

IN THE SUPREME COURT OF THE STATE OF NEVADA

STEVEN C. JACOBS,

Appellant,

v.

SHELDON G. ADELSON, IN HIS
INDIVIDUAL AND
REPRESENTATIVE CAPACITIES,

Respondent.

Sup. Ct. Case No. 58740

District Court Case No. A-10-627691-B
Electronically Filed
Jul 28 2014 01:45 p.m.
Tracie K. Lindeman
Clerk of the Supreme Court

**APPELLANT'S MOTION TO
TEMPORARILY SEAL EXHIBITS TO MOTION FOR
LEAVE TO FILE REQUEST TO
STRIKE OR ALTERNATIVELY,
TO CORRECT RECORD**

I. INTRODUCTION

Pursuant to Part VII of the Supreme Court Rules Governing Sealing and Redacting Court Records, Appellant Steven C. Jacobs ("Jacobs") hereby moves this Court to temporarily seal Exhibits 3, 7, and 8 attached to Jacobs' Motion for Leave to File Request to Strike or, Alternatively, to Correct Record. The exhibits are documents that were used as deposition exhibits in Respondent Sheldon G. Adelson's ("Adelson") defamation action against Jacobs in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 12-28537 CA 20 ("the Florida Action"). Adelson has improperly interjected the subject matter of these exhibits into this appeal through his Reply in Support of Petition for Rehearing and he has asserted, or may assert, that the exhibits are confidential under the Stipulated Confidentiality Order entered in the Florida Action. (Ex. 1.)

Jacobs disputes that the exhibits are properly designated as confidential and the Stipulated Confidentiality Order specifically contemplates that these documents can be used in the Nevada proceedings. However, out of an abundance of caution, Jacobs requests that this Court temporarily seal these exhibits to allow Adelson the opportunity to protect his rights (if any). After affording Adelson a response, and Jacobs a reply, this Court should unseal the exhibits.

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2 **II. ANALYSIS**

3 Rule 7 of Part VII of the Supreme Court Rules provides that sealed
4 district court records shall be made available to this Court on appeal but that those
5 records "shall be sealed from public access" subject to further order of this Court.
6 This Court will keep the documents under seal if there is an appropriate basis to do
7 so under SRCR 3(4).

8 Here, there is no appropriate basis to keep these exhibits under seal. The
9 documents do not qualify as "confidential" or "highly confidential" as those terms
10 are used in the Stipulated Confidentiality Order or Nevada law. Demonstrating the
11 absurdity of Adelson's confidentiality designations, Adelson does not designate
12 documents that he believes helps his position, (*see, e.g.*, Ex. 9), while designating
13 documents that hurt his position as confidential. (*See* Ex. 7.)

14 Additionally, the Stipulated Confidentiality Order allows confidential
15 information from the Florida Action to be used in the proceedings in the Nevada
16 District Court. (Ex. 1 § 8 ("Information designated or marked as provided shall be
17 used solely for purposes of (a) this action and (b) the judicial proceeding currently
18 pending in the Eighth Judicial District Court of Clark County, Nevada, bearing the
19 case number A627691-B, and styled Steven C. Jacobs v. Las Vegas
20 Sands Corp., *et al.*"). The documents should be unsealed. *See* SRCR (4)(3)
21 ("Any party opposing the motion shall appear and show cause why the motion
22 should not be granted. The responding party must show that compelling
23 circumstances continue to exist or that other grounds provide a sufficient legal or
24 factual basis for keeping the record sealed.").

1
2 **III. CONCLUSION**

3 Based upon the foregoing, Jacobs respectfully requests that the Court
4 temporarily seal Exhibits 3, 7, and 8 to his Motion for Leave to File Request to
5 Strike or, Alternatively, to Correct Record.

6 DATED this 28th day of July, 2014.

7
8 PISANELLI BICE PLLC

9 By: /s/ Todd L. Bice
10 James J. Pisanelli, Esq., No. 4027
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13 Attorneys for Appellant Steven C. Jacobs
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and pursuant to Nev. R. App. P. 25(b) and NEFR 9(d), that on this date I e-filed and sent via email and United States Mail, postage prepaid, the foregoing **APPELLANT'S MOTION TO TEMPORARILY FILE UNDER SEAL EXHIBITS TO MOTION FOR LEAVE TO FILE REQUEST TO STRIKE OR ALTERNATIVELY, TO CORRECT RECORD** properly addressed to the following:

J. Randall Jones, Esq.
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SERVED VIA HAND-DELIVERY

Judge Elizabeth Gonzalez
Eighth Judicial District Court
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

DATED this 28th day of July, 2014.

/s/ Kimberly Peets
An employee of Pisanelli Bice PLLC

EXHIBIT 1

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 12-28537 CA 20

SHELDON G. ADELSON,

Plaintiff,

v.

STEVEN C. JACOBS,

Defendant.

KENSEL GEORGE

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STIPULATED CONFIDENTIALITY ORDER

The undersigned parties, by and through their counsel of record, hereby stipulate and agree that the handling of confidential material in these proceedings shall be governed by the provisions set forth below:

1. **Applicability of this Protective Order:** This Protective Order does not and will not govern any trial proceedings in this action but will otherwise be applicable to and govern the handling of documents, depositions, deposition exhibits, interrogatory responses, responses to requests for admissions, responses to requests for production of documents, and all other discovery obtained pursuant to the Florida Rules of Civil Procedure or other legal process by or from, or produced on behalf of, a party in connection with this action (this information hereinafter referred to as "Discovery Material"). As used herein, "Producing Party" or "Disclosing Party" shall refer to the parties in this action that give testimony or produce documents or other information and to non-parties; "Receiving Party" shall refer to the parties in this action that receive such information, and "Authorized Recipient" shall refer to any person or

entity authorized by Sections 11 and 12 of this Protective Order to obtain access to Confidential Information, Highly Confidential Information, or the contents of such Discovery Material.

2. **Designation of Information:** Any Producing Party may designate Discovery Material that is in its possession, custody, or control to be produced to a Receiving Party as "Confidential" or "Highly Confidential" under the terms of this Protective Order if the Producing Party in good faith reasonably believes that such Discovery Material contains non-public, confidential information as defined in Sections 4 and 5 below.

3. **Exercise of Restraint and Care in Designating Material for Protection:** Each Producing Party that designates information or items for protection under this Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. Mass, indiscriminate or routinized designations are prohibited.

4. **Confidential Information:** For purposes of this Protective Order, "Confidential Information" means any Protected Data (as defined below) and any information that constitutes, reflects, or discloses non-public, trade secrets, know-how, proprietary data, marketing information, financial information, and/or commercially sensitive business information or data which the designating party in good faith believes in fact is confidential or the unprotected disclosure of which might result in economic or competitive injury, and which is not publicly known and cannot be ascertained from an inspection of publicly available documents, materials, or devices. Confidential Information shall also include sensitive personal information that is not otherwise publicly available, such as home addresses; Social Security numbers; dates of birth; employment personnel files; medical information; home telephone records/numbers; employee disciplinary records; wage statements or earnings statements; employee benefits data; tax records; and other similar personal financial information. A party may also designate as "CONFIDENTIAL" compilations of publicly available discovery materials, which would not be known publicly in a compiled form.

(a) **Protected Data.** The term "Protected Data" shall refer to any information that a party believes in good faith to be subject to federal, state or foreign data protection laws or other privacy obligations. Protected Data constitutes highly sensitive materials requiring special protection. Examples of such data protection laws include, but are not limited to, the Macau Personal Data Protection Act ("MDPA") and the Hong Kong Personal Data Ordinance ("HKPDO").

5. **Highly Confidential Information:** For purposes of this Protective Order, Highly Confidential Information is any Protected Data and/or Confidential Information as defined in Section 4 above that also includes extremely sensitive, highly confidential, non-public information, consisting either of trade secrets or proprietary or other highly confidential business, financial, regulatory, or strategic information (including information regarding business plans, technical data, and non-public designs), the disclosure of which would create a substantial risk of competitive or business injury to the Producing Party. Certain Protected Data may compel alternative or additional protections beyond those afforded Highly Confidential Information, in which event the parties shall meet and confer in good faith, and, if unsuccessful, the party seeking any greater protection shall move the Court for appropriate relief. A party may re-designate material originally "CONFIDENTIAL" as "HIGHLY CONFIDENTIAL" by giving notice of such a re-designation to all parties.

6. **Designating Confidential Information or Highly Confidential Information.** If any party in this action determines in good faith that any documents, things, or responses produced in the course of discovery in this action should be designated as Confidential Information or Highly Confidential Information it shall advise any party who has received such material of this fact, and all copies of such document, things, or responses, or portions thereof deemed to be confidential shall be marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (whether produced in hard copy or electronic form) at the expense of the designating party and treated as such by all parties. A designating party may inform another

party that a document is Confidential or Highly Confidential by providing the Bates number of the document in writing. If Confidential or Highly Confidential Information is produced via an electronic form on a computer readable medium (e.g., CD-ROM), other digital storage medium, or via Internet transmission, the Producing Party shall affix in a prominent place on the storage medium or container file on which the information is stored, and on any container(s) for such medium, the legend "Includes CONFIDENTIAL INFORMATION" or "Includes HIGHLY CONFIDENTIAL INFORMATION." Nothing in this section shall extend confidentiality or the protections associated therewith to any information that does not otherwise constitute "Confidential Information" or "Highly Confidential Information" as defined in Paragraphs 4 and 5 herein.

7. **Redaction Allowed:** Any Producing Party may redact from the documents or things it produces matter that the Producing Party claims is subject to the attorney-client privilege, the work product doctrine, a legal prohibition against disclosure, or any other privilege from disclosure. Any Producing Party also may redact information that is both personal and non-responsive, such as a social security number. A Producing Party may not redact information in an otherwise responsive document solely because the Producing Party believes that the information is non-responsive. Nor shall a Producing Party withhold non-privileged, responsive information solely on the grounds that such information is contained in a document that includes privileged information. The Producing Party shall mark each thing where matter has been redacted with a legend stating "REDACTED," and include an annotation indicating the specific reason for the redaction (e.g., "REDACTED—Work Product"). All documents redacted based on attorney client privilege or work product immunity shall be listed in an appropriate log in conformity with Florida law and Florida Rule of Civil Procedure 1.280(b)(6). Where a document consists of more than one page, the page on which information has been redacted shall so be marked. The Producing Party shall preserve an unredacted version of such document. In addition to the foregoing, the following shall apply to redactions of Protected Data:

(a) Any party may redact Protected Data that it claims, in good faith, requires protections under the terms of this Protective Order. Protected Data, however, shall not be redacted from Discovery Material to the extent it relates to or identifies an individual named as a party or his/her agents, unless a party believes in good faith that the MDPA or HKDPO would prohibit disclosure of this specific information. If the latter, the title of the agent shall be identified and/or disclosed.

(b) Protected Data shall be redacted from any public filing not filed under seal.

(c) The right to challenge and the process for challenging redactions shall be the same as the right to challenge and the process from challenging the designation of Confidential Information or Highly Confidential Information.

8. Use of Confidential Information or Highly Confidential Information. Except as provided herein, Confidential Information and Highly Confidential Information designated or marked as provided shall be used solely for the purposes of (a) this action and (b) the judicial proceeding currently pending in the Eighth Judicial District Court of Clark County, Nevada, bearing the case number A627691-B, and styled Steven C. Jacobs v. Las Vegas Sands Corp., et al. (the "Nevada Action"), shall not be disclosed to anyone other than those persons identified herein in Sections 11 and 12, and shall be handled in such manner until such designation is removed by the designating party or by order of the Court. Nothing in this Protective Order shall preclude a party or other person from using his, her, or its own Confidential Information or Highly Confidential Information or from giving others his, her, or its own Confidential Information or Highly Confidential Information.

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

9. **Documents Produced to Government Agencies or Bodies.** Documents or information that are otherwise subject to discovery do not become protected from disclosure in this action simply by virtue of producing those materials to the Hong Kong Securities and Futures Commission (the "SFC"), the U.S. Securities and Exchange Commission (the "SEC"), the U.S. Department of Justice (the "DOJ"), Nevada gaming authorities, the Chinese government officials, agencies or bodies (including, but not limited to, the State Administration of Foreign Exchange of China (SAFE)), Macau government officials, agencies or bodies, and/or Macau gaming authorities, the Singapore government officials, agencies or bodies, and/or Singapore gaming authorities (e.g., PAGCOR), New Jersey gaming authorities, and/or any governmental official, body or agency.

10. **Use of Confidential Information and Highly Confidential Information in Depositions.** Counsel for any party shall have the right to disclose Confidential or Highly Confidential Information at depositions, provided that such disclosure is consistent with this Protective Order, including Sections 11 and 12. Any counsel of record may request that all persons not entitled under Sections 11 or 12 of this Protective Order to have access to Confidential Information or Highly Confidential Information leave the deposition room during the confidential portion of the deposition. Failure of such other persons to comply with a request to leave the deposition shall constitute substantial justification for counsel to advise the witness that the witness need not answer the question where the answer would disclose Confidential Information or Highly Confidential Information. Additionally, at any deposition session, (1) upon inquiry with regard to the content of any discovery material(s) designated or marked as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY;" (2) whenever counsel for a party deems that the answer to a question may result in the disclosure or revelation of Confidential or Highly Confidential Information; and/or (3) whenever counsel for a party deems that the answer to any question has resulted in the disclosure or revelation of Confidential or Highly Confidential Information, counsel to any party may designate portions of

a deposition transcript and/or video of any deposition (or any other testimony) as containing Confidential or Highly Confidential Information in accordance with this Order by a statement on the record during the deposition or by notifying all other parties in writing, within thirty (30) calendar days of receiving the transcript or video that it contains Confidential or Highly Confidential Information and designating the specific pages, lines, and/or counter numbers as containing Confidential or Highly Confidential Information. If a designation is made via a statement on the record during a deposition, counsel must follow up in writing within thirty (30) calendar days of receiving the transcript or video, identifying the specific pages, lines, and/or counter numbers containing the Confidential or Highly Confidential Information. If no confidentiality designations are made within the thirty calendar (30) day period, the entire transcript shall be considered non-confidential. During the thirty (30) day period, the entire transcript and video shall be treated as Confidential Information (or Highly Confidential Information). All originals and copies of deposition transcripts that contain Confidential Information or Highly Confidential Information shall be prominently marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" on the cover thereof and, if and when filed with the Court, the portions of such transcript so designated shall be filed under seal. Counsel must designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" within thirty calendar (30) days of receiving the transcript. Any DVD or other digital storage medium containing Confidential or Highly Confidential deposition testimony shall be labeled in accordance with the provisions of paragraph 6.

11. **Persons Authorized to Receive Confidential Information.** Confidential Information produced pursuant to this Protective Order may be disclosed or made available only to the Court in this action and the Nevada Action, court personnel, and to the persons below:

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

(b) Counsel for a party in this action or the Nevada Action (including in-house attorneys, outside attorneys associated with the law firm of counsel, and paralegal, clerical, and secretarial staff employed by such counsel);

(c) An entity retained by a party to provide litigation support services (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing, storing, retrieving data in any form or medium, etc.) and its employees;

(d) Outside experts or consultants (together with their support staff) retained by a party to assist in the prosecution, defense, or settlement of this action, provided that such an expert or consultant is not a current employee of a direct competitor of a party named in this action;

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

(f) A witness at any deposition or other proceeding in this action; and

(g) Advanced Discovery or any other Court-appointed ESI vendor.

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

Any person to whom Confidential Information is disclosed pursuant to subparts (a), (b), (c), (d), (e), (f), (g) or (h) above shall be advised that the Confidential Information is being disclosed pursuant to an order of the Court, that the information may not be disclosed by such person to any person not permitted to have access to the Confidential Information pursuant to this Protective Order, and that any violation of this Protective Order may result in the imposition of such sanctions as the Court deems proper. Any person to whom Confidential Information is disclosed pursuant to subpart (c), (d), (f), (g), or (h) of this section shall also be required to execute a copy of the form Exhibit A. The persons shall agree in writing to be bound by the

terms of this Protective Order by executing a copy of Exhibit A (which shall be maintained by the counsel of record for the party seeking to reveal the Confidential Information) in advance of being shown the Confidential Information. No party (or its counsel) shall discourage any persons from signing a copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking to reveal the Confidential Information shall seek an order from the Court directing that the person be bound by this Protective Order. In the event of the filing of such a motion, Confidential Information may not be disclosed to such person until the Court resolves the issue. Proof of each written agreement provided for under this Section shall be maintained by each of the parties while this action is pending and disclosed to the other parties if ordered to do so by the Court.

12. Persons Authorized to Receive Highly Confidential Information. "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" documents and information may be used only in connection with this case and may be disclosed only to the Court in this action and the Nevada Action and the persons listed in sub-sections (b) to (h) of Section 11 above, but shall not be disclosed to a party, or an employee of a party, unless otherwise agreed or ordered. Any person to whom Highly Confidential Information is disclosed pursuant to sub-sections (c), (d), (f), (g), or (h) of section 11 above shall also be required to execute a copy of the form Exhibit A.

13. Filing of Confidential Information or Highly Confidential Information With Court. Any party seeking to file or disclose materials designated as Confidential Information or Highly Confidential Information with the Court in this Action must seek to file such Confidential or Highly Confidential Information under seal pursuant to the Florida Rules of Judicial Administration and the Administrative Orders of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

14. Notice to Non-Parties. Any party issuing a subpoena to a non-party shall enclose a copy of this Protective Order with a request that, within ten (10) calendar days, the

non-party either request the protection of this Protective Order or notify the issuing party that the non-party does not need the protection of this Protective Order or wishes to seek different protection. Any non-party invoking the Protective Order shall comply with, and be subject to, all other applicable sections of the Protective Order.

15. **Knowledge of Unauthorized Use or Possession.** If a party receiving Confidential Information or Highly Confidential Information ("Receiving Party") learns of any unauthorized possession, knowledge, use or disclosure of any Confidential Information or Highly Confidential Information, the Receiving Party shall immediately notify in writing the party that produced the Confidential Information or Highly Confidential Information (the "Producing Party"). The Receiving Party shall promptly furnish the Producing Party the full details of such possession, knowledge, use or disclosure. With respect to such unauthorized possession, knowledge, use or disclosure the Receiving Party shall assist the Producing Party in preventing its recurrence.

16. **Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact duplications of Confidential Information or Highly Confidential Information shall be marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" and shall be considered Confidential Information or Highly Confidential Information subject to the terms and conditions of this Protective Order. Attorney-client communications and attorney work product regarding Confidential Information or Highly Confidential Information shall not be subject to this section, regardless of whether they summarize, abstract, paraphrase, or otherwise reflect Confidential Information or Highly Confidential Information.

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

(a) Were lawfully in the Receiving Party's possession prior to such information being designated as Confidential or Highly Confidential Information in this action, and that the Receiving Party is not otherwise obligated to treat as confidential;

(b) Were obtained without any benefit or use of Confidential or Highly Confidential Information from a third party having the right to disclose such information to the Receiving Party without restriction or obligation of confidentiality;

(c) Were independently developed after the time of disclosure by personnel who did not have access to the Producing Party's Confidential or Highly Confidential Information;

(d) Have been or become part of the public domain by publication or otherwise and not due to any unauthorized act or omission on the part of a Receiving Party; or

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

18. **Challenges to Designations.** Any party may object to the designation of Confidential Information or Highly Confidential Information on the ground that such information does not constitute Confidential Information or Highly Confidential Information by serving written notice upon counsel for the Producing Party within thirty (30) calendar days of the date the item(s) was designated, specifying the item(s) in question and the grounds for the objection. If a party objects to the designation of any materials as Confidential Information or Highly Confidential Information, the party seeking the designation shall arrange for a meet and confer conference to be held within ten (10) calendar days of receipt of a written objection to the designation to attempt to informally resolve the dispute. If the parties cannot resolve the matter, the party seeking the designation may file a motion with the Court to resolve the dispute. Such motions must be filed within ten (10) calendar days of the meet and confer conference. This Protective Order will not affect the burden of proof on any such motion, or impose any burdens upon any party that would not exist had the Protective Order not been entered. Any contested information shall continue to be treated as confidential and subject to this Protective Order until such time as such motion has been ruled upon.

19. **Use in Court.** If any Confidential Information or Highly Confidential Information is used in any pretrial Court proceeding in this action, it shall not necessarily lose its

confidential status through such use, and the party using such information shall take all reasonable steps consistent with the Florida Rules of Judicial Administration and the Administrative Orders of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida to maintain its confidentiality during such use.

20. **No Waiver.** This Protective Order is entered solely for the purpose of facilitating the exchange of documents and information among the parties to this action without involving the Court unnecessarily in the process. Nothing in this Protective Order nor the production of any information or document under the terms of this Protective Order, nor any proceedings pursuant to this Protective Order shall be deemed to be a waiver of any rights or objections to challenge the authenticity or admissibility of any document, testimony or other evidence at trial. Additionally, this Protective Order will not prejudice the right of any party or nonparty to oppose production of any information on the ground of attorney-client privilege; work product doctrine or any other privilege or protection provided under the law. Entry of this Protective Order does not preclude any party from seeking or opposing additional protection for particular information.

21. **Reservation of Rights.** The Parties each reserve (1) the right to seek or oppose additional or different protection for particular information, documents, materials, items or things; and (2) the right to object to the production, disclosure and/or use of any information, documents, materials, items and/or things that a Party designates or marks as containing Confidential Information on any other ground(s) it may deem appropriate, including, without limitation, on the ground of attorney-client privilege, work product, and/or any other privilege or protection provided under applicable law. This Stipulation shall neither enlarge nor affect the proper scope of discovery in this action or the Nevada Action. In addition, this Stipulation shall not limit or circumscribe in any manner any rights the Parties (or their respective counsel) may have under common law or pursuant to any state, federal, or foreign statute or regulation, and/or ethical rule.

22. **Inadvertent Failure to Designate.** The inadvertent failure to designate information produced in discovery as Confidential or Highly Confidential shall not be deemed, by itself, to be a waiver of the right to so designate such discovery materials as Confidential Information or Highly Confidential Information. Within a reasonable time of learning of any such inadvertent failure, the Producing Party shall notify all receiving parties of such inadvertent failure and take such other steps as necessary to correct such failure after becoming aware of it. Disclosure of such discovery materials to any other person prior to later designation of the discovery materials in accordance with this section shall not violate the terms of this Protective Order. However, immediately upon being notified of an inadvertent failure to designate, all parties shall treat such information as though properly designated and take any actions necessary to prevent any unauthorized disclosure subject to the provisions of paragraph 18.

23. **No Waiver of Privilege: Disclosure (including production) of information that a party or non-party later claims should not have been disclosed because of a privilege, including, but not limited to, the attorney-client privilege or work product doctrine ("Privileged Information"), shall not constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or other ground for withholding production as to which the Disclosing or Producing Party would be entitled in the Litigation.**

24. **Effect of disclosure of Privileged Information:** The Receiving Party hereby agrees to return, sequester, or destroy any Privileged Information disclosed or produced by Disclosing or Producing Party upon request. If the Receiving Party reasonably believes that Privileged Information has been inadvertently disclosed or produced to it, it shall promptly notify the Disclosing or Producing Party and sequester such information until instructions as to disposition are received. The failure of any party to provide notice or instructions under this Paragraph shall not constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work product, or other ground for withholding production as to which the Disclosing or Producing Party would be entitled in this action.

25. **Inadvertent Production of Non-Discoverable Documents.** If a Producing Party inadvertently produces a document that contains no discoverable information, the Producing Party may request in writing that the Receiving Party return the document, and the Receiving Party will return the document. A Producing Party may not request the return of a document pursuant to this paragraph if the document contains any discoverable information. If a Producing Party inadvertently fails to redact personal information (for example, a social security number), the Producing Party may provide the Receiving Party a substitute version of the document that redacts the personal information, and the Receiving Party shall return the original, unredacted document to the Producing Party.

26. **Return of Information.** Within thirty (30) calendar days after the final disposition of this action, all Confidential Material and/or Highly Confidential Material produced by an opposing party or non-party (including, without limitation, any copies, extracts or summaries thereof) as part of discovery in this action shall be destroyed by the parties to whom the Confidential Material and/or Highly Confidential Material was produced, and each counsel shall, by declaration delivered to all counsel for the Producing Party, affirm that all such Confidential Material and/or Highly Confidential Material (including, without limitation, any copies, extracts or summaries thereof) has been destroyed; provided, however, that each counsel shall be entitled to retain pleadings, motions and memoranda in support thereof, declarations or affidavits, deposition transcripts and videotapes, or documents reflecting attorney work product or consultant or expert work product, even if such material contains or refers to Confidential Material and/or Highly Confidential Material, but only to the extent necessary to preserve a litigation file with respect to this action.

27. **Attorney's Fees.** Nothing in this Protective Order is intended to either expand or limit a prevailing Party's right under the Florida Rules of Civil Procedure or other applicable state or federal law to pursue costs and attorney's fees incurred related to confidentiality designations or the abuse of the process described herein.

28. **Injunctive Relief Available.** Each party acknowledges that monetary remedies may be inadequate to protect each party in the case of unauthorized disclosure or use of Confidential Information or Highly Confidential Information that the Receiving Party only received through discovery in this action and that injunctive relief may be appropriate to protect each party's rights in the event there is any such unauthorized disclosure or use of Confidential Information or Highly Confidential Information.

29. **Other Actions And Proceedings.** If a Receiving Party (a) is subpoenaed in another action or proceeding, (b) is served with a demand in another action or proceeding in which it is a party, or (c) is served with any legal process by one not a party to this Protective Order, seeking materials which were produced or designated as Confidential or Highly Confidential pursuant to this Protective Order, the Receiving Party shall give prompt actual written notice by hand or facsimile transmission to counsel of record for such Producing Party within five (5) business days of receipt of such subpoena, demand or legal process or such shorter notice as may be required to provide other parties with the opportunity to object to the immediate production of the requested discovery materials to the extent permitted by law. The burden of opposing enforcement of the subpoena shall fall upon the party or non-party who produced or designated the Discovery Material as Confidential or Highly Confidential Information. Unless the party or non-party who produced or designated the Confidential or Highly Confidential Information obtains an order directing that the subpoena not be complied with, and serves such order upon the Receiving Party prior to production pursuant to the subpoena, the Receiving Party shall be permitted to produce documents responsive to the subpoena on the subpoena response date. Compliance by the Receiving Party with any order directing production pursuant to a subpoena of any Confidential or Highly Confidential Information shall not constitute a violation of this Protective Order. Nothing in this Protective Order shall be construed as authorizing a party to disobey a lawful subpoena issued in another action.

30. **Execution in Counterparts.** This Protective Order may be signed in counterparts, and a fax or "PDF" signature shall have the same force and effect as an original ink signature.


31. **Order Survives Termination.** This Protective Order shall survive the termination of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed hereunder.

IT IS SO ORDERED, this 17 day of October, 2012.




Ronald Dresnick
Circuit Judge

CONSENTED AND AGREED TO BY:

By: 
Kendall B. Coffey
Benjamin Brodsky
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Offices in the Grove
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Telephone: (305) 858-2900

Attorneys for Sheldon G. Adelson

Date: 10-16-12

By: 
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Date: 10/16/2012

EXHIBIT A
CONFIDENTIALITY AGREEMENT

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

1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the Protective Order") entered in *Adelson v. Jacobs*, Case No. 12-28537 CA 20, pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on _____, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" and/or "Highly Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" and/or "Highly Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: _____.

(Signature)

(Printed Name)

(Address)