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Joey Orduna Hastings

Clerk of the Court

Transaction # 3178377

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TRACIE K. LINDAMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

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12 Attorneys for Plaintiff

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

15 GOLDEN ROAD MOTOR INN, INC., a
16 Nevada Corporation, d/b/a ATLANTIS
17 CASINO RESORT SPA

Case No.: CV12-01171

Dept No.: B7

18 Plaintiff,

19 vs.

20 SUMONA ISLAM, an individual; NAV-
21 RENO-GS, LLC, a Nevada limited liability
22 company, d/b/a GRAND SIERRA RESORT;
23 ABC CORPORATIONS; XYZ
24 PARTNERSHIPS; AND JOHN DOES I
25 through X, inclusive.

26 Defendants.

27 **STIPULATED PROTECTIVE ORDER**

IT IS HEREBY STIPULATED, AGREED, AND UNDERSTOOD by the parties to this action, by and through their undersigned counsel of record, that in the course of this litigation a party may produce documents and information that are claimed to be confidential and/or proprietary, and may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights. Public disclosure of such information could be detrimental to the producing party's and/or a non-producing party's interests. Similarly, such confidential may be disclosed by written discovery, deposition testimony, or in other filings with the Court. The

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1 parties accordingly submit this Stipulated Protective Order for the approval and enforcement of
2 the Court and hereby stipulate as follows:

3 I. In this Stipulated Protective Order, the words set forth below shall have the
4 following meanings:

5 a. "Court" means this Court, and any judge to which this Proceeding may be
6 assigned, including Court staff participating in such proceedings.

7 b. "Confidential" means any Information that the Designating Party believes
8 in good faith is entitled to confidential treatment under applicable law.

9 c. "Confidential Materials" means any Documents, Testimony or
10 Information designated as "Confidential" or "Highly Confidential-Attorneys' Eyes Only"
11 pursuant to the provisions of this Stipulated Protective Order.

12 d. "Designating Party" means the Party or non-party that designates
13 materials as "Confidential."

14 e. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give,
15 or make available Materials, or any part thereof, or any information contained therein.

16 f. "Documents" includes written, reported, or graphic matter, however
17 stored, produced, or reproduced, including, but not limited to, testimony at depositions upon oral
18 examination or upon written questions, answers to interrogatories, information obtained from the
19 inspection of premises, tangible objects, or documents, answers to requests for admission, and
20 anything that is a "writing" under applicable rules of evidence, and includes information set forth
21 in responses to discovery requests, and deposition testimony, any material produced during
22 discovery or otherwise, and any copies, reproductions, or summaries of all or any part of the
23 foregoing.

24 g. "Highly Confidential-Attorneys' Eyes Only" means any Information that
25 the Designating Party believes in good faith is entitled to confidential treatment under applicable
26 law and that constitutes or discloses extremely sensitive competitive business information whose
27 disclosure to another party or non-party to this Proceeding would create a substantial risk of
28 serious injury that could not be avoided by less restrictive means.

- 1 h. "Information" means the content of Documents or Testimony.
2 i. "Proceeding" means the above-entitled proceeding Case No. CV02-05602.
3 j. "Testimony" means all depositions, declarations or other testimony taken
4 or used in this Proceeding.

5 2. Any party or non-party shall have the right to designate as "Confidential" or
6 "Highly Confidential-Attorneys' Eyes Only" (by stamping the relevant page or as otherwise set
7 forth herein) any Document, response to discovery, Testimony or Information which the
8 Designating Party considers in good faith to contain non-public information that is entitled to
9 confidential treatment under applicable law ("Confidential Materials" as defined above). Where
10 a document or response consists of more than one page, the first page and each page on which
11 Confidential Material appears shall be so designated. For Confidential Materials produced in
12 some form other than Documents, and for any other tangible items, including, without limitation,
13 compact discs or DVDs, the Designating Party must affix in a prominent place on the exterior of
14 the container or containers in which the Confidential Materials or items are stored the legend
15 "Confidential" or "Highly Confidential-Attorneys' Eyes Only." If only portions of the
16 information or item warrant protection, the Designating Party, to the extent practicable, shall
17 identify the "Confidential" portions.

18 3. A party or non-party shall have the right to designate portions or the entirety of
19 the Testimony at the deposition as "Confidential" or "Highly Confidential-Attorneys' Eyes
20 Only" (before the deposition is concluded) with the right to identify more specific portions of the
21 Testimony as to which protection is sought within 30 days following receipt of the deposition
22 transcript, and to request the preparation of a separate transcript of such Confidential Materials.
23 Any other party may object to such designation in writing or on the record. Upon such
24 objection, the parties shall follow the procedures described in paragraph 10 below. After any
25 designation made according to the procedure set forth in this paragraph, the designated
26 documents or information shall be treated according to the designation until the matter is
27 resolved according to the procedures described in paragraph 10 below, and counsel for all parties
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1 shall be responsible for marking all previously unmarked copies of the designated material in
2 their possession or control with the specified designation.

3 4. All Confidential Materials produced or exchanged in the course of this case (other
4 than information that is publicly available) shall not be used for any purpose other than the
5 prosecution or defense of this case.

6 5. Except with the prior written consent of other parties, or upon prior order of this
7 Court obtained upon notice to opposing counsel, materials designated as "Confidential" shall not
8 be disclosed to any person other than the following persons:

9 a. the Court and Court personnel as allowed or directed by the Court, as well
10 as any mediator or settlement judge that may be retained by the parties or assigned by the Court;
11 provided however, that a party seeking to file "Confidential Materials" in connection with any
12 motion must file a motion to seal pursuant to applicable rules;

13 b. the parties, including any officer or employee of a party, to the extent
14 deemed necessary by legal counsel for the prosecution or defense of this litigation;

15 c. outside legal counsel for the parties, and those attorneys' respective
16 employees and agents as necessary for the preparation of this action for trial;

17 d. certified court reporters and videographers transcribing or filming
18 depositions or testimony involving such Confidential Materials;

19 e. experts or consultants retained for the prosecution or defense of this
20 litigation, provided that each such person shall execute a copy of the Certification annexed to this
21 Order as Exhibit "I" (which shall be retained by counsel to the party so disclosing the
22 Confidential Materials and made available for inspection by opposing counsel during the
23 pendency or after the termination of the action upon good cause shown and order of the Court)
24 before being shown or given any Confidential Materials; and

25 f. a non-party witness who may be examined and may testify concerning
26 such Confidential Material if (1) it appears on its face or from other documents that the witness
27 is the author or recipient of the Confidential Material or (2) the witness had access to the
28 Confidential Material during his or her former employment.

1 6. Except with the prior written consent of other parties, or upon prior order of this
2 Court obtained upon notice to opposing counsel, material designated as "Highly Confidential-
3 Attorneys' Eyes Only" shall only be disclosed to the persons described in subsections (a), (c),
4 (d), (e) and (f) of Paragraph 5.

5 7. Any persons receiving Confidential Materials shall not reveal or discuss such
6 information to or with any person who is not entitled to receive such information, except as set
7 forth herein.

8 8. Unless otherwise permitted by statute, rule or prior court order, papers filed with
9 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
10 documents under seal, and shall be filed consistent with the court's electronic filing procedures.

11 9. A party may designate as "Confidential" or "Highly Confidential-Attorneys' Eyes
12 Only" documents or discovery materials produced by a non-party by providing written notice to
13 all parties of the relevant document numbers or other identification within thirty (30) days after
14 receiving such documents or discovery materials. Any party or non-party may voluntarily
15 disclose to others without restriction any information designated by that party or non-party as
16 Confidential Materials," although a document may lose its confidential status if it is made public.

17 10. If a party contends that any material is not entitled to confidential treatment, such
18 party may at any time give written notice to the party or non-party who designated the material.
19 The party or non-party who designated the material shall have twenty-five (25) days from the
20 receipt of such written notice to apply to the Court for an order designating the material as
21 confidential. The party or non-party seeking the order has the burden of establishing that the
22 document is entitled to protection. Notwithstanding any challenge to the designation of material
23 pursuant to this Stipulated Protective Order, all documents shall be treated as Confidential
24 Materials and shall be subject to the provisions hereof unless and until one of the following
25 occurs: (a) the Designating Party withdraws the designation in writing; (b) the Designating Party
26 fails to apply to the Court for an order designating the material "Confidential" or "Highly
27 Confidential-Attorneys' Eyes Only" within the time period specified above after receipt of a
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1 written challenge to such designation; or (c) the Court rules the material does not qualify as
2 Confidential Material.

3 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
4 use of documents at trial. The parties shall meet and confer regarding the procedures for use of
5 Confidential Materials at trial and shall move the Court for entry of an appropriate order.

6 12. The inadvertent production by any of the undersigned Parties or non-Parties to the
7 Proceeding of any Document, Testimony or Information during discovery in this Proceeding
8 without a designation of "Confidential" or "Highly Confidential-Attorneys' Eyes Only" shall be
9 without prejudice to any claim that such item constitutes "Confidential Material" and such Party
10 shall not be held to have waived any rights by such inadvertent production. In the event that any
11 Document, Testimony or Information that is subject to a "Confidential" or "Highly Confidential-
12 Attorneys' Eyes Only" designation is inadvertently produced without such designation, the Party
13 that inadvertently produced the document shall give written notice of such inadvertent
14 production within twenty (20) days of discovery of the inadvertent production, together with a
15 further copy of the subject Document, Testimony or Information designated as "Confidential" or
16 "Highly Confidential-Attorneys' Eyes Only" (the "Inadvertent Production Notice"). Upon
17 receipt of such Inadvertent Production Notice, the Party that received the inadvertently produced
18 Document, Testimony or Information shall promptly destroy the inadvertently produced
19 Document, Testimony or Information and all copies thereof, or, at the expense of the producing
20 Party, return such together with all copies of such Document, Testimony or Information to
21 counsel for the producing Party and shall retain only the designated Materials. Should the
22 receiving Party choose to destroy such inadvertently produced Document, Testimony or
23 Information, the receiving Party shall notify the producing Party in writing of such destruction
24 within ten (10) days of receipt of written notice of the inadvertent production. This provision is
25 not intended to apply to any inadvertent production of any Information protected by attorney-
26 client or work product privileges. In the event that this provision conflicts with any applicable
27 law regarding waiver of confidentiality through the inadvertent production of Documents,
28 Testimony or Information, such law shall govern.

1 13. If any person subject to this Stipulated Protective Order who has custody of any
2 Confidential Materials receives a subpoena or other process ("Subpoena") from any government
3 or other person or entity demanding production of Confidential Materials, the recipient of the
4 Subpoena shall promptly give notice of the same by electronic mail transmission within 7
5 calendar days to counsel of record for the Designating Party, and shall furnish such counsel with
6 a copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its sole
7 discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production
8 of the Confidential Materials, and/or seek to obtain confidential treatment of such Confidential
9 Materials from the subpoenaing person or entity to the fullest extent available under law. The
10 recipient of the Subpoena may not produce any Confidential Materials pursuant to the Subpoena
11 prior to the date specified for production on the Subpoena; provided, however, that nothing
12 herein shall be construed as requiring the recipient of the Subpoena to challenge or appeal any
13 order requiring production of Confidential Materials protected by this Order, or to subject itself
14 to any penalties for noncompliance with any legal process or order, or to seek any relief from this
15 Court.

16 14. The entry of this Stipulated Protective Order does not alter, waive, modify, or
17 abridge any right, privilege or protection otherwise available to any Party with respect to the
18 discovery of matters, including but not limited to any Party's right to assert the attorney-client
19 privilege; the attorney work product doctrine, or other privileges, or any Party's right to contest
20 any such assertion. Nothing herein shall affect the ability of a party to seek relief for an
21 inadvertent disclosure of material protected by privilege or work product protection.

22 15. All provisions of this Order restricting the communication or use of Confidential
23 Materials shall continue to be binding after the conclusion of this action, unless otherwise agreed
24 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Materials,
25 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall
26 either (a) return such documents no later than thirty (30) days after conclusion of this action to
27 counsel for the party or non-party who provided such information, or (b) destroy such documents

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1 within the time period upon consent of the party who provided the information and certify in
2 writing within thirty (30) days that the documents have been destroyed.

3 16. Any party to the Proceeding who has not executed this Stipulated Protective
4 Order as of the time it is presented to the Court for signature may thereafter become a party to
5 this Stipulated Protective Order by its counsel's signing and dating a copy thereof and filing the
6 same with the Court, and serving copies of such signed and dated copy upon the other parties to
7 this Stipulated Protective Order.

8 17. Any witness or other person, firm or entity from which discovery is sought may
9 be informed of and may obtain the protection of this Order by written notice to the parties'
10 respective counsel or by oral advice at the time of any deposition or similar proceeding.

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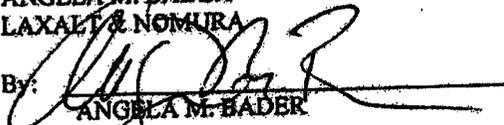
28

Affirmation Pursuant to NRS 239B.030

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

Dated: 8/17, 2012

ROBERT A. DOTSON
ANGELA M. BADER
LAXALT & NOMURA

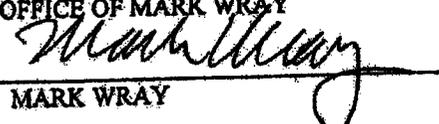
By: 

ANGELA M. BADER

Attorneys for Plaintiff

Dated: 8/17, 2012

LAW OFFICE OF MARK WRAY

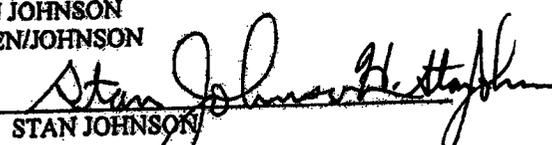
By: 

MARK WRAY

Attorneys for Defendant Sumona Islam

Dated: 8-10, 2012

STEVEN B. COHEN
STAN JOHNSON
COHEN/JOHNSON

By: 

STAN JOHNSON

Attorneys for Defendant
Nav-Reno-GS, LLC d/ba Grand Sierra Resort

IT IS SO ORDERED.

This ___ day of _____, 2012.

DISTRICT COURT JUDGE

Affirmation Pursuant to NRS 239B.030

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

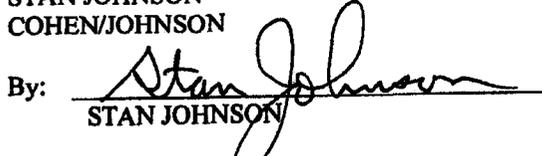
Dated: 8/27, 2012
ROBERT A. DOTSON
ANGELA M. BADER
LAXALT & NOMURA

By: 
ANGELA M. BADER
Attorneys for Plaintiff

Dated: 8/17, 2012
LAW OFFICE OF MARK WRAY

By: 
MARK WRAY
Attorneys for Defendant Sumona Islam

Dated: 8-10, 2012
STEVEN B. COHEN
STAN JOHNSON
COHEN/JOHNSON

By: 
STAN JOHNSON
Attorneys for Defendant
Nav-Reno-GS, LLC d/ba Grand Sierra Resort

IT IS SO ORDERED.

This 27 day of AUGUST, 2012.


DISTRICT COURT JUDGE

**EXHIBIT 1
CERTIFICATION**

1
2 I hereby certify my understanding that Confidential Information is being provided to me
3 pursuant to the terms and restrictions of the Protective Order dated _____, in the
4 matter of *Golden Road Motor Inn, Inc. d/b/a Atlantis Casino Resort Spa, Plaintiff vs. Sumona*
5 *Islam and NAV-Reno-GS, LLC d/b/a Grand Sierra Resort, Defendants*, Case No. CV12-01171,
6 now pending in the Second Judicial District Court of the State of Nevada in and for the County
7 of Washoe. I have been given a copy of that Order and read it. I agree to be bound by the Order.
8 I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will
9 maintain all such Confidential Information – including copies, notes, or other transcriptions
10 made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty
11 (30) days after the conclusion of this action, I will return the Confidential Information –
12 including copies, notes or other transcriptions made therefrom – to the counsel who provided me
13 with the Confidential Information. I hereby consent to the jurisdiction of the Second Judicial
14 District Court of the State of Nevada in and for the County of Washoe for the purpose of
15 enforcing the Protective Order.
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18 DATED: _____
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21 _____
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1 Now, from there, it's sort of -- it's outside the
2 control of this Court. I have entered a protective order
3 designating this information to be attorneys eyes only. What
4 I can do and I have in my power is the ability to sanction
5 attorneys who violate this order or any order of the Court.
6 We have good lawyers here. I don't expect any problems in
7 this case.

8 However, if either side or any party here feels
9 that that order has been violated or compromised in any way,
10 I expect to hear about it immediately and I will address it
11 immediately. And that's what I think is the best way to
12 approach this. ~~(I'll just seal the entire transcript and we~~
13 ~~don't end with an abbreviated and annotated transcript.~~ And
14 I'll make the appropriate finding on the record at the
15 conclusion of the trial that will comply with the Nevada
16 Supreme Court Rule and we should be covered. That's how I
17 would handle it. Mr. Cohen.

18 MR. COHEN: On behalf of GSR, we certainly would
19 agree to the sealing of the entire transcript.

20 THE COURT: Mr. Wray.

21 MR. WRAY: Yes, of course.

22 MR. DOTSON: Of course, your Honor. There were
23 two witnesses' testimony that the court reporter had already
24 provided and I would just ask that that information in those