

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

2 *****

3 SANDS CHINA LTD., A Cayman
4 Islands corporation,

5 Petitioner,

6 v.

7 CLARK COUNTY DISTRICT
8 COURT, THE HONORABLE
9 ELIZABETH GONZALEZ,
10 DISTRICT JUDGE, DEPT. 11,

11 Respondents,

12 and

13 STEVEN C. JACOBS,

14 Real Party in Interest.

Case No.: 68265
Electronically Filed
Jul 22 2015 08:56 a.m.
(Consolidated with Case Numbers
68275 and 68305)
Tracie K. Lindeman
Clerk of Supreme Court

**MOTION TO FILE VOLUMES 10
and 11 OF SUPPLEMENTAL
APPENDIX UNDER SEAL**

15 **I. INTRODUCTION**

16 Pursuant to Part VII of the Supreme Court Rules Governing Sealing and
17 Redacting Court Records, Real Party in Interest Steven C. Jacobs ("Jacobs") hereby
18 moves this Court to seal portions of his Supplemental Appendix. The Supplemental
19 Appendix contains briefing and exhibits that were either sealed or redacted in the
20 District Court pursuant to the parties' Stipulated Confidentiality Agreement and
21 Protective Order entered under Nevada Rule of Civil Procedure 26(c) or other
22 District Court Order.

23 **II. ANALYSIS**

24 Rule 7 of Part VII of the Supreme Court Rules provides that sealed
25 District Court records shall be made available to this Court on appeal but that those
26 records "shall be sealed from public access" subject to further order of this Court.
27 This Court will keep the documents under seal if there is an appropriate basis to do
28 so under SRCR 3(4). SRCR 3(4) permits the sealing or redaction of the record
when justified by compelling privacy or safety interests that outweigh the public

1 interest in access to the court record. The public interest in privacy outweighs the
2 public interest in open court records when the sealing or redaction furthers a
3 protective order entered under NRCP 26(c). SRCR 3(4)(b).

4 Here, the parties entered into a Stipulated Confidentiality Agreement and
5 Protective Order under NRCP 26(c) in the District Court. (Ex. 1.) Pursuant to that
6 Order, Jacobs filed his Opposition to Sands China's Motion for Summary Judgment
7 on Personal Jurisdiction, related Counter-Motion, and supporting Declaration with
8 exhibits under seal. Additionally, at the jurisdictional hearing, the District Court
9 sealed admitted Exhibit 1100 over Jacobs' objection. Jacobs continues that
10 objection but files this Motion to comply with the District Court's directive until
11 this Court determines whether Exhibit 1100 should be sealed.

12 These documents are essential to the Court's consideration of the pending
13 writ petitions. An Order permitting Jacobs to file these documents under seal will
14 facilitate the Court's review of the record and effectuate the purpose of the parties'
15 Stipulated Confidentiality Agreement and Protective Order entered under
16 NRCP 26(c). SRCR 3(4)(b).

17 **III. CONCLUSION**

18 Based upon the foregoing, Jacobs respectfully requests that the Court permit
19 him to file Volumes 10 and 11 of his Supplemental Appendix under seal.

20 DATED this 21st day of July, 2015.

21 PISANELLI BICE PLLC

22 By: /s/ Todd L. Bice

23 James J. Pisanelli, Esq., Bar No. 4027
24 Todd L. Bice, Esq., Bar No. 4534
25 Debra L. Spinelli, Esq., Bar No. 9695
26 Jordan T. Smith, Esq., Bar No. 12097
27 400 South 7th Street, Suite 300
28 Las Vegas, Nevada 89101

Attorneys for Real Party in Interest
Steven C. Jacobs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of July 2015, I electronically filed and served a true and correct copy of the above and foregoing **MOTION TO FILE VOLUMES 10 and 11 OF SUPPLEMENTAL APPENDIX UNDER SEAL** properly addressed to the following:

J. Stephen Peek, Esq.
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1575 Massachusetts Avenue
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Attorneys for Petitioner, Sands China Ltd.

...

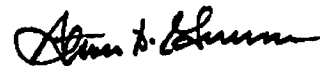
...

SERVED VIA HAND-DELIVERY ON 07/22/15

The Honorable Elizabeth Gonzalez
Eighth Judicial District court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155
Respondent

/s/ Shannon Thomas
An employee of PISANELLI BICE PLLC

EXHIBIT 1



CLERK OF THE COURT

1 **SAO**
2 J. Stephen Peek, Esq.
3 Nevada Bar No. 1759
4 **HOLLAND & HART LLP**
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10 *Attorneys for Defendants Las Vegas Sands Corp.*
11 *and Sands China Ltd.*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **STEVEN C. JACOBS,**

15 **Plaintiff,**

16 *v.*

17 **LAS VEGAS SANDS CORP.,** a Nevada
18 corporation; **SANDS CHINA LTD.,** a Cayman
19 Islands corporation; **DOES I-X;** and **ROE**
20 **CORPORATIONS I-X,**

21 **Defendants.**

CASE NO.: A627691-B

DEPT NO.: XI

Date: n/a

Time: n/a

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

22 **LAS VEGAS SANDS CORP.,** a Nevada
23 corporation,

24 **Counterclaimant,**

25 *v.*

26 **STEVEN C. JACOBS,**

27 **Counterdefendant.**

28 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 **1. Applicability of this Protective Order:** This Protective Order does not and will
2 not govern any trial proceedings in this action but will otherwise be applicable to and govern the
3 handling of documents, depositions, deposition exhibits, interrogatory responses, responses to
4 requests for admissions, responses to requests for production of documents, and all other
5 discovery obtained pursuant to Nevada Rules of Civil Procedure or other legal process by or
6 from, or produced on behalf of, a party in connection with this action (this information hereinafter
7 referred to as "Discovery Material"). As used herein, "Producing Party" or "Disclosing Party"
8 shall refer to the parties in this action that give testimony or produce documents or other
9 information and to non-parties; "Receiving Party" shall refer to the parties in this action that
10 receive such information, and "Authorized Recipient" shall refer to any person or entity
11 authorized by Sections 11 and 12 of this Protective Order to obtain access to Confidential
12 Information, Highly Confidential Information, or the contents of such Discovery Material.

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

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

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

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

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

1 **6. Designating Confidential Information or Highly Confidential Information.** If
2 any party in this action determines in good faith that any documents, things, or responses
3 produced in the course of discovery in this action should be designated as Confidential
4 Information or Highly Confidential Information it shall advise any party who has received such
5 material of this fact, and all copies of such document, things, or responses, or portions thereof
6 deemed to be confidential shall be marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
7 (whether produced in hard copy or electronic form) at the expense of the designating party and
8 treated as such by all parties. A designating party may inform another party that a document is
9 Confidential or Highly Confidential by providing the Bates number of the document in writing. If
10 Confidential or Highly Confidential Information is produced via an electronic form on a computer
11 readable medium (e.g., CD-ROM), other digital storage medium, or via Internet transmission, the
12 Producing Party shall affix in a prominent place on the storage medium or container file on which
13 the information is stored, and on any container(s) for such medium, the legend "Includes
14 CONFIDENTIAL INFORMATION" or "Includes HIGHLY CONFIDENTIAL
15 INFORMATION." Nothing in this section shall extend confidentiality or the protections
16 associated therewith to any information that does not otherwise constitute "Confidential
17 Information" or "Highly Confidential Information" as defined in Paragraphs 4 and 5 herein.

18 **7. Redaction Allowed:** Any Producing Party may redact from the documents or
19 things it produces matter that the Producing Party claims is subject to the attorney-client privilege,
20 the work product doctrine, a legal prohibition against disclosure, or any other privilege from
21 disclosure. Any Producing Party also may redact information that is both personal and non-
22 responsive, such as a social security number. A Producing Party may not redact information in an
23 otherwise responsive document solely because the Producing Party believes that the information
24 is non-responsive. Nor shall a Producing Party withhold non-privileged, responsive information
25 solely on the grounds that such information is contained in a document that includes privileged
26 information. The Producing Party shall mark each thing where matter has been redacted with a
27 legend stating "REDACTED," and include an annotation indicating the specific reason for the
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1 redaction (e.g., "REDACTED—Work Product"). All documents redacted based on attorney
2 client privilege or work product immunity shall be listed in an appropriate log in conformity with
3 Nevada law and Nevada Rule of Civil Procedure 26(b)(5). Where a document consists of more
4 than one page, the page on which information has been redacted shall so be marked. The
5 Producing Party shall preserve an unredacted version of such document. In addition to the
6 foregoing, the following shall apply to redactions of Protected Data:

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

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

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

18 **8. Use of Confidential Information or Highly Confidential Information.** Except
19 as provided herein, Confidential Information and Highly Confidential Information designated or
20 marked as provided shall be used solely for the purposes of this action, shall not be disclosed to
21 anyone other than those persons identified herein in Sections 11 and 12, and shall be handled in
22 such manner until such designation is removed by the designating party or by order of the Court.
23 Nothing in this Protective Order shall preclude a party or other person from using his, her, or its
24 own Confidential Information or Highly Confidential Information or from giving others his, her,
25 or its Confidential Information or Highly Confidential Information.

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

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

13 **10. Use of Confidential Information and Highly Confidential Information in**
14 **Depositions.** Counsel for any party shall have the right to disclose Confidential or Highly
15 Confidential Information at depositions, provided that such disclosure is consistent with this
16 Protective Order, including Sections 11 and 12. Any counsel of record may request that all
17 persons not entitled under Sections 11 or 12 of this Protective Order to have access to
18 Confidential Information or Highly Confidential Information leave the deposition room during the
19 confidential portion of the deposition. Failure of such other persons to comply with a request to
20 leave the deposition shall constitute substantial justification for counsel to advise the witness that
21 the witness need not answer the question where the answer would disclose Confidential
22 Information or Highly Confidential Information. Additionally, at any deposition session, (1) upon
23 inquiry with regard to the content of any discovery material(s) designated or marked as
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY;" (2)
25 whenever counsel for a party deems that the answer to a question may result in the disclosure or
26 revelation of Confidential or Highly Confidential Information; and/or (3) whenever counsel for a
27 party deems that the answer to any question has resulted in the disclosure or revelation of
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1 Confidential or Highly Confidential Information, counsel to any party may designate portions of a
2 deposition transcript and/or video of any deposition (or any other testimony) as containing
3 Confidential or Highly Confidential Information in accordance with this Order by a statement on
4 the record during the deposition or by notifying all other parties in writing, within thirty (30)
5 calendar days of receiving the transcript or video that it contains Confidential or Highly
6 Confidential Information and designating the specific pages, lines, and/or counter numbers as
7 containing Confidential or Highly Confidential Information. If a designation is made via a
8 statement on the record during a deposition, counsel must follow up in writing within thirty (30)
9 calendar days of receiving the transcript or video, identifying the specific pages, lines, and/or
10 counter numbers containing the Confidential or Highly Confidential Information. If no
11 confidentiality designations are made within the thirty calendar (30) day period, the entire
12 transcript shall be considered non-confidential. During the thirty (30) day period, the entire
13 transcript and video shall be treated as Confidential Information (or Highly Confidential
14 Information) All originals and copies of deposition transcripts that contain Confidential
15 Information or Highly Confidential Information shall be prominently marked "CONFIDENTIAL"
16 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on the cover thereof and, if and
17 when filed with the Court, the portions of such transcript so designated shall be filed under seal.
18 Counsel must designate portions of a deposition transcript as "CONFIDENTIAL" or "HIGHLY
19 CONFIDENTIAL – ATTORNEYS' EYES ONLY" within thirty calendar (30) days of receiving
20 the transcript. Any DVD or other digital storage medium containing Confidential or Highly
21 Confidential deposition testimony shall be labeled in accordance with the provisions of paragraph
22 6.

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

26 (a) A party, or officers, directors, and employees of a party deemed necessary
27 by counsel to aid in the prosecution, defense, or settlement of this action;

1 (b) Counsel for a party (including in-house attorneys, outside attorneys
2 associated with the law firm of counsel, and paralegal, clerical, and secretarial staff employed by
3 such counsel);

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

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

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

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

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

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

16 Any person to whom Confidential Information is disclosed pursuant to subparts (a), (b), (c), (d),
17 (e), (f), (g) or (h) above shall be advised that the Confidential Information is being disclosed
18 pursuant to an order of the Court, that the information may not be disclosed by such person to any
19 person not permitted to have access to the Confidential Information pursuant to this Protective
20 Order, and that any violation of this Protective Order may result in the imposition of such
21 sanctions as the Court deems proper. Any person to whom Confidential Information is disclosed
22 pursuant to subpart (c), (d), (f), (g), or (h) of this section shall also be required to execute a copy
23 of the form Exhibit A. The persons shall agree in writing to be bound by the terms of this
24 Protective Order by executing a copy of Exhibit A (which shall be maintained by the counsel of
25 record for the party seeking to reveal the Confidential Information) in advance of being shown the
26 Confidential Information. No party (or its counsel) shall discourage any persons from signing a
27 copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the party seeking to reveal
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1 the Confidential Information shall seek an order from the Court directing that the person be bound
2 by this Protective Order. In the event of the filing of such a motion, Confidential Information
3 may not be disclosed to such person until the Court resolves the issue. Proof of each written
4 agreement provided for under this Section shall be maintained by each of the parties while this
5 action is pending and disclosed to the other parties if ordered to do so by the Court.

6 12. **Persons Authorized to Receive Highly Confidential Information.** "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents and information may be used only
8 in connection with this case and may be disclosed only to the Court and the persons listed in sub-
9 sections (b) to (h) of Section 10 above, but shall not be disclosed to a party, or an employee of a
10 party, unless otherwise agreed or ordered. Any person to whom Highly Confidential Information
11 is disclosed pursuant to sub-sections (c), (d), (f), (g), or (h) of section 8 above shall also be
12 required to execute a copy of the form Exhibit A.

13 13. **Filing of Confidential Information or Highly Confidential Information With**
14 **Court.** Any party seeking to file or disclose materials designated as Confidential Information or
15 Highly Confidential Information with the Court in this Action must seek to file such Confidential
16 or Highly Confidential Information under seal pursuant to Rule 3 of the Nevada Rules for Sealing
17 and Redacting Court Records.

18 14. **Notice to Non-Parties.** Any party issuing a subpoena to a non-party shall enclose
19 a copy of this Protective Order with a request that, within ten (10) calendar days, the non-party
20 either request the protection of this Protective Order or notify the issuing party that the non-party
21 does not need the protection of this Protective Order or wishes to seek different protection. Any
22 non-party invoking the Protective Order shall comply with, and be subject to, all other applicable
23 sections of the Protective Order.

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

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

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

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

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

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

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

26 (e) Under law, have been declared to be in the public domain.
27
28

1 **18. Challenges to Designations.** Any party may object to the designation of
2 Confidential Information or Highly Confidential Information on the ground that such information
3 does not constitute Confidential Information or Highly Confidential Information by serving
4 written notice upon counsel for the Producing Party within thirty (30) calendar days of the date
5 the item(s) was designated, specifying the item(s) in question and the grounds for the objection.
6 If a party objects to the designation of any materials as Confidential Information or Highly
7 Confidential Information, the party seeking the designation shall arrange for a E.D.C.R. 2.34
8 conference to be held within ten (10) calendar days of receipt of a written objection to the
9 designation to attempt to informally resolve the dispute. If the parties cannot resolve the matter,
10 the party seeking the designation may file a motion with the Court to resolve the dispute. Such
11 motions must be filed within ten (10) calendar days of the E.D.C.R. 2.34 conference. This
12 Protective Order will not affect the burden of proof on any such motion, or impose any burdens
13 upon any party that would not exist had the Protective Order not been entered. Any contested
14 information shall continue to be treated as confidential and subject to this Protective Order until
15 such time as such motion has been ruled upon.

16 **19. Use in Court.** If any Confidential Information or Highly Confidential Information
17 is used in any pretrial Court proceeding in this action, it shall not necessarily lose its confidential
18 status through such use, and the party using such information shall take all reasonable steps
19 consistent with the Nevada Supreme Court Rules Governing Sealing and Redacting Court
20 Records to maintain its confidentiality during such use.

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

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

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

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

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

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

22 **26. Return of Information.** Within thirty (30) calendar days after the final
23 disposition of this action, all Confidential Material and/or Highly Confidential Material produced
24 by an opposing party or non-party (including, without limitation, any copies, extracts or
25 summaries thereof) as part of discovery in this action shall be destroyed by the parties to whom
26 the Confidential Material and/or Highly Confidential Material was produced, and each counsel
27 shall, by declaration delivered to all counsel for the Producing Party, affirm that all such
28

1 Confidential Material and/or Highly Confidential Material (including, without limitation, any
2 copies, extracts or summaries thereof) has been destroyed; provided, however, that each counsel
3 shall be entitled to retain pleadings, motions and memoranda in support thereof, declarations or
4 affidavits, deposition transcripts and videotapes, or documents reflecting attorney work product or
5 consultant or expert work product, even if such material contains or refers to Confidential
6 Material and/or Highly Confidential Material, but only to the extent necessary to preserve a
7 litigation file with respect to this action.

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

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

18 **29. Other Actions And Proceedings.** If a Receiving Party (a) is subpoenaed in
19 another action or proceeding, (b) is served with a demand in another action or proceeding in
20 which it is a party, or (c) is served with any legal process by one not a party to this Protective
21 Order, seeking materials which were produced or designated as Confidential or Highly
22 Confidential pursuant to this Protective Order, the Receiving Party shall give prompt actual
23 written notice by hand or facsimile transmission to counsel of record for such Producing Party
24 within five (5) business days of receipt of such subpoena, demand or legal process or such shorter
25 notice as may be required to provide other parties with the opportunity to object to the immediate
26 production of the requested discovery materials to the extent permitted by law. The burden of
27 opposing enforcement of the subpoena shall fall upon the party or non-party who produced or
28


1 designated the Discovery Material as Confidential or Highly Confidential Information. Unless
2 the party or non-party who produced or designated the Confidential or Highly Confidential
3 Information obtains an order directing that the subpoena not be complied with, and serves such
4 order upon the Receiving Party prior to production pursuant to the subpoena, the Receiving Party
5 shall be permitted to produce documents responsive to the subpoena on the subpoena response
6 date. Compliance by the Receiving Party with any order directing production pursuant to a
7 subpoena of any Confidential or Highly Confidential Information shall not constitute a violation
8 of this Protective Order. Nothing in this Protective Order shall be construed as authorizing a
9 party to disobey a lawful subpoena issued in another action.

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

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

15 DATED this 20th day of March, 2012.

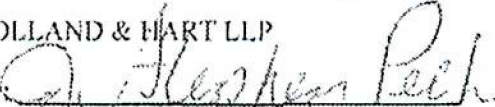
16 PISANELLI BICE PLLC

17 By: 
18 James J. Pisanelli, Esq., Bar No. 4027
19 Todd L. Bice, Esq., Bar No. 4534
20 Debra L. Spinelli, Esq., Bar No. 9695
21 Jennifer L. Braster, Bar No. 9982
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, Nevada 89169

22 Attorneys for Plaintiff Steve C. Jacobs

DATED this 20th day of March, 2012.

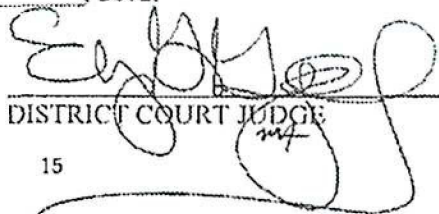
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17 By: 
18 J. Stephen Peek, Esq., Bar No. 1759
19 Brian G. Anderson, Esq., Bar No. 10500
20 Robert J. Cassity, Esq., Bar No. 9779
9555 Hillwood Drive
2nd Floor
Las Vegas, Nevada 89134

Attorneys for Defendants Las Vegas Sands
Corp. and Sands China Ltd.

24 IT IS SO ORDERED.

25 DATED this 21st day of March, 2012.

26 
27 DISTRICT COURT JUDGE
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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 *Jacobs v. Las Vegas Sands Corp.*, Eighth Judicial District Court Case No. A627691-B 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 Eighth Judicial District Court of Nevada 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)