

In the Supreme Court of Nevada

BARRICK GOLDSTRIKE MINES, INC.,
Petitioner,

vs.

EIGHTH JUDICIAL DISTRICT COURT of the
State of Nevada, in and for the County of
Clark; and the Honorable ELIZABETH
GOFF GONZALEZ, District Judge,

Respondents,

and

BULLION MONARCH MINING, INC.,
Real Party in Interest.

Electronically Filed
Feb 10 2020 07:00 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

District Court
Case No. A785913

MOTION TO FILE UNDER SEAL
VOLUME 6 OF BULLION'S APPENDIX TO ANSWER

Real party in interest Bullion Monarch Mining, Inc. moves this
Court for an order sealing portions of its appendix. SRCR 3(1).

Tab 10 of Volume 6 to the appendix is Bullion's "Opposition to Re-
newed Motion to Dismiss," filed in United States District Court Case
No. 3:09-cv-00612-MMD-WGC. In candor, Bullion does not see any rea-
son to maintain the confidentiality of this document. The redacted por-
tions of the publicly-filed version cited to an appendix that has since
been publicly filed in the Ninth Circuit. (1/3/20 Order to Publicly File

Appendix Volumes, Exhibit A.) Bullion submits it under seal here out of an abundance of caution, since it was originally filed pursuant to a protective order in that action.

Tabs 11–14 were filed under seal in the district court in furtherance of a protective order entered under NRCP 26(c). SRCR 3(4)(b). The parties’ stipulated protective order (Exhibit B) and the orders sealing those particular papers (Exhibit C) are attached.

Dated this 10th day of February, 2020.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Abraham G. Smith
DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
ABRAHAM G. SMITH (SBN 13,250)
3993 Howard Hughes Parkway,
Suite 600
Las Vegas, Nevada 89169
(702) 949-8200

*Attorneys for Bullion
Monarch Mining, Inc.*

CERTIFICATE OF SERVICE

I certify that on February 10, 2020, I submitted the foregoing MOTION TO FILE UNDER SEAL VOLUME 6 OF BULLION'S APPENDIX TO ANSWER for filing *via* the Court's eFlex electronic filing system. Electronic notification will be sent to the following:

Michael R. Kealy
Ashley C. Nikkel
PARSONS BEHLE
& LATIMER
50 West Liberty Street,
Suite 750
Reno, NV 89501

Brandon J. Mark
PARSONS BEHLE
& LATIMER
201 S. Main Street,
Suite 1800
Salt Lake City, UT
84111

James J. Pisanelli
Debra L. Spinelli
Dustun H. Holmes
Kirill V. Mikhaylov
PISANELLI BICE PLLC
400 South 7th Street,
Suite 300
Las Vegas, NV 89101

Attorneys for Barrick Goldstrike Mines, Inc.

*Attorneys for Barrick
Gold Corporation*

Honorable Elizabeth Gonzalez
Department 11
EIGHTH JUDICIAL DISTRICT COURT
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Lisa M. Noltie
An Employee of Lewis Roca Rothgerber Christie LLP

EXHIBIT A

EXHIBIT A

FILED

UNITED STATES COURT OF APPEALS

JAN 3 2020

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

BULLION MONARCH MINING, INC.,

Plaintiff-Appellant,

v.

BARRICK GOLDSTRIKE MINES, INC.,

Defendant-Appellee.

No. 18-17246

D.C. No.

3:09-cv-00612-MMD-WGC

District of Nevada,

Reno

ORDER

On December 9, 2019, appellant submitted the opening brief and Volumes 8 and 9 of the excerpts of record provisionally under seal, accompanied by notices of intent to publicly file the documents pursuant to Ninth Circuit Rule 27-13(f). No other party has filed a motion to file or maintain under seal the opening brief and Volumes 8 and 9 of the excerpts of record. Consequently, the Clerk shall publicly file the notices, the opening brief, and all volumes of appellant's excerpts of record. The existing briefing schedule remains in effect.

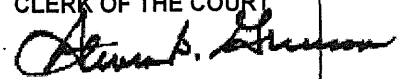
FOR THE COURT:

MOLLY C. DWYER
CLERK OF COURT

By: Mary Hurley
Deputy Clerk
Ninth Circuit Rule 27-7

EXHIBIT B

EXHIBIT B



1 CLAYTON P. BRUST (SBN 5234)
2 KENT ROBISON (SBN 1167)
3 ROBISON, SHARP, SULLIVAN & BRUST, P.C.
4 71 Washington Street
5 Reno, Nevada 89503
6 (775) 329-3151
7 (775) 329-7941 (Fax)
8 CBrust@RSSBLaw.com

9 DANIEL F. POLSENBERG (SBN 2376)
10 JOEL D. HENRIOD (SBN 8492)
11 ABRAHAM G. SMITH (SBN 13,250)
12 LEWIS ROCA ROTHGERBER CHRISTIE LLP
13 3993 Howard Hughes Parkway, Suite 600
14 Las Vegas, Nevada 89169-5996
15 (702) 949-8200
16 (702) 949-8398 (Fax)
17 DPolsenberg@LRRC.com
18 JHenriod@LRRC.com
19 ASmith@LRRC.com

20 *Attorneys for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

21 BULLION MONARCH MINING,
22 INC.,

23 Plaintiff,

24 *vs.*

25 BARRICK GOLDSTRIKE MINES,
26 INC.; BARRICK GOLD
27 EXPLORATION INC.; ABX
28 FINANCECO INC.; BARRICK GOLD
CORPORATION; and DOES 1
through 20,

Defendants.

Case No.: A-19-785913-B

Dep't No.: XI

STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER

Plaintiff Bullion Monarch Mining, Inc. ("Plaintiff" or "Bullion") and defendants Barrick Goldstrike Mines, Inc., Barrick Gold Exploration Inc., ABX Financeco Inc., and Barrick Gold Corporation (collectively the "Defendants" or "Barrick") hereby stipulate that the handling of confidential material in these proceedings shall be governed by the provisions set forth below:

1. **Applicability of this Protective Order:** Subject to Section 21 below, this Protective Order does not and will not govern any trial proceedings

Lewis Roca
ROTHGERBER CHRISTIE

4835-4654-6326v1

1 in this action but will otherwise be applicable to and govern the handling of doc-
2 uments, depositions, deposition exhibits, interrogatory responses, responses to
3 requests for admissions, responses to requests for production of documents, and
4 all other discovery obtained pursuant to Nevada Rules of Civil Procedure or
5 other legal process by or from, or produced on behalf of, a party or witness in
6 connection with this action (this information hereinafter shall be referred to as
7 "Discovery Material"). As used herein, "Producing Party" or "Disclosing Party"
8 shall refer to the parties and nonparties that give testimony or produce docu-
9 ments or other information in connection with this action; "Receiving Party"
10 shall refer to the parties in this action that receive such information, and "Au-
11 thorized Recipient" shall refer to any person or entity authorized by Sections 12,
12 13, and 14 of this Protective Order to obtain access to Confidential Information,
13 Highly Confidential Information, or the contents of such Discovery Material.

14 2. **Designation of Information:** Any Producing Party may designate
15 Discovery Material that is in its possession, custody, or control produced to a
16 Receiving Party as "Confidential," "Highly Confidential," or "Attorneys' Eyes
17 Only" under the terms of this Protective Order if the Producing Party in good
18 faith reasonably believes that such Discovery Material contains nonpublic, con-
19 fidential information as defined in Sections 4 and 5 below.

20 3. **Exercise of Restraint and Care in Designating Material for**
21 **Protection:** Each Producing Party that designates information or items for
22 protection under this Protective Order must take care to limit any such desig-
23 nation to specific material that qualifies under the appropriate standards. In-
24 discriminate designations are prohibited.

25 4. **Confidential Information:** For purposes of this Protective Order,
26 "Confidential Information" means any information that constitutes, reflects, or
27 discloses nonpublic information, trade secrets, know-how, or other financial,
28 proprietary, commercially sensitive, confidential business, marketing, regul-

1 atory, or strategic information (regarding business plans or strategies, technical
2 data, and nonpublic designs), and/or similarly sensitive information of the type
3 contemplated by Rule 26(c) of the Nevada Rules of Civil Procedure, the
4 disclosure of which the Producing Party believes in good faith might reasonably
5 jeopardize law enforcement, result in safety, security or operational injury, eco-
6 nomic or competitive, or business injury to the Producing Party (or its affiliates,
7 personnel, or clients) and which is not publicly known and cannot be ascer-
8 tained from an inspection of publicly available sources, documents,
9 material, or devices. Confidential Information shall also include sensitive per-
10 sonal information that is not otherwise publicly available, such as home ad-
11 dresses; social security numbers; dates of birth; employment personnel files;
12 medical information; home telephone records/numbers; employee disciplinary
13 records; wage statements or earnings statements; employee benefits data;
14 tax records; financial institution account numbers, and other similar personal
15 financial information. A party may also designate as "CONFIDENTIAL" compi-
16 lations of publicly available discovery materials, which would not be known
17 publicly in a compiled form.

18 **5. Highly Confidential Information:** For purposes of this Protec-
19 tive Order, Highly Confidential Information is any Confidential Information as
20 defined in Section 4 above that also includes extremely sensitive, highly confi-
21 dential, nonpublic information, consisting either of trade secrets or proprietary
22 or other highly confidential business, financial, regulatory, private, or strategic
23 information (including information regarding business plans, technical data,
24 and nonpublic designs), the disclosure of which would create a substantial risk
25 of competitive, business, or personal injury to the Producing Party. A party may
26 re-designate material originally "CONFIDENTIAL" as "HIGHLY
27 CONFIDENTIAL" by giving notice of such a re-designation to all parties.

28 **6. Attorneys' Eyes Only Information:** For the purposes of this

1 Protective Order, Attorneys' Eyes Only Information is any Confidential or
2 Highly Confidential Information as defined in Sections 4 or 5 above, the disclo-
3 sure of which would result in harm of a safety, security, or operational nature.
4 A party may re-designate material originally "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL" as "ATTORNEYS' EYES ONLY" by giving notice of such a
6 re-designation to all parties.

7 **7. Designating Confidential Information, Highly Confidential**
8 **Information or Attorneys' Eyes Only Information.** If any party in this ac-
9 tion determines in good faith that any information, documents, things, or re-
10 sponses produced in the course of discovery in this action should be designated
11 as Confidential Information, Highly Confidential Information, or Attorneys'
12 Eyes Only Information (the "Designating Party"), it shall advise any party re-
13 ceiving such material of this fact, and all copies of such documents, things, or
14 responses, or portions thereof deemed to be confidential shall be marked
15 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL" or "ATTORNEYS' EYES
16 ONLY" (whether produced in hard copy or electronic form) at the expense of the
17 designating party and treated as such by all parties. A Designating Party may
18 inform another party that a document is Confidential, Highly Confidential, or
19 Attorneys' Eyes Only by providing the Bates number of the document in writ-
20 ing. If Confidential, Highly Confidential, or Attorneys' Eyes Only Information is
21 produced via an electronic form on a computer readable medium (e.g., CD-
22 ROM), other digital storage medium, or via electronic transmission, the Produc-
23 ing Party or Designating Party shall affix in a prominent place on the storage
24 medium or container file on which the information is stored, and on any con-
25 tainer(s) for such medium, the legend "Includes CONFIDENTIAL
26 INFORMATION," "Includes HIGHLY CONFIDENTIAL INFORMATION" or
27 "Includes ATTORNEYS' EYES ONLY." Nothing in this section shall extend con-
28 fidentiality or the protections associated therewith to any information

1 that does not otherwise constitute "Confidential Information," "Highly Confidential Information," or "Attorneys' Eyes Only Information" as defined in Sections 4, 5, or 6 herein.

4 **8. Redaction Allowed:** Any Producing Party may redact from the
5 documents or things it produces matter that the Producing Party claims is sub-
6 ject to the attorney-client privilege, the work product doctrine, a legal prohibi-
7 tion against disclosure, or any other privilege from disclosure. Any Producing
8 Party also may redact information that is both personal and nonresponsive,
9 such as a social security number. A Producing Party may not withhold nonprivi-
10 leged, responsive information solely on the grounds that such information is
11 contained in a document that includes privileged information. The Producing
12 Party shall mark each redaction with a legend stating "REDACTED," and in-
13 clude an annotation indicating the specific reason for the redaction (*e.g.*,
14 "REDACTED - Work Product"). All documents redacted based on attorney-cli-
15 ent privilege, work product immunity, deliberative process privilege or any
16 other claim of privilege shall be listed in an appropriate log in conformity with
17 Nevada law and Nevada Rule of Civil Procedure 26(b)(5). Where a document
18 consists of more than one page, the page on which information has been re-
19 dacted shall so be marked. The Producing Party shall preserve an unredacted
20 version of such document.

21 **9. Use of Confidential Information, Highly Confidential Infor-**
22 **mation, or Attorneys' Eyes Only.** Except as provided herein, Confidential In-
23 formation, Highly Confidential Information, and Attorneys' Eyes Only desig-
24 nated or marked shall be maintained in confidence, used solely for the purposes
25 of this action, to the extent not otherwise prohibited by an order of the Court,
26 shall be disclosed to no one except those persons identified herein in Sections
27 12, 13, and 14 and shall be handled in such manner until such designation is re-
28 moved by the Designating Party or by order of the Court. Confidential, Highly

1 Confidential, or Attorneys' Eyes Only information produced by another party
2 shall not be used by any Receiving Party for any commercial, competitive, oper-
3 ational, or personal purpose. Nothing in this Protective Order shall govern or
4 restrict a Producing Party's use of its own Confidential, Highly Confidential, At-
5 torneys' Eyes Only Information in any way.

6 10. Once the Court enters this Protective Order, a party shall have
7 thirty (30) days to designate as Confidential or Highly Confidential any docu-
8 ments previously produced in this action, which it can do by stamping
9 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "ATTORNEYS' EYES
10 ONLY" on the document, or informing the other parties of the Bates numbers of
11 the documents so designated.

12 11. **Use of Confidential Information, Highly Confidential Infor-**
13 **mation, Attorneys' Eyes Only in Depositions.** Counsel for any party shall
14 have the right to disclose Confidential or Highly Confidential Information at
15 depositions, provided that such disclosure is consistent with this Protective Or-
16 der, including Sections 10 and 11. Any counsel of record may request that all
17 persons not entitled under Sections 12, 13, or 14 of this Protective Order to have
18 access to Confidential Information, Highly Confidential Information, or Attor-
19 neys' Eyes Only Information leave the deposition room during the confidential
20 portion of the deposition. Failure of such other persons to comply with a request
21 to leave the deposition shall constitute substantial justification for counsel to
22 advise the witness that the witness need not answer the question where the an-
23 swer would disclose Confidential Information or Highly Confidential Infor-
24 mation. Additionally, at any deposition session, (1) upon inquiry with regard to
25 the content of any discovery material(s) designated or marked as
26 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "ATTORNEYS'
27 EYES ONLY;" (2) whenever counsel for a party deems that the answer to a
28 question may result in the disclosure or revelation of Confidential, Highly

1 Confidential, or Attorneys' Eyes Only Information; and/or (3) whenever counsel
2 for a party deems that the answer to any question has resulted in the disclosure
3 or revelation of Confidential, Highly Confidential Information, or Attorneys'
4 Eyes Only, counsel to any party may designate portions of a deposition tran-
5 script and/or video of any deposition (or any other testimony) as containing Con-
6 fidential, Highly Confidential, or Attorneys' Eyes Only Information in accord-
7 ance with this Order by a statement on the record during the deposition or by
8 notifying all other parties in writing, within thirty (30) calendar days of receiv-
9 ing the transcript or video that it contains Confidential, Highly Confidential, or
10 Attorneys' Eyes Only Information and designating the specific pages, lines,
11 and/or counter numbers as containing Confidential, Highly Confidential, or At-
12 torneys' Eyes Only Information. If a designation is made via a statement on the
13 record during a deposition, counsel must follow up in writing within thirty (30)
14 calendar days of receiving the transcript or video, identifying the specific pages,
15 lines, and/or counter numbers containing the Confidential or Highly Confiden-
16 tial Information. If no confidentiality designations are made within the thirty
17 calendar (30) day period, the entire transcript shall be considered non-confiden-
18 tial. During the thirty (30) day period, the entire transcript and video shall be
19 treated as Confidential Information (or Highly Confidential Information or At-
20 torneys' Eyes Only). All originals and copies of deposition transcripts that con-
21 tain Confidential Information, Highly Confidential Information, or Attorneys'
22 Eyes Only shall be prominently marked "CONFIDENTIAL," "HIGHLY
23 CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on the cover thereof and, if
24 and when filed with the Court, the portions of such transcript so designated
25 shall be filed under seal. Counsel must designate portions of a deposition tran-
26 script as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "ATTORNEYS
27 EYES ONLY" within thirty calendar (30) days of receiving the transcript. Any
28 DVD or other digital storage medium containing Confidential or Highly

1 Confidential deposition testimony shall be labeled in accordance with the provi-
2 sions of Section 6.

3 **12. Persons Authorized to Receive Confidential Information.**

4 Confidential Information produced pursuant to this Protective Order may be
5 disclosed or made available only to the Court, its employees, other court person-
6 nel, any discovery referee, mediator or other official who may be appointed by
7 the Court, and to the persons below:

8 (a) A party, or officers, directors, employees, and agents of a party
9 deemed necessary by counsel to aid in the prosecution, defense, or settle-
10 ment of this action;

11 (b) Counsel for a party (including in-house attorneys, outside attor-
12 neys associated with a law firm(s) of record, and paralegal, clerical, and
13 secretarial staff employed by such counsel);

14 (c) Persons retained by a party to provide litigation support services
15 (photocopying, videotaping, translating, preparing exhibits or demonstra-
16 tions, organizing, storing, retrieving data in any form or medium, etc.);

17 (d) Consultants or expert witnesses (together with their support
18 staff) retained for the prosecution or defense of this litigation, provided
19 that such an expert or consultant is not a current employee of a direct
20 competitor of a party named in this action;

21 (e) Court reporter(s) and videographers(s) employed in this action;

22 (f) Any authors or recipients of the Confidential Information;

23 (g) A witness at any deposition or other proceeding in this action,
24 who shall sign the Confidentiality Agreement attached as "Exhibit A" to
25 this Protective Order before being shown a confidential document; and

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

28 Any person to whom Confidential Information is disclosed pursuant to

1 subparts (a) through (g) hereinabove shall be advised that the Confidential In-
2 formation is being disclosed pursuant to an order of the Court, that the infor-
3 mation may not be disclosed by such person to any person not permitted to have
4 access to the Confidential Information pursuant to this Protective Order, and
5 that any violation of this Protective Order may result in the imposition of such
6 sanctions as the Court deems proper. Any person to whom Confidential Infor-
7 mation is disclosed pursuant to subpart (c), (d), (g) or (h) of this section shall
8 also be required to execute a copy of the form Exhibit A. The persons shall agree
9 in writing to be bound by the terms of this Protective Order by executing a copy
10 of Exhibit A (which shall be maintained by the counsel of record for the party
11 seeking to reveal the Confidential Information) in advance of being shown the
12 Confidential Information. No party (or its counsel) shall discourage any persons
13 from signing a copy of Exhibit A. If a person refuses to execute a copy of Exhibit
14 A, the party seeking to reveal the Confidential Information shall seek an order
15 from the Court directing that the person be bound by this Protective Order. In
16 the event of the filing of such a motion, Confidential Information
17 may not be disclosed to such person until the Court resolves the issue. Proof of
18 each written agreement provided for under this Section shall be maintained by
19 each of the parties while this action is pending and disclosed to the other par-
20 ties upon good cause shown and upon order of the Court.

21 13. **Persons Authorized to Receive Highly Confidential Infor-**
22 **mation.** "HIGHLY CONFIDENTIAL" documents and information may be used
23 only in connection with this case and may be disclosed only to the Court and the
24 persons listed in subsections (b) to (e) and (g) to (h) of Section 10 above, but
25 shall not be disclosed to a party, or an employee of a party, unless otherwise
26 agreed or ordered. With respect to sub-section (f) of Section 10 above, the par-
27 ties will consider disclosure of Highly Confidential Information to an author or
28

1 recipient on a case-by-case basis. Any person to whom Highly Confidential In-
2 formation is disclosed pursuant to sub-sections (c), (d), (g) or (h) of Section 10
3 above shall also be required to execute a copy of the form Exhibit A.

4 **14. Persons Authorized to Receive Attorneys' Eyes Only Infor-**
5 **mation.** "ATTORNEYS' EYES ONLY" documents and information may be used
6 only in connection with this case and may be disclosed only to outside counsel
7 for a party. Any person to whom ATTORNEYS' EYES ONLY Information is dis-
8 closed shall also be required to execute a copy of the form Exhibit A.

9 **15. Filing of Confidential Information or Highly Confidential In-**
10 **formation With the Court.** Any party seeking to file or disclose materials des-
11 ignated as Confidential Information, Highly Confidential Information, or Attor-
12 neys' Eyes Only with the Court in this Action must seek to file such Confiden-
13 tial, Highly Confidential, or Attorneys' Eyes Only Information under seal
14 pursuant to Rule 3 of the Nevada Rules for Sealing and Redacting Court Rec-
15 ords. *and the department's procedure. (See)* The Designating Party will have the burden to provide the Court with any
16 information necessary to support the designation as Confidential Information.

17 **16. Notice to Nonparties.** Any party issuing a subpoena to a nonparty
18 shall enclose a copy of this Protective Order and advise the nonparty that it
19 may designate any Discovery Material it produces pursuant to the terms of this
20 Protective Order, should the nonparty producing party wish to do so. This Or-
21 der shall be binding in favor of nonparty designating parties to the maximum
22 extent permitted by law. Any nonparty invoking the Protective Order shall com-
23 ply with, and be subject to, all applicable sections of the Protective Order.

24 **17. Knowledge of Unauthorized Use or Possession.** If a party re-
25 ceiving Confidential Information, Highly Confidential Information, or Attor-
26 neys' Eyes Only learns of any possession, knowledge, use or disclosure of any
27 Confidential Information, Highly Confidential Information, or Attorneys' Eyes

1 Only Information in violation of the terms of this Protective Order, the Receiv-
2 ing Party shall immediately notify in writing the party that produced the Confi-
3 dential Information, Highly Confidential Information or Attorneys' Eyes Only
4 Information. The Receiving Party shall promptly furnish the Producing Party
5 the full details of such possession, knowledge, use or disclosure. With respect to
6 such unauthorized possession, knowledge, use or disclosure the Receiving Party
7 shall assist the Producing Party in remedying the disclosure (e.g., by retrieving
8 the Confidential Information from an unauthorized recipient) and/or preventing
9 its recurrence.

10 18. **Copies, Summaries or Abstracts.** Any copies, summaries, ab-
11 stracts or exact duplications of Confidential Information or Highly Confidential
12 Information shall be marked "CONFIDENTIAL," "HIGHLY CONFIDENTIAL,"
13 or "ATTORNEYS' EYES ONLY," and shall be considered Confidential Infor-
14 mation or Highly Confidential Information subject to the terms and conditions
15 of this Protective Order.

16 19. **Information Not Confidential.** The restrictions set forth in this
17 Protective Order shall not be construed to apply to any information or materials
18 that:

19 (a) Were lawfully in the Receiving Party's possession prior to such
20 information being designated as Confidential, Highly Confidential, or Attor-
21 neys' Eyes Only Information in this action, and that the Receiving Party is not
22 otherwise obligated to treat as confidential;

23 (b) Were obtained without any benefit or use of Confidential, Highly
24 Confidential Information, or Attorneys' Eyes Only, from a third party having
25 the right to disclose such information to the Receiving Party without restriction
26 or obligation of confidentiality;

27 (c) Were independently developed after the time of disclosure by
28 persons who did not have access to the Producing Party's Confidential, Highly

1 Confidential, or Attorneys' Eyes Only, Information;

2 (d) Have been or become part of the public domain by publication or
3 otherwise and not due to any unauthorized act or omission on the part of a Re-
4 ceiving Party; or

5 (e) Under law, have been declared to be in the public domain.

6 20. **Challenges to Designations.** Any party may object to the desig-
7 nation of Confidential Information, Highly Confidential Information, or Attor-
8 neys' Eyes Only, on the ground that such information does not constitute Confi-
9 dential Information, Highly Confidential, or Attorneys Eyes' Only Information
10 by serving written notice upon counsel for the Producing Party within sixty (60)
11 calendar days of the date the item(s) was designated, specifying the item(s)
12 3 in question and the grounds for the objection. If a party objects to the designa-
13 tion of any materials as Confidential Information, Highly Confidential Infor-
14 mation, or Attorneys' Eyes Only, the party challenging the designation shall ar-
15 range for an EDCR 2.34 conference to be held within ten (10) calendar days of
16 service of a written objection to the designation to attempt to informally resolve
17 the dispute. If the parties cannot resolve the matter, the party challenging the
18 designation may file a motion with the Court to resolve the dispute. Such mo-
19 tions must be filed within ten (10) calendar days of the EDCR 2.34 conference.
20 This Protective Order will not affect the burden of proof on any such motion, or
21 impose any burdens upon any party that would not exist had the Protective Or-
22 der not been entered; as a general matter, the burden shall be on the person
23 making the designation to establish the propriety of the designation. Any con-
24 tested information shall continue to be treated as confidential and subject to
25 this Protective Order until such time as such motion has been ruled upon.

26 21. **Use in Court.** If any Confidential, Highly Confidential, or Attor-
27 neys' Eyes Only Information is used in any pretrial Court proceeding in this ac-
28 tion, it shall not necessarily lose its confidential status through such use, and

1 the party using such information shall take all reasonable steps consistent with
2 the Nevada Supreme Court Rules Governing Sealing and Redacting Court Rec-
3 ords to maintain its confidentiality during such use.

4 **22. No Waiver.** This Protective Order is entered solely for the purpose
5 of facilitating the exchange of documents and information among the parties to
6 this action without involving the Court unnecessarily in the process. Nothing in
7 this Protective Order, nor the production of any information or document under
8 the terms of this Protective Order, nor any proceedings pursuant to this Protec-
9 tive Order shall be deemed to be a waiver of any rights or objections to chal-
10 lenge the authenticity or admissibility of any document, testimony or other evi-
11 dence at trial. Additionally, this Protective Order will not prejudice the right of
12 any party or nonparty to oppose production of any information on the ground of
13 attorney-client privilege; work product doctrine or any other privilege or protec-
14 tion provided under the law.

15 **23. Reservation of Rights.** The parties each reserve the right to seek
16 or oppose additional or different protection for particular information, docu-
17 ments, materials, items or things. This Stipulation shall neither enlarge nor af-
18 fect the proper scope of discovery in this Action. In addition, this Stipulation
19 shall not limit or circumscribe in any manner any rights the Parties (or
20 their respective counsel) may have under common law or pursuant to any state,
21 federal, or foreign statute or regulation, and/or ethical rule.

22 **24. Inadvertent Failure to Designate.** The inadvertent failure to
23 designate information produced in discovery as Confidential, Highly Confiden-
24 tial, or Attorneys' Eyes Only, shall not be deemed, by itself, to be a waiver of the
25 right to so designate such discovery materials as Confidential, Highly Confiden-
26 tial, or Attorneys' Eyes Only Information. Within a reasonable time of learning
27 of any such inadvertent failure, the Producing Party shall notify all Receiving
28 Parties of such inadvertent failure and take such other steps as necessary to

1 correct such failure after becoming aware of it. Disclosure of such discovery ma-
2 terials to any other person prior to later designation of the discovery materials
3 in accordance with this section shall not violate the terms of this Protective Or-
4 der. However, immediately upon being notified of an inadvertent failure to des-
5 ignate, all parties shall treat such information as though properly designated,
6 and shall take any actions necessary to prevent any future unauthorized disclo-
7 sure, use, or possession.

8 **25. No Waiver of Privilege:** Disclosure (including production) of infor-
9 mation that a party or nonparty later claims was inadvertent and should not
10 have been disclosed because of a privilege, including, but not limited to, the at-
11 torney-client privilege or work product doctrine ("Privileged Information"), shall
12 not constitute a waiver of, or estoppel as to, any claim of attorney-client privi-
13 lege, attorney work product, or other ground for withholding production as to
14 which the Disclosing or Producing Party would be entitled in this action.

15 **26. Effect of Disclosure of Privileged Information:** The Receiving
16 Party hereby agrees to promptly return, sequester, or destroy any Privileged In-
17 formation disclosed or produced by Disclosing or Producing Party upon request
18 by Disclosing or Producing Party regardless of whether the Receiving Party dis-
19 puts the designation of Privileged Information. The Receiving Party may se-
20 quester (rather than return or destroy) such Privileged Information only if it
21 contends that the information itself is not privileged or otherwise protected and
22 it challenges the privilege designation, in which case it may only sequester the
23 information until the claim of privilege or other protection is resolved. If any
24 party disputes the privilege claim ("Objecting Party"), that Objecting Party
25 shall object in writing by notifying the Producing Party of the dispute and the
26 basis therefore. The parties thereafter shall meet and confer in good faith
27 regarding the disputed claim within ten (10) court days after service of the writ-
28 ten objection. In the event that the parties do not resolve their dispute, the

1 Objecting Party may bring a motion for a determination of whether a privilege
2 applies within ten (10) court days of the meet and confer session, but may only
3 contest the asserted privileges on ground other than the inadvertent production
4 of such document(s). In making such a motion, the Objecting Party shall not
5 publicly disclose the content of the document(s) at issue, but may file the infor-
6 mation under seal and/or refer to the information contained on the privilege log.
7 Nothing herein shall relieve counsel from abiding by applicable ethical rules re-
8 garding inadvertent disclosure and discovery of inadvertently disclosed privi-
9 leged or otherwise protected material. The failure of any party to provide notice
10 or instructions under this Paragraph
11 shall not constitute a waiver of, or estoppel as to, any claim of attorney-client
12 privilege, attorney work product, or other ground for withholding production as
13 to which the Disclosing or Producing Party would be entitled in this action.

14 **27. Inadvertent Production of Non-Discoverable Documents.** If a
15 Producing Party inadvertently produces a document that contains no discovera-
16 ble information, the Producing Party may request in writing that the Receiving
17 Party return the document, and the Receiving Party will return the document.
18 A Producing Party may not request the return of a document pursuant to this
19 section if the document contains any discoverable information. If a Producing
20 Party inadvertently fails to redact personal information (*e.g.*, a social security
21 number), the Producing Party may provide the Receiving Party a substitute
22 version of the document that redacts the personal information, and the Receiv-
23 ing Party shall return the original, unredacted document to the Producing
24 Party.

25 **28. Return of Information.** Within thirty (30) calendar days after the
26 final disposition of this action, all Confidential Material, Highly Confidential
27 Material and/or Attorneys' Eyes Only Material produced by an opposing party
28 or nonparty (including, without limitation, any copies, extracts or summaries

1 thereof) as part of discovery in this action shall be destroyed by the parties to
2 whom the Confidential Material, Highly Confidential Material, and/or
3 Attorneys' Eyes Only Material, was produced, and each counsel shall, by decla-
4 ration delivered to all counsel for the Producing Party, affirm that all such Con-
5 fidential Material, Highly Confidential Material, and/or Attorneys' Eyes Only
6 Material, (including, without limitation, any copies, extracts or summaries
7 thereof) has been destroyed; provided, however, that each counsel shall be enti-
8 tled to retain pleadings, motions and memoranda in support thereof, declara-
9 tions or affidavits, deposition transcripts and videotapes, or documents reflect-
10 ing attorney work product or consultant or expert work product, even if such
11 material contains or refers to Confidential Material, Highly Confidential Mate-
12 rial, and/or Attorneys' Eyes Only Material but only to the extent necessary to
13 preserve a litigation file with respect to this action.

14 29. **Attorneys' Fees.** Nothing in this Protective Order is intended to
15 either expand or limit a prevailing party's right under the Nevada Rules of Civil
16 Procedure or other applicable state or federal law to pursue costs and attorneys'
17 fees incurred related to confidentiality designations or the abuse of the process
18 described herein.

19 30. **Injunctive Relief and Sanctions Available for Unauthorized**
20 **Disclosure or Use of Confidential, Highly Confidential, or Attorneys'**
21 **Eyes Only Information.** The Parties and/or nonparties shall not utilize any
22 Confidential, Highly Confidential, and/or Attorneys' Eyes Only Information for
23 their own personal and/or business advantage or gain, aside from purpose(s)
24 solely related to the instant litigation. The Parties and nonparties acknowledge
25 and agree that unauthorized use and/or disclosure of Confidential, Highly Con-
26 fidential, and/or Attorneys' Eyes Only Information beyond this litigation shall
27 subject the offending party or nonparty to sanctions contemplated in NRCP
28 37(b)(1), up to and including entry of judgment against the offending party in

1 circumstances involving willful disobedience with this order. Further, the Par-
2 ties and/or nonparties receiving or being given access to Confidential, Highly
3 Confidential, and/or Attorneys' Eyes Only Information acknowledge that mone-
4 tary remedies would be inadequate to protect each party in the case of unau-
5 thorized disclosure or use of Confidential, Highly Confidential, and/or Attor-
6 neys' Eyes Only Information that the Receiving Party only received through dis-
7 covery in this action and that injunctive relief would be necessary and
8 appropriate to protect each party's rights in the event there is any such unau-
9 thorized disclosure or use of Confidential Highly Confidential, and/or Attorneys'
10 Eyes Only Information. The availability of injunctive relief to protect against
11 the unauthorized disclosure or use of Confidential, Highly Confidential, and/or
12 Attorneys' Eyes Only Information shall not be exclusive.

13 **31. Other Actions and Proceedings.** If a Receiving Party (a) is sub-
14 poenaed in another action, investigation, or proceeding, (b) is served with a de-
15 mand in another action, investigation, or proceeding, or (c) is served with any
16 legal process by one not a party to this Protective Order, seeking materials
17 which were produced or designated as Confidential, Highly Confidential, or At-
18 torneys' Eyes only pursuant to this Protective Order, the Receiving Party shall
19 give prompt actual written notice by electronic transmission to counsel of record
20 for such Producing Party within five (5) business days of receipt of such sub-
21 poena, demand or legal process, or such shorter notice as may be required to
22 provide other parties with the opportunity to object to the immediate production
23 of the requested discovery materials to the extent permitted by law. The burden
24 of opposing enforcement of the subpoena shall fall upon the party or nonparty
25 who produced or designated the Discovery Material as Confidential, Highly
26 Confidential, or Attorneys' Eyes Only Information. Unless the party or non-
27 party who produced or designated the Confidential, Highly Confidential, or At-
28 torneys' Eyes Only Information obtains an order directing that the subpoena

1 not be complied with, and serves such order upon the Receiving Party prior to
2 production pursuant to the subpoena, the Receiving Party shall be permitted to
3 produce documents responsive to the subpoena on the subpoena response date.
4 The Receiving Party shall not produce documents responsive to the subpoena
5 until the subpoena response date. Compliance by the Receiving Party with any
6 order directing production pursuant to a subpoena of any Confidential, Highly
7 Confidential, or Attorneys' Eyes Only, Information shall not constitute a viola-
8 tion of this Protective Order. Nothing in this Protective Order shall be con-
9 strued as authorizing a party to disobey a lawful subpoena issued in another ac-
10 tion.

11 **32. Execution in Counterparts.** This Protective Order may be signed
12 in counterparts, and a fax or "PDF" signature shall have the same force and ef-
13 fect as an original ink signature.

14 **33. Order Survives Termination.** This Protective Order shall sur-
15 vive the termination of this action, and the Court shall retain jurisdiction to re-
16 solve any dispute concerning the use of information disclosed hereunder.

17 Dated this 10th day of May, 2019.

18 ROBISON, SHARP, SULLIVAN & BRUST, P.C.

19 By: 

20 CLAYTON P. BRUST (SBN 5234)
21 KENT ROBISON (SBN 1167)
22 71 Washington Street
23 Reno, Nevada 89503

24 DANIEL F. POLSENBERG (SBN 2376)
25 JOEL D. HENRIOD (SBN 8492)
26 ABRAHAM G. SMITH (SBN 13,250)
27 LEWIS ROCA
28 ROTHGERBER CHRISTIE LLP
3998 Howard Hughes Parkway,
Suite 600
Las Vegas, Nevada 89169

Attorneys for Plaintiff

PARSONS BEHLE & LATIMER

By: 

MICHAEL R. KEALY (SBN 972)
ASHLEY C. NIKKEL (SBN 12.838)
50 W. Liberty Street, Suite 750
Reno, Nevada 89501
(775) 323-1601

MICHAEL P. PETROGEORGE
(pro hac vice pending)
BRANDON J. MARK
(pro hac vice pending)
One Utah Center
201 South Main St, Ste. 1800
Salt Lake City, Utah 8411
(801) 536-6700

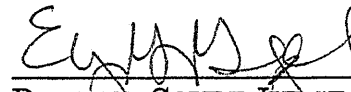
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

It is so ORDERED.

Dated this 14 day of May, 2019.


DISTRICT COURT JUDGE
W. Interlineas

Respectfully submitted by:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: 

DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
ABRAHAM G. SMITH (SBN 13,250)
3993 Howard Hughes Parkway,
Suite 600
Las Vegas, Nevada 89169

CLAYTON P. BRUST (SBN 5234)
KENT ROBISON (SBN 1167)
ROBISON, SHARP, SULLIVAN & BRUST, P.C.
71 Washington Street
Reno, Nevada 89503

Attorneys for Plaintiff

1 EXHIBIT A

2 CONFIDENTIALITY AGREEMENT

3 I, _____ do hereby acknowledge and agree, under penalty
4 of perjury, as follows:

5 1. I have read the Stipulated Confidentiality Agreement and Protec-
6 tive Order ("Protective Order") entered in *Bullion Monarch Mining, Inc. v. Bar-*
7 *rick Goldstrike Mines, Inc., et al.*, Eighth Judicial District Court Case No. A-18-
8 785913-B on _____, and I fully understand its contents.

9 2. I hereby agree and consent to be bound by the terms of the Protec-
10 tive Order and to comply with it in all respects, and to that end, I hereby know-
11 ingly and voluntarily submit and subject myself to the personal jurisdiction of
12 the Eighth Judicial District Court of Nevada so that the said court shall have
13 the power and authority to enforce the Protective Order and to impose appropri-
14 ate sanctions upon me for knowingly violating the Protective Order, including
15 punishment for contempt of court for a knowing violation of the Protective Or-
16 der.

17 3. I understand that by signing this instrument, I will be eligible to re-
18 ceive "Confidential Information" and/or "Highly Confidential Information" un-
19 der the terms and conditions of the Protective Order. I further understand and
20 agree that I must treat any "Confidential Information" and/or "Highly Confiden-
21 tial Information" in accordance with the terms and conditions of the Protective
22 Order, and that, if I should knowingly make a disclosure of any such infor-
23 mation in a manner unauthorized by the Protective Order, I will have violated a
24 court order, will be in contempt of court, and will be subject to punishment by
25 the court for such conduct.

26 DATED: _____

(Signature)

(Printed Name)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(Address)

EXHIBIT C

EXHIBIT C



1 OGM

2 CLAYTON P. BRUST (SBN 5234)
3 KENT ROBISON (SBN 1167)
4 ROBISON, SIMONS, SHARP & BRUST, P.C.
5 71 Washington Street
6 Reno, Nevada 89503
7 (775) 329-3151
8 (775) 329-7941 (Fax)
9 CBrust@RSSBLaw.com

6 DANIEL F. POLSENBERG (SBN 2376)
7 JOEL D. HENRIOD (SBN 8492)
8 ABRAHAM G. SMITH (SBN 13,250)
9 LEWIS ROCA ROTHGERBER CHRISTIE LLP
10 3993 Howard Hughes Parkway, Suite 600
11 Las Vegas, Nevada 89169-5996
12 (702) 949-8200
13 (702) 949-8398 (Fax)
14 DPolsenberg@LRRC.com
15 JHenriod@LRRC.com
16 ASmith@LRRC.com

12 *Attorneys for Plaintiff*

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

14 BULLION MONARCH MINING,
15 INC.,

16 Plaintiff,

17 *vs.*

18 BARRICK GOLDSTRIKE MINES,
19 INC.; BARRICK GOLD
20 EXPLORATION INC.; ABX
21 FINANCECO INC.; BARRICK GOLD
22 CORPORATION; and DOES 1
through 20,

21 Defendants.

Case No.: A-18-785913-B

Dep't No.: 11

**ORDER GRANTING MOTION TO SEAL
AND REDACT COMPLAINT**

Hearing Date: January 14, 2019
Hearing Time: In Chambers

23 Plaintiff Bullion Monarch Mining, Inc.'s "Motion to Seal and Redact
24 Complaint" was advanced for an in-chambers hearing on January 14, 2019.
25 Pursuant to EDCR 2.23, the Court decided the matter without the necessity of
26 oral argument.

27 The Court finds that good cause exists to ~~seal and~~ redact the complaint,
28 as the proposed redaction is narrowly tailored to protect sensitive commercial

1 information.


2 It is hereby ORDERED that plaintiff's motion is GRANTED.

3 It is FURTHER ORDERED that the clerk will maintain the unredacted com-
4 *as sealed file* plaint, and the redacted complaint will be publicly filed.

5 Dated this 22 day of January, 2019.

6
7 
8 DISTRICT COURT JUDGE

9 Respectfully submitted by:
10 LEWIS ROCA ROTHGERBER CHRISTIE LLP

11 By: 
12 DANIEL F. POLSENBERG (SBN 2376)
13 JOEL D. HENRIOD (SBN 8492)
14 ABRAHAM G. SMITH (SBN 13,250)
15 3993 Howard Hughes Parkway,
16 Suite 600
17 Las Vegas, Nevada 89169
18 CLAYTON P. BRUST (SBN 5234)
19 KENT ROBISON (SBN 1167)
20 ROBISON, SIMONS, SHARP & BRUST, P.C.
21 71 Washington Street
22 Reno, Nevada 89503

23 *Attorneys for Plaintiff*
24
25
26
27
28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,
or Real Estate**

COURT MINUTES

August 30, 2019

A-18-785913-B Bullion Monarch Mining Inc, Plaintiff(s)
vs.
Barrick Goldstrike Mines Inc, Defendant(s)

**August 30, 2019 3:00 AM Motion to Seal Bullion's Opposition to Motion for
Summary Judgment on Savings Statute (NRS 11.500) and
Accompanying Appendix Volumes**

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

PARTIES None. Minute order only – no hearing held.
PRESENT:

JOURNAL ENTRIES

- Upon review of the papers and pleadings on file in this Matter, as proper service has been provided, this Court notes no opposition has been filed. Accordingly, pursuant to EDCR 2.20(e) the Motion to Seal the Opposition to the Motion for Summary Judgment on Savings Statute (NRS 11.500) and Accompanying Appendix Volumes is deemed unopposed. As the proposed redaction is narrowly tailored to protect sensitive commercial information, good cause appearing, COURT ORDERED, motion is GRANTED. Moving Counsel is to prepare and submit an order within ten (10) days and distribute a filed copy to all parties involved in this matter.

9-20-19 CHAMBERS MOTION TO SEAL AND REDACT PORTIONS OF
GOLDSTRIKE'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND
SUPPORTING DECLARATION OF BRANDON MARK (DEPT XI - Gonzalez)

11-21-19 9:00 AM STATUS CHECK: RESUMPTION OF SETTLEMENT
CONFERENCE (DEPT XIII - Denton)

1-13-20 9:00 AM STATUS CHECK (DEPT XI - Gonzalez)

A-18-785913-B

3-26-20	9:30 AM	PRE TRIAL CONFERENCE	(DEPT XI - Gonzalez)
4-14-20	9:30 AM	CALENDAR CALL	(DEPT XI - Gonzalez)
4-20-20	1:30 PM	JURY TRIAL	(DEPT XI - Gonzalez)

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-3-19

ORIGINAL

Electronically Filed
9/24/2019 9:30 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

OGM
PARSONS BEHLE & LATIMER
Michael R. Kealy, Nevada Bar No. 971
Ashley C. Nikkel, Nevada Bar No. 12838
50 West Liberty Street, Suite 750
Reno, Nevada 89501
Telephone: (775) 323-1601
MKealy@parsonsbehle.com
ANikkel@parsonsbehle.com

Kristine E. Johnson (Admitted Pro Hac Vice)
Brandon J. Mark (Admitted Pro Hac Vice)
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: (801) 532-1234
KJohnson@parsonsbehle.com
BMark@parsonsbehle.com

Attorneys for Defendant Barrick Goldstrike Mines, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

BULLION MONARCH MINING, INC.,

Plaintiff,

vs.

BARRICK GOLDSTRIKE MINES, INC.; BARRICK GOLD EXPLORATION INC.; ABX FINANCECO INC.; BARRICK GOLD CORPORATION; and DOES 1 through 20,

Defendants.

Case No. A-18-785913-B

Dept. No. XI

Hearing Date:

Hearing Time:

ORDER GRANTING MOTION TO SEAL AND REDACT PORTIONS OF REPLY IN SUPPORT OF GOLDSTRIKE'S MOTION FOR SUMMARY JUDGMENT AND SECOND DECLARATION OF BRANDON MARK IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

The Court has reviewed and considered Defendant Barrick Goldstrike Mines Inc.'s ("Goldstrike's") Motion to Seal and Redact Portions of Reply in Support of Goldstrike's Motion for Summary Judgment and Second Declaration of Brandon Mark in Support of Motion for Summary Judgment. Having evaluated the Motion and materials submitted by the parties and the record

1 before the Court, and noting no opposition from Plaintiff Bullion Monarch Mining, Inc., the Court
2 finds and orders as follows:

3 The Court finds that Goldstrike has satisfied the requirements of SRCR 3, as the sealing and
4 redaction furthers a protective order entered in a related federal action.

5 It is hereby ORDERED that the Motion to Seal and Redact Portions of Reply in Support of
6 Goldstrike's Motion for Summary Judgment and Second Declaration of Brandon Mark in Support
7 of Motion for Summary Judgment is GRANTED.

8 It is FURTHER ORDERED that the Clerk of Court shall file Exhibits 5 and 7 of the Second
9 Declaration of Brandon Mark in Support Motion for Summary Judgment under seal.

10 It is FURTHER ORDERED that the Clerk of Court shall file the redacted version of the
11 Reply in Support of Goldstrike's Motion for Summary Judgment on the public docket, and shall
12 seal the original, unredacted version of the Reply.

13 Dated this 13 day of Sept., 2019

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DISTRICT JUDGE

Respectfully submitted by:

PARSONS BEHLE & LATIMER


Michael R. Kealy, Nevada Bar No. 971
Ashley C. Nikkel, Nevada Bar no. 12838
50 W. Liberty Street, Suite 750
Reno, Nevada 89501
Telephone: (775) 323-1601
MKealy@parsonsbehl.com
ANikkel@parsonsbehle.com

Kristine E. Johnson (Admitted Pro Hac Vice)
Brandon J. Mark (Admitted Pro Hac Vice)
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: (801) 532-1234
KJohnson@parsonsbehle.com
BMark@parsonsbehle.com
Attorneys for Defendant Barrick Goldstrike Mines, Inc.