

EXHIBIT “3”

EXHIBIT “3”

1                                    **AFFIDAVIT OF STEPHANIE RICE, ESQ.**

2            I, Stephanie Rice, hereby affirm under penalty of perjury, that the following  
3 assertions are true of my own personal knowledge:

4            1.        That I am an attorney licensed to practice law in the State of Nevada;

5            2.        That I am one of the attorneys for Nevada Recycling and Salvage, Ltd.  
6 and AMCB, LLC dba Rubbish Runners (collectively "Appellants") in District Court  
7 Case No. CV15-00497, in the Second Judicial District Court of the State of Nevada, In  
8 and For the County of Washoe, Department 7; and Nevada Supreme Court Case No.  
9 71467;

10          3.        A Joint Case Conference Report was filed in the District Court on  
11 October 23, 2015 and Appellants herein immediately began discovery issuing a  
12 Subpoena Duces Tecum for records of documents and communications between Reno  
13 Disposal Company, Refuse, Inc. and Castaway, from non-party Castaway to be  
14 produced just fourteen (14) days after discovery opened;

15          4.        Thereafter, Reno Disposal Company and Refuse, Inc. filed a Motion to  
16 Stay Discovery, which was opposed by Appellants and denied by the District Court on  
17 December 7, 2015;

18          5.        On November 20, 2015, non-party Castaway filed a Motion to Quash  
19 [Subpoena Duces Tecum] and Motion for Protective Order, seeking to preclude  
20 Appellants from receiving the documents and communications between the Waste  
21 Management parties and Castaway, sought by way of the Subpoena Duces Tecum,  
22 which Appellants' opposed;

23          6.        On December 15, 2015, Appellants propounded Requests for Production  
24 of Documents on Reno Disposal Company and Refuse, Inc., in part requesting  
25 documents and communications between the Waste Management parties and  
26 Castaway, including but not limited to records related to the secret purchase of  
27 Castaway at issue in this case;

28          7.        On February 10, 2016, Reno Disposal Company and Refuse, Inc. filed a

1 Motion for Protective Order seeking to preclude Appellants from obtaining the  
2 documents requested in their Requests for Production of Documents, which Appellants  
3 herein opposed;

4 8. On February 11, 2016, the Discovery Commissioner entered a  
5 Recommendation for Order, later adopted by the District Court, granting in part and  
6 denying in part non-party Castaway's Motion to Quash Subpoena and Motion for  
7 Protective Order finding, that the documents requested had to first be requested from  
8 parties to the action, namely Reno Disposal Company and Refuse, Inc.; and then, if  
9 some records were not disclosed or unavailable, the documents sought could be  
10 requested of non-party Castaway;

11 9. Despite the District Court's Order denying Reno Disposal Company and  
12 Refuse, Inc.'s Motion for Protective Order, upon demand to produce the documents set  
13 forth in Appellants' Requests for Production, on March 24, 2016, Reno Disposal  
14 Company and Refuse, Inc.'s counsel indicated he would be on vacation until April 4,  
15 2016, that he needed time "to personally review the information prior to production,"  
16 that they were considering alternative options to the Court's Order denying the Motion  
17 for Protective Order, as well as writ options and, that because the Court acknowledged  
18 in its Order that the information is confidential, Reno Disposal Company and Refuse,  
19 Inc. requested a stipulated protective order in place before they would agree to produce  
20 the documents;

21 10. As such, and to obtain the discovery documents Appellants had literally  
22 been requesting for almost six (6) months since discovery opened, Appellants  
23 acquiesced and entered into a Stipulated Confidentiality Agreement and Protective  
24 Order, which the District Court signed on March 29, 2016;

25 11. Pursuant to the terms of the Stipulated Confidentiality Agreement and  
26 Protective Order ("Protective Order"), the undersigned is believed to have a duty  
27 thereunder to file the instant Motion to Seal/ Redact all confidential information  
28 subject to the Protective Order that will be used or referenced in Appellants' Opening

1 Brief as well as the Joint Appendix herein;

2 12. That I have read and reviewed the foregoing MOTION TO  
3 SEAL/REDACT and know the contents thereof;

4 13. Based upon information and belief, I affirm that the Exhibits attached to  
5 such foregoing MOTION TO SEAL/REDACT, above-mentioned, namely Exhibits 1  
6 through 3, are true and correct copies of such documents; and,

7 14. That the same is true of my knowledge except as to those matters therein  
8 stated upon information and belief, and as to those matters I believe them to be true.

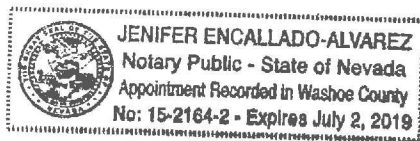
9  
10 FURTHER YOUR AFFIANT SAYETH NAUGHT.

11  
12 Dated this 7<sup>th</sup> day June, 2017.

13  
14  
15 

16 STEPHANIE RICE

17 SUBSCRIBED and SWORN TO before me  
18 this 7<sup>th</sup> day of June, 2017.



19  
20   
21 NOTARY PUBLIC



EXHIBIT “2”

EXHIBIT “2”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

NEVADA RECYCLING AND  
SALVAGE, LTD, a Nevada limited  
liability company, et al.,

Case No.: CV15-00497

Dept. No.: 7

Plaintiffs,

vs.

RENO DISPOSAL COMPANY, INC.,  
a Nevada corporation doing business  
as WASTE MANAGEMENT, et al.,

Defendants.

ORDER

**Procedural History**

On February 10, 2016, Defendant's filed a *Motion for a Protective Order*. On February 19, 2016, Plaintiff's filed an *Opposition*. On February 29, 2016, Defendant's filed a *Reply*, and submitted the matter for decision.

**Relevant Facts**

This case involves a dispute over franchise agreements granted by the City of Reno to Defendant, Reno Disposal, and Castaway Trash Hauling in 2012. After the original agreements were signed, Castaway assigned the rights it held under its own franchise agreement with the City of Reno to Reno Disposal. As a result, Reno

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second  
3 Judicial District Court of the State of Nevada, County of Washoe; that on this  
4 23 day of March, 2016, I electronically filed the following with the Clerk of the  
5 Court by using the ECF system which will send a notice of electronic filing to the  
6 following:

7 Stephanie Rice, Esq., for Nevada Recycling and Salvage, Ltd

8 Mark Simons, Esq., for Reno Disposal Company, Inc.

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12 Judicial Assistant  
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EXHIBIT “1”

EXHIBIT “1”

1 Mark G. Simons, Esq., NSB No. 5132  
2 Therese M. Shanks, Esq., NSB No. 12890  
3 ROBISON, BELAUSTEGUI, SHARP & LOW  
4 71 Washington Street  
5 Reno, Nevada 89503  
6 Telephone: (775) 329-3151  
7 Facsimile: (775) 329-7169  
8 Email: [msimons@rbsllaw.com](mailto:msimons@rbsllaw.com) and  
9 [tshanks@rbsllaw.com](mailto:tshanks@rbsllaw.com)

10 *Attorneys for Defendants*

11 **IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA**  
12 **IN AND FOR THE COUNTY OF WASHOE**

13 NEVADA RECYCLING AND SALVAGE, CASE NO.: CV15-00497  
14 LTD., a Nevada Limited Liability  
15 Company; and AMCB, LLC, a Nevada  
16 Limited Liability Company dba RUBBISH  
17 RUNNERS, DEPT. NO.: 7

18 Plaintiffs,

19 vs.

20 RENO DISPOSAL COMPANY, INC., a  
21 Nevada Corporation dba WASTE  
22 MANAGEMENT; REFUSE, INC., a  
23 Nevada Corporation; ABC  
24 CORPORATIONS, I\*-X; BLACK AND  
25 WHITE COMPANIES, I-X; and JOHN  
26 DOES I-X, inclusive,

27 Defendants.

28 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

Plaintiffs NEVADA RECYCLING AND SALVAGE, LTD. ("NRS"), and AMCB,  
LLC, dba RUBBISH RUNNERS ("RR"), by and through their counsel of Winter Street  
Law Group, and Defendants RENO DISPOSAL COMPANY, INC. ("Reno Disposal") and  
REFUSE, INC. ("Refuse"), by and through its counsel of Robison, Belaustegui, Sharp



1 and Low, hereby stipulate and agree as follows:

2 WHEREAS, Plaintiffs filed the above-styled and numbered suit against  
3 Defendants; and

4 WHEREAS, counsel for Plaintiffs and Defendants (collectively the "Parties") have  
5 caused, or will cause, certain discovery requests to be served upon the opposing  
6 parties: and

7  
8 WHEREAS, the Parties anticipate that they will each assert that some of the  
9 materials sought through discovery are of a confidential or proprietary nature and/or  
10 constitute a trade secret under applicable law, and may assert such a privilege from  
11 discovery as to future requests; and

12  
13 WHEREAS, the Parties and their respective counsel, as described herein, desire  
14 to expedite and facilitate the discovery process in this litigation while protecting the  
15 business interests of the Parties; and

16  
17 WHEREAS, all counsel, and the Parties, as described herein, agree that the  
18 easiest and most economical way to accomplish this goal is through the execution of  
19 the Stipulated Confidentiality Agreement and Protective Order (the "Protective Order");

20 IT IS THEREFORE AGREED as follows:

21 1. The purpose of this Protective Order is to protect the confidentiality and  
22 proprietary nature of certain documents and information that have been, or will be,  
23 produced by a party or by any third-party (a "Disclosing Party") during the course of this  
24 litigation. This Protective Order does not and will not govern any trial proceedings in  
25 this action but will otherwise be applicable to and govern the handling of future  
26 documents, depositions, deposition exhibits, interrogatory responses, responses to  
27 requests for admissions, responses to requests for production of documents, and all  
28 other discovery obtained pursuant to the applicable rules of civil procedure or other

1 legal process by or from, or produced on behalf of, a disclosing party in connection with  
2 this action.

3 2. Documents and information produced in this case by any party shall be  
4 protected from inappropriate and/or inadvertent disclosure in accordance with the  
5 following terms and conditions:  
6

- 7 a. Either party may, in good faith, in accordance with the spirit of NRCP  
8 26(c)(7), designate documents or discovery information "CONFIDENTIAL"  
9 prior to production, including by way of example, but not limited to,  
10 financial information and business records. The disclosing party making  
11 such a designated disclosure must specifically identify the portions of the  
12 documents or materials containing confidential information, or whether the  
13 entire document is designated confidential. With respect to any electronic  
14 documents, the Disclosing Party must specify in writing that the material is  
15 designated as confidential.  
16
- 17 b. All documents produced by either party in this case and designated  
18 "CONFIDENTIAL" shall only be used and/or disclosed for the purpose of  
19 "this action" (CASE NO.: CV15-00497) or to "qualified persons" as  
20 defined in Paragraph 3 herein. "This action" specifically refers to the  
21 pretrial proceedings, trial preparation, the trial or settlement of the above-  
22 entitled cause of action and any direct appeal arising directly therefrom  
23 and no other.  
24
- 25 c. If counsel for a party disagrees with a disclosing party's designation of any  
26 discovery material as "CONFIDENTIAL", then the parties that dispute will  
27 attempt first to resolve the dispute on an informal basis, whereby the  
28 disclosing party shall have 7 days after notification of the objection to

1 provide a specific written explanation for why the document(s) are  
2 protected before the objecting party can bring the matter before the Court.  
3 All items objected to shall continue to be treated as confidential pending  
4 resolution of such a dispute. If the disputing parties are unable to resolve  
5 such a dispute informally, the disclosing party bears the burden of  
6 persuading the Court that the information is confidential.  
7

- 8 d. Entering into this Protective Order shall not prejudice in any way the right  
9 of a party at any time: (i) to seek a determination by the Court of whether  
10 any particular document, item of material or piece of information should be  
11 subject to the terms of this Protective Order; (ii) to seek relief on  
12 appropriate notice from any provision(s) of this Protective Order, either  
13 generally or as to any particular document, item of material or piece of  
14 information; (iii) to object to any discovery request that has not already  
15 been adjudicated by the Court in this action, including the right to assert  
16 that no discovery should be had of certain documents or information; or,  
17 (iv) to seek documents or other information from any source.  
18

- 19  
20 3. For purposes of this Confidentiality Agreement and Protective Order,

21 "Qualified persons" means:

- 22 a. A party to this action, an officer, director, necessary employee or partner  
23 of a party having direct responsibility for, working directly on, or testifying  
24 in connection with this action; and/or  
25  
26 b. Counsel of record for the Parties and the legal assistants and regularly  
27 employed office staff of counsel of record for the parties; and/or  
28  
c. A person retained by a party or its attorneys of record to assist in this  
action, such as independent accountants, expert witnesses, statisticians,



1 economists, consultants or other technical experts and or consultants,  
2 who have signed a declaration in the form of Exhibit "1", hereto, which  
3 signed declaration shall be retained by such party or its attorneys and  
4 have satisfied the conditions of Sections 4 and 5 herein; and/or  
5  
6 d. Court officials involved in these actions, including the Court and its staff,  
7 court reporters, persons operating video recording equipment at  
8 depositions, Discovery Commissioner and any other Special Master  
9 appointed by the Court; and/or  
10  
11 e. Actual or potential deposition witnesses in this action who are assisting  
12 counsel in the prosecution or defense of this action or whom counsel must  
13 advise concerning the status of this action who has executed a declaration  
14 in the form attached hereto as Exhibit "1"; and/or  
15  
16 f. Any jury or trier of fact of this matter; and/or  
17  
18 g. Any government representative, agency, regulator or auditor, including  
19 any private auditor or any Party to the Franchise and Disposal  
20 Agreement(s) at issue in this action.  
21  
22 4. Before disclosing any of the Disclosing Party's Confidential Information to  
23 any consulting or testifying expert as contemplated by Section 3(c), counsel for the  
24 Retaining Party shall:  
25  
26 a. Provide to such expert a copy of this Protective Order, which he or she  
27 shall read and upon reading shall complete and sign the  
28 Acknowledgement attached hereto as Exhibit "1";  
b. Obtain from such expert a completed and signed copy of said  
Acknowledgement, a resume (curriculum vitae), and the following  
information, (i) the witness's qualifications, including a list of all

1 publications authored in the previous ten (10) years and (ii) a list of all  
2 other cases in which, during the previous four (4) years, the witness  
3 testified as an expert at trial or by deposition;

4 c. For every such expert, serve by electronic mail a copy of said  
5 Acknowledgement and the other information described in Section 4(b)  
6 upon counsel for the Other Party.  
7

8 5. No disclosure of any consultant or expert will necessitate and/or waive any  
9 protected discovery or work product privileges that apply.

10 6. Unless prior written consent for further disclosure has been obtained from  
11 counsel for a Disclosing Party, or permission for such disclosure has been given by the  
12 Court, each qualified person identified in Paragraph 3(a), (c), and (e) above, as well as  
13 counsel for third-party witnesses, to whom delivery, exhibition or disclosure of any  
14 materials designed as "CONFIDENTIAL" is made, shall be provided with a copy of this  
15 Confidentiality Agreement, and shall execute a declaration in the form attached hereto  
16 as Exhibit "1", except where prohibited by local, state or federal law.  
17

18 7. "Confidential" documents, information or other discovery materials shall  
19 include all originals and copies of any document and/or information that has been  
20 designated as such by stamping the cover or other page or by stamping a blank sheet  
21 affixed to the cover or other page with the word "CONFIDENTIAL" or in any other  
22 reasonable manner appropriate to the form in which the confidential information is made by  
23 the Disclosing Party. In lieu of stamping the originals of documents, a Disclosing Party may  
24 stamp copies that are produced or exchanged, or indicate in some appropriate fashion that  
25 the documents are confidential under this Protective Order. Notwithstanding the foregoing,  
26 documents or other discovery materials produced and not so designated through mistake,  
27 or inadvertence, or for any other reasons, shall likewise be deemed confidential upon  
28 written notification to the non-disclosing party.

1           8.     In the event that a "qualified person" ceases to remain a "qualifying person" at  
2 any point in time, access by such person to confidential documents of a Disclosing Party  
3 shall be terminated; however, the provisions of this Protective Order shall remain in full  
4 force and effect as to all persons who have obtained access to such confidential materials  
5 of a Disclosing Party designated for protection hereunder in perpetuity.

6           9.     Nothing contained herein shall prevent disclosure beyond the terms of this  
7 Protective Order if a Disclosing Party consents in writing to such disclosure; or if the Court,  
8 after notice to all Parties, allows such disclosure; or if the party to whom confidential  
9 information has been produced thereafter becomes obligated to disclose the information in  
10 response to a lawful subpoena, PROVIDED THAT, the subpoenaed party gives prompt  
11 written notice to the parties' respective counsel and permits each parties' counsel sufficient  
12 time to intervene and seek appropriate relief in the action in which the subpoena was  
13 issued.

14           10.    The future inadvertent failure to designate information produced in discovery  
15 as confidential shall not be deemed, by itself, to be a waiver of the right to so designate  
16 such discovery materials as confidential information. Within a reasonable time of learning  
17 of any such inadvertent failure, the Disclosing Party shall notify all receiving parties of such  
18 inadvertent failure and take such other steps as necessary to correct such failure after  
19 becoming aware of it. Disclosure of such discovery materials to any other person prior to  
20 later designation of the discovery materials in accordance with this Section shall not violate  
21 the terms of this Protective Order. However, immediately upon being notified of an  
22 inadvertent failure to designate, all parties shall treat such information as though properly  
23 designated and take any actions necessary to prevent further unauthorized disclosure  
24 subject to the provisions of this order.

25           11.    Any of the parties to this action can challenge the designation of materials as  
26 confidential under this Protective Order. The signing of this Protective Order or failure of a  
27 party, at the time it receives Confidential Information, to challenge or object to the  
28 confidentiality designation shall not be deemed a waiver of its right to challenge or object to

1 the confidentiality designation at any later time. In the event that any party desires to  
2 challenge at any time the designation of confidential materials, the challenging party shall,  
3 pursuant to WDCR 12(6), first consult with the party that made the challenged designation  
4 and, if the parties cannot reach agreement as to the appropriate designation for such  
5 materials, may thereafter seek appropriate relief from the Court. Such motions must be  
6 filed within ten (10) calendar days of the WDCR 12(6) conference, or else the challenge is  
7 deemed waived and the document shall be deemed non-confidential. This Protective  
8 Order will not affect the burden of proof on any such motion, or impose any burdens upon  
9 any party that would not exist had the Protective Order not been entered. Any contested  
10 information shall continue to be treated as confidential and subject to this Protective Order  
11 until such time as such motion has been ruled upon.

12 12. Any Disclosing Party may designate depositions and other testimony  
13 (including exhibits) as confidential by indicating on the record at the time the testimony is  
14 given or within thirty (30) calendar days of receiving the final transcript that the entire  
15 testimony or portions thereof shall be designated as confidential. If a designation is made  
16 via a statement on the record during a deposition, counsel must follow up in writing within  
17 thirty (30) calendar days of receiving the transcript or video, identifying the specific pages,  
18 lines, and/or counter numbers containing the confidential information. If no confidentiality  
19 designations are made within the thirty (30) calendar day period, the entire transcript shall  
20 be considered non-confidential. During the thirty (30) calendar day period, the entire  
21 transcript and video shall be treated as confidential information. All originals and copies of  
22 deposition transcripts that contain confidential information shall be prominently marked  
23 "Confidential" on the cover thereof and, if and when filed with the Court, the portions of  
24 such transcript so designated shall be filed under seal. Counsel must designate portions of  
25 a deposition transcript confidential within thirty (30) calendar days of receiving the  
26 transcript. Any DVD or other digital storage medium containing confidential deposition  
27 testimony shall be labeled in accordance with the terms of this Protective Order.  
28

13. Subject to any overriding rules imposed by this Court, if any party submits



1 and/or files with the Court any confidential document or other confidential information  
2 covered by this Protective Order, such documents shall be filed and submitted under seal.  
3 NO party shall file with this Court any motion, brief or other paper containing or otherwise  
4 exhibiting any confidential information designated by a party for protection hereunder  
5 unless said confidential papers are filed in sealed envelopes or other appropriate sealed  
6 containers on which the words "CONFIDENTIAL" and a statement in substantially the  
7 following form:

8 THIS ENVELOPE CONTAINS DOCUMENTS OR INFORMATION THAT HAS BEEN  
9 PRODUCED IN THIS CASE BY (STATE THE APPLICABLE PARTY). IT IS NOT TO  
10 BE OPENED OR THE CONTENTS THERETO TO BE DISPLAYED OR REVEALED  
EXCEPT TO THE COURT AND ITS AUTHORIZED PERSONNEL.

11 14. Nothing in this Protective Order, nor any action taken in compliance with it,  
12 shall:

- 13 a. Operate as an admission by any party that any particular document, or  
14 discovery material, deposition transcript, or discovery response is or is not  
15 confidential; or  
16  
17 b. Prejudice in any way the right of any party to seek a determination by the  
18 Court whether particular documents or other information should or should  
19 not be disclosed or if disclosed whether it should remain subject to the  
20 terms of this Confidentiality Agreement and Protective Order.

21 Any party may request the Court to modify or otherwise grant relief from any provision  
22 of this Protective Order.

23  
24 15. The terms of this Protective Order do not prohibit the Parties from  
25 reproducing documents marked confidential for internal purpose, including, but not  
26 limited to, transmission and communicating between each party and its representative  
27 counsel, internal communications, internal document storage and management  
28 purposes, for reasonable use related to this litigation, and as required to comply with

1 any applicable local, state or federal law or regulation.

2 16. If any confidential information is used in any pretrial proceedings in this  
3 action, it shall not lose its confidential status through such use.

4 17. Nothing in this Protective Order shall be deemed to impair any party's right  
5 to object to the production of documents or information, not previously objected to and  
6 ruled upon by this Court, on any ground, or to assert that the documents or information  
7 sought are privileged or otherwise protected from disclosure or to demand more  
8 stringent restrictions for the treatment or disclosure of any documents or discovery  
9 information on any ground that may be warranted by the circumstances of a particular  
10 document request.  
11

12 18. Nothing in this Protective Order shall bar or otherwise restrict any attorney  
13 herein from rendering advice to their client with respect to this case.  
14

15 19. If a receiving party (a) is subpoenaed in another action or proceeding, (b)  
16 is served with a demand in another action or proceeding in which it is a party, or (c) is  
17 served with any legal process by one not a party or "qualified person" under this  
18 Protective Order, seeking materials which were produced or designated as confidential  
19 pursuant to this Protective Order, the receiving party shall give prompt actual written  
20 notice by hand, facsimile, or electronic mail transmission to all counsel of record for  
21 such Disclosing Party no later than five (5) business days of receipt of such subpoena,  
22 demand or legal process or such shorter notice as may be required to provide other  
23 parties with the opportunity to object to the immediate production of the requested  
24 discovery materials to the extent permitted by law. The burden of opposing  
25 enforcement of the subpoena shall fall upon the party who produced or designated the  
26 discovery material as confidential. In the event a Disclosing Party objects to the  
27 production of the confidential information in any manner, the receiving party shall not  
28

1 disclose or produce any confidential information absent a direct court order compelling  
2 such production. Compliance by the receiving party with any order compelling  
3 production pursuant to a subpoena of any confidential information shall not constitute a  
4 violation of this Protective Order. Nothing in this Protective Order shall be construed as  
5 authorizing a party to disobey a lawful order issued in another action.  
6

7 20. Nothing disclosed pursuant to this protective order shall be used in any  
8 manner whatsoever, either directly or indirectly, to interfere with any Party's customers  
9 or business.

10 21. This Protective Order may be modified by written stipulation among all  
11 parties to this agreement, approved by the Court or by application by noticed motion.  
12

13 22. Nothing in this Protective Order shall be construed as a waiver of any  
14 rights by any party with respect to matters not specifically provided herein.

15 23. In the event that a dispute arises concerning the terms of this Protective  
16 Order, the prevailing party is entitled to reasonable attorney fees and costs.

17  
18 **AFFIRMATION:** The undersigned do hereby affirm that the preceding document  
19 does not contain the social security number of any person.

20 DATED this 28<sup>th</sup> day of March, 2016.

21 ROBISON, BELAUSTEGUI, SHARP & LOW  
22 A Professional Corporation  
23 71 Washington Street  
24 Reno, Nevada 89503

25 Therese Shanks  
26 MARK G. SIMONS  
27 THERESE M. SHANKS  
28 Attorneys for Defendants

*JS*

1 DATED this 28<sup>th</sup> day of March, 2016.

2 WINTER STREET LAW GROUP  
3 96 Winter Street  
4 Reno, Nevada 89503

5 

6 DEL HARDY  
7 STEPHANIE RICE  
8 Attorneys for Plaintiffs

9 ORDER

10 IT IS SO ORDERED this 29 day of MARCH, 2016.

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13 DISTRICT COURT JUDGE



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**EXHIBIT LIST**

**NO.**

**DESCRIPTION**

**PAGES**

1

Acknowledgment and Agreement to Abide by  
Confidentiality and Protective Order

1

EXHIBIT "1"

**ACKNOWLEDGMENT AND AGREEMENT TO  
ABIDE BY CONFIDENTIALITY AND PROTECTIVE ORDER**

THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he/she has read the STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER ("Protective Order") signed by Robison Belaustegui, Sharp & Low, counsel for Defendants RENO DISPOSAL COMPANY, INC., a Nevada Corporation dba WASTE MANAGEMENT; REFUSE, INC., a Nevada Corporation, and by Winter Street Law Group on behalf of Plaintiffs NEVADA RECYCLING AND SALVAGE, LTD., a Nevada Limited Liability Company; and AMCB, LLC, a Nevada Limited Liability Company dba RUBBISH RUNNERS. Said Protective Order having been entered and approved by the presiding Court in Case No. CV15-00497.

The undersigned agrees to be bound by the terms of the above-referenced CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the same manner as the parties and their counsel of record as described in the CONFIDENTIALITY AGREEMENT are bound. The undersigned agrees to provide counsel for the parties to this action with written notice of any document sharing, as well as a list of any recipients of shared documents. The undersigned also agrees to submit to the jurisdiction of the Second Judicial District Court in and for the County of Washoe in the State of Nevada for any proceedings related to any violation or threatened violation of this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

STEPHANIE RICE, ESQ. (SBN 11627)  
DEL HARDY, ESQ. (SBN 1172)  
RICHARD SALVATORE, ESQ. (SBN 6809)  
98 Winter Street  
Reno, Nevada 89503  
(775) 786-5800  
*Attorneys for Appellants*

Electronically Filed  
Jun 08 2017 12:40 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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

\*\*\*

NEVADA RECYCLING AND SALVAGE,  
LTD, a Nevada Limited Liability Company;  
AMCB, LLC, a Nevada Limited Liability  
Company d/b/a RUBBISH RUNNERS,

Appellants,

vs.

RENO DISPOSAL COMPANY, INC, a  
Nevada Corporation doing business as  
WASTE MANAGEMENT; REFUSE, INC.,  
a Nevada Corporation; WASTE  
MANAGEMENT OF NEVADA, INC., a  
Nevada Corporation,

Respondents.

Supreme Court Case No.:71467

District Court Case No.: CV15-00497

**MOTION TO SEAL/REDACT**

**NRAP 26.1 Disclosure (Pursuant to NRAP 26.1(b))**

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the Justices of this Court may evaluate possible disqualification or recusal.

1. All parent corporations and publicly-held companies owning 10 percent or more of the party's stock: None

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1 2. Names of all law firms whose attorneys have appeared for the party or amicus  
2 in this case (including proceedings in the district court or before an administrative  
3 agency) or are expected to appear in this court:

4 Winter Street Law Group\*  
5 (\*formerly Hardy Law Group)

6 Robison, Belaustegui, Sharp & Low

7 3. If litigant is using a pseudonym, the litigant's true name: AMCB, LLC doing  
8 business as "Rubbish Runners"

9 **PREFACE**

10 Appellants, NEVADA RECYCLING AND SALVAGE, LTD ("NRS") and  
11 AMCB, LLC doing business as RUBBISH RUNNERS ("RR"), by and through their  
12 undersigned counsel and pursuant to the Nevada Rules Sealing and Redacting Court  
13 Records, hereby respectfully move this Court for an Order permitting portions of  
14 Appellants' Joint Opening Brief be redacted from public viewing and portions of the  
15 Joint Appendix be filed under seal, as detailed further herein, on the grounds that such  
16 portions are subject to a Stipulated Confidentiality Agreement and Protective Order, a  
17 true and correct copy of which is attached hereto at Exhibit 1.

18 This motion is supported by the Affidavit of Stephanie Rice, the following  
19 Memorandum of Points and Authorities and all papers and pleadings on file herein.

20  
21 Dated this 1<sup>st</sup> day of June, 2017.

WINTER STREET LAW GROUP

22   
23 STEPHANIE RICE, ESQ. (SBN 11627)  
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*Attorneys for Appellants*

1                                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2           **I.       RELEVANT PROCEDURAL HISTORY**

3           A Joint Case Conference Report was filed in the District Court on October 23,  
4 2015 and Appellants herein immediately began discovery issuing a Subpoena Duces  
5 Tecum for records of documents and communications between Reno Disposal  
6 Company, Refuse, Inc. and Castaway, from non-party Castaway to be produced just  
7 fourteen (14) days after discovery opened. See, *Affidavit of Stephanie Rice*, attached  
8 hereto at Exhibit 3, at ¶3. Thereafter, Reno Disposal Company and Refuse, Inc. filed a  
9 Motion to Stay Discovery, which was opposed by Appellants and denied by the  
10 District Court on December 7, 2015. *Id.* at ¶4. On November 20, 2015, non-party  
11 Castaway filed a Motion to Quash [Subpoena Duces Tecum] and Motion for Protective  
12 Order, seeking to preclude Appellants from receiving the documents and  
13 communications between the Waste Management parties and Castaway, sought by  
14 way of the Subpoena Duces Tecum, which Appellants' opposed. *Id.* at ¶5.

15           On December 15, 2015, Appellants propounded Requests for Production of  
16 Documents on Reno Disposal Company and Refuse, in part requesting documents and  
17 communications between Waste Management and Castaway, including but not limited  
18 to records related to the secret purchase of Castaway at issue in this case. *Id.* at ¶6.

19           On February 10, 2016, Reno Disposal Company and Refuse, Inc. filed a Motion  
20 for Protective Order seeking to preclude Appellants from obtaining the documents  
21 requested in their Requests for Production of Documents, which Appellants herein  
22 opposed. *Id.* at ¶7.

23           On February 11, 2016, the Discovery Commissioner entered a Recommendation  
24 for Order, later adopted by the District Court, granting in part and denying in part non-  
25 party Castaway's Motion to Quash Subpoena and Motion for Protective Order finding,  
26 that the documents requested had to first be requested from parties to the action,  
27 namely Reno Disposal Company and Refuse, Inc.; and then, if some records were not  
28

1 disclosed or unavailable, the documents sought could be requested of non-party  
2 Castaway. *Id.* at ¶8.

3 On March 23, 2016, the District Court denied Reno Disposal Company and  
4 Refuse, Inc.'s Motion for Protective Order finding that "while the requested  
5 documentation is confidential commercial information, it is not shielded from  
6 discovery." See, Order, attached hereto at Exhibit 2. Despite the District Court's  
7 Order denying Reno Disposal Company and Refuse, Inc.'s Motion for Protective  
8 Order, upon demand to produce the documents set forth in Appellants' Requests for  
9 Production, on March 24, 2016, Reno Disposal Company and Refuse, Inc.'s counsel  
10 indicated he would be on vacation until April 4, 2016, that he needed time "to  
11 personally review the information prior to production," that they were considering  
12 alternative options to the Court's Order denying the Motion for Protective Order, as  
13 well as writ options and, that because the Court acknowledged in its Order that the  
14 information is confidential, Reno Disposal Company and Refuse, Inc. requested a  
15 stipulated protective order in place before they would agree to produce the documents.  
16 *Id.* at ¶9.

17 As such, and to finally obtain at least some of the discovery documents that  
18 Appellants had literally been requesting for almost six (6) months since discovery  
19 opened, Appellants acquiesced and entered into a Stipulated Confidentiality  
20 Agreement and Protective Order, which the District Court signed on March 29, 2016.  
21 *Id.* at ¶10; See also, Exhibit 1.

22 Pursuant to the terms of the Stipulated Confidentiality Agreement and Protective  
23 Order ("Protective Order"), the undersigned is believed to have a duty thereunder to  
24 file the instant Motion to Seal/ Redact all confidential information subject to the  
25 Protective Order that will be used or referenced in Appellants' Opening Brief as well  
26 as the Joint Appendix herein. *Id.* at ¶11.

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## II. ARGUMENT

Part VII of the Nevada Supreme Court Rules provides procedures for sealing and redacting court records in civil actions and is commonly referred to as the Nevada Rules for Sealing and Redacting Court Records ("SRCR"). Under SRCR 3, the Court may seal records upon its own motion or upon the motion of any party. SRCR 3(1). SRCR 7 provides that "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."

As such, due the obligations set forth in the Protective Order, the undersigned hereby moves this Court for an Order sealing of all documents set forth in the Joint Appendix which are subject to the Protective Order and for redaction of all portions of Appellants' Opening Brief and any subsequent Reply Brief, which are subject to the provisions of the Protective Order.

## III. CONCLUSION

Based on the foregoing, Appellants' herein respectfully request that this Court enter an order directing the Clerk to seal the documents that have been removed from the Joint Appendix for e-filing and replaced with a sheet of paper indicating the document is sealed. All such documents removed for proposed sealing have been provided to the Clerk in a sealed envelope as requested. Appellants' further ask this Court to enter an order permitting the redaction of all portions of Appellants' Opening and Reply Briefs, as applicable, that are subject to the Protective Order. A redacted version of Appellants' Joint Opening Brief has been electronically filed concurrently herewith, with one complete, un-redacted and unstapled (loose) copy of Appellants' Joint Opening Brief provided to the Clerk in a sealed envelope.

Dated this 7<sup>th</sup> day of June, 2017.

WINTER STREET LAW GROUP



STEPHANIE RICE, ESQ. (SBN 11627)

DEL HARDY, ESQ. (SBN 1172)

RICHARD SALVATORE, ESQ. (SBN 6809)

*Attorneys for Appellants*

**CERTIFICATE OF SERVICE**

I hereby certify pursuant to NRAP 25(c), that on the 8 day of June, 2017, I caused service of a true and correct copy of the above and foregoing **MOTION TO SEAL/REDACT** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

Mark Simons, Esq.  
Therese M. Shanks, Esq.  
Robison, Belaustegui, Sharp and Low  
71 Washington Street  
Reno, Nevada 89503  
Attorneys for Respondents

X by Personal Delivery/Hand Delivery addressed to:

Mark Simons, Esq.  
Therese M. Shanks, Esq.  
Robison, Belaustegui, Sharp and Low  
71 Washington Street  
Reno, Nevada 89503

DATED this 8<sup>th</sup> day of June, 2017.

  
AN EMPLOYEE OF WINTER STREET LAW GROUP



**EXHIBIT LIST**

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