, ESQ. - NSB #5533**  
cvellis@nevadafirm.com  
**Cotton, Driggs, Walch, Holley, Woloson & Thompson**  
800 S. Meadows Parkway, Suite 800  
Reno, Nevada 89521  
Telephone: (775) 851-8700  
Facsimile: (775) 851-7681

*Attorneys for Defendant Peppermill Casinos,  
Inc., d/b/a Peppermill Casino*

**IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

MEI-GSR HOLDINGS, LLC, a Nevada  
Corporation, d/b/a/ GRAND SIERRA RESORT,

**CASE NO.: CV13-01704**

**DEPT. NO.: B7**

Plaintiff,

vs.

**BUSINESS COURT DOCKET**

PEPPERMILL CASINOS, INC., a Nevada  
Corporation, d/b/a/ PEPPERMILL CASINO;  
RYAN TORS, an individual; JOHN DOES I-X  
and JANE DOES I-X and CORPORAITONS I-X,

Defendant(s).

**STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

Plaintiff MEI-GSR Holdings, LLC, a Nevada corporation, d/b/a Grand Sierra Resort, by  
and through its counsel of record, the law firm of Cohen-Johnson, LLC; Defendant Peppermill  
Casinos, Inc., a Nevada corporation, d/b/a Peppermill Casino, by and through its counsel of record,



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

6       1.     **Confidential Information.** In providing or revealing discovery material, any  
7 party may designate as "CONFIDENTIAL" the whole or any part of discovery material which  
8 constitutes trade secrets, know-how, proprietary data, marketing information, contacts, financial  
9 information, corporate governance information, personal information, confidential research and  
10 development information, and/or similar commercially sensitive business information or data  
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  
14 and cannot be ascertained through an inspection of publicly available documents, materials, or  
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.

17       2.     **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  
22 responses, or portions thereof deemed to be confidential shall be marked "CONFIDENTIAL" at  
23 the expense of the Producing Party and treated as confidential by all parties. This Stipulation and  
24 Order applies to and governs the production and handling of all documents designated as  
25 "Confidential Information" and produced by any party or third party both prior and subsequent to  
26 the execution and entry of this Stipulation and Order.

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

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

8       **4. Use of Confidential Information in Depositions.** Any party shall have the right  
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  
12 the question may result in the disclosure of Confidential Information, or whenever counsel for a  
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  
16 such designation has been made, the testimony or the transcript of such testimony shall be  
17 disclosed only to those parties described in Paragraphs 5 or 6, and the information contained  
18 therein shall be used only as specified in this Stipulation and Order. Counsel for the person or  
19 entity whose Confidential Information is involved may also request that all persons not qualified  
20 under Paragraph 5 of this Stipulation and Order to have access to the Confidential Information  
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  
23 for counsel to advise the witness that the witness need not answer the question seeking the  
24 revelation of Confidential Information. Moreover, all originals and copies of deposition transcripts  
25 that contain Confidential Information shall be prominently marked "CONFIDENTIAL" on the  
26 cover thereof and, if and when filed with the Court, the portions of such transcript so designated  
27 shall be filed under seal. Counsel must designate portions of a deposition transcript as  
28 "CONFIDENTIAL" within thirty (30) days of receiving the transcript. Designations may be made

1 by letter to counsel of record or on the record during the deposition. Portions of deposition  
2 transcripts so designated shall be treated as Confidential Information by the parties set forth herein.  
3 During the thirty (30) day period, the entire transcript shall be treated as confidential. If no  
4 confidential designations are made within the thirty (30) day period, the entire transcript shall be  
5 considered non-confidential.

6       **5. Disclosure of Confidential Information.** Confidential Information produced  
7 Pursuant to this Stipulation and Order may be disclosed or made available only to the Court and to  
8 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);

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

14       (c) Outside experts or consultants (together with their clerical and secretarial staff)  
15 retained by counsel for any party to assist in the prosecution, defense, or settlement of this Action,  
16 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;

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

25       (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.

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

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

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

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

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

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

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

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

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

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

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**  
19                   **To Be Opened Only Upon Further Order of This Court**  
20                   **Or for the Sole Use of the Court and its Employees"**

21 All such sealed envelopes shall not be opened except for the sole use of this Court or its employees  
22 or as otherwise ordered by the Court. Further, all such sealed envelopes shall be maintained by the  
23 Clerk of the Court separate from the public records in this Action and shall be released only upon  
24 further order of the Court.

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 them as "CONFIDENTIAL" in the manner provided herein. Any third party invoking this

1 Stipulation and Order shall comply with, and be subject to, all paragraphs of this Stipulation and  
2 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 occurred by way of Confidential Material being provided to that Receiving Party. The Receiving  
7 Party shall promptly furnish the Producing Party the full details of such possession, knowledge,  
8 use, or disclosure. With respect to such unauthorized possession, knowledge, use, or disclosure,  
9 the Receiving Party shall assist the Producing Party in preventing its recurrence of and shall  
10 cooperate fully with the Producing Party in any litigation to prevent unauthorized use or further  
11 dissemination of the Confidential Material.  
12

13       11.   **Copies, Summaries or Abstracts.**   Any copies, summaries, abstracts, or exact  
14 duplications of Confidential Information shall be marked "Confidential" and shall be considered  
15 Confidential Information subject to the terms and conditions of this Stipulation and Order.  
16 Attorney-client communications and attorney work product regarding Confidential Information  
17 shall not be subject to this Paragraph, regardless of whether they summarize, abstract, paraphrase,  
18 or otherwise reflect Confidential Information.  
19

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

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 Confidential Material, the designation should be made, to the extent possible, on each page of the  
20 document. If designation in this manner is impossible or impractical, the Producing Party may use  
21 such other method or designation as is reasonable under the circumstances. "Attorneys' Eyes  
22 Only" documents will be disclosed and identified as such by the Producing Party and made  
23 available for inspection as discussed herein.  
24

25  
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

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 than fourteen (14) calendar days and not more  
6 than thirty (30) calendar days) to object to the disclosure. The party claiming confidentiality shall  
7 have the initial burden of establishing confidentiality.  
8

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 proceeding. Nothing in this Stipulation and Order, or designations or confidentiality hereunder,  
14 shall in any way affect the treatment of Confidential Material at the trial of this Action. Within  
15 thirty (30) days after the conclusion of discovery, the parties shall confer and, if necessary, submit  
16 appropriate motions to the Court setting forth their positions as to the treatment at trial of  
17 Confidential Material.  
18  
19

20       **17. No Waiver Regarding Confidential Nature of Information.** This Stipulation  
21 and Order is entered solely for the purpose of facilitating the exchange of documents and  
22 information among the parties to this Action without involving the court unnecessarily in the  
23 process. Nothing in this Stipulation and Order nor the production of any information or document  
24 under the terms of this Stipulation and Order, nor any proceedings pursuant to this Stipulation and  
25 Order shall be deemed (i) to have the effect of an admission or a waiver by any party of the  
26 confidentiality or non-confidentiality of any materials, (ii) to alter the confidentiality or the non-  
27 confidentiality of any such document or information, (iii) to alter any existing obligation of any  
28



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

5       **18. Inadvertent Failure to Designate.** The inadvertent failure of a Producing Party  
6 to designate discovery materials as Confidential Information or Highly Confidential Information as  
7 such (whether in the form of documents, interrogatories, testimony, or otherwise) shall not be  
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 accordance with this paragraph shall not violate the terms of this Stipulation and Order.  
14

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

20       **20. Return or Destruction of Information.** Within thirty (30) days after the  
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 provided above, counsel for the Receiving Party may certify in writing to counsel for the  
27 designating party that the materials have been destroyed.  
28

1           21.    **Injunctive Relief Available.** Each party acknowledges that monetary remedies  
2 are inadequate to protect each party in the case of unauthorized disclosure or use of Confidential  
3 Material and that injunctive relief shall be appropriate to protect each party's rights in the even  
4 there is any such unauthorized disclosure or use of Confidential Material.  
5

6           22.    **Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in  
7 another action or proceeding, (b) is served with a demand in another action or proceeding in which  
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 shorter notice as may be required to provide the Producing Party the opportunity to object to the  
14 immediate production of the requested discovery material to the extent permitted by law. Should  
15 the person seeking access to the Confidential Information or Highly Confidential Information take  
16 action against the Receiving Party or anyone else covered by this Stipulation and Order to enforce  
17 such a subpoena, demand, or other legal process, the Receiving Party shall respond by settling  
18 forth the existence of this Stipulation and Order.  
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21           23.    **Order Survives Termination.** This Stipulation and Order shall survive the  
22 Termination of this Action, and the Court shall retain continuing jurisdiction to enforce this  
23 Stipulation and Order, make any amendment(s), modification(s), or alteration(s) thereto as may be  
24 appropriate, and/or to resolve any dispute concerning the use, production and/or disclosure of  
25 Confidential Material as provided herein.  
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27    ///

28    ///

**AFFIRMATION**  
**Pursuant to NRS 239B.030**

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 2nd day of July, 2014.

COHEN-JOHNSON, LLC  
255 East Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119



H. STAN JOHNSON - NSB #00265  
TERRY KINNALLY - NSB #6379  
Attorneys for Plaintiff  
MEI-GSR Holdings, LLC, dba Grand Sierra Resort

DATED this 15 day of July, 2014.

ROBISON, BELAUSTEGUI, SHARP & LOW  
A Professional Corporation  
71 Washington Street  
Reno, Nevada 89503



KENT R. ROBISON - NSB #1167  
KEEGAN G. LOW - NSB #307  
THERESE M. SHANKS - NSB #12890  
Attorneys for Defendant  
Peppermill Casinos, Inc., d/b/a Peppermill Casino

IN ASSOCIATION WITH:  
CLARK V. VELLIS, ESQ.  
Cotton, Driggs, Walch, Holley, Woloson  
& Thompson  
800 S. Meadows Parkway, Suite 800  
Reno, Nevada 89521

DATED this 16 day of July, 2014.

GUNDERSON LAW FIRM  
3895 Warren Way  
Reno, Nevada 89509



MARK H. GUNDERSON - NSB #2134  
JOHN R. FUNK - NSB #12372  
Attorneys for Defendant Ryan Tors

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**ORDER**

Based upon the above and foregoing Stipulation by the Parties, and good cause appearing,  
IT IS SO ORDERED.

DATED this 17 day of JULY, 2014.

Patrick Flanagan  
DISTRICT JUDGE

**FORM ATTACHMENT "A"**  
**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, do hereby acknowledge and agree as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order of which the form of this Agreement is an attachment.

2. I understand the terms of the Stipulated Confidentiality Agreement and Protective Order and agree to be bound by and to strictly adhere to all terms and provisions of the Stipulated Confidentiality Agreement and Protective Order.

3. I hereby submit to the jurisdiction of the Second Judicial District Court of the State of Nevada, County of Washoe, solely for the purpose of the enforcement of the Stipulated Confidentiality Agreement and Protective Order and this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name, Address, Telephone Number]

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