

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Dorfman v. Preferred Homecare, a Foreign Limited Liability Company, and Does I-X and Roe Corporations I-XX, inclusive

Dorfman · No. 2:24-cv-01879 · Decided January 7, 2026

SUMMARY

This document is a stipulated protective order in Scott David Dorfman v. Preferred Homecare, pending in the United States District Court for the District of Nevada. It governs the confidential treatment, permitted disclosure, inadvertent production, and handling of privileged materials related to discovery concerning an alleged CPAP-device negligence claim.

CASE DETAILS

COURT	United States District Court for the District of Nevada
DECIDED	January 7, 2026
DOCKET	2:24-cv-01879
DISPOSITION	other
PROCEDURAL POSTURE	The parties submitted a stipulated protective order governing the production, disclosure, use, and handling of confidential and inadvertently produced privileged materials in the pending diversity action.
PRECEDENTIAL VALUE	Nonprecedential interlocutory discovery order

TOPICS

discovery dispute civil procedure medical records privacy

PRACTICE AREAS

civil procedure discovery and confidentiality privilege and work product

QUESTIONS PRESENTED

- Whether the court should enter the parties' stipulated protective order governing discovery materials and inadvertent production of potentially privileged or confidential information.
- What requirements should govern any future motions to seal documents filed in the action.

HOLDINGS

1. The court granted the parties' stipulated protective order governing the disclosure and use of discovery materials, including confidential and inadvertently produced privileged information.
2. Any motion to seal in the action must comply with Local Rule IA 10-5, *Kamakana v. City & County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), and *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

KEY QUOTATIONS

"The above Stipulated Protective Order is GRANTED. Additionally, all motions to seal must comply with Local Rule IA 10-5, Kamakana v. City & Cnty. of Honolulu, 447 F.3d 1172 (9th Cir. 2006), and Ctr. for Auto Safety v. Chrysler Group, LLC, 809 F.3d 1092, 1097 (9th Cir. 2016)." (Order)

FACTUAL BACKGROUND

The litigation concerns alleged negligence by Preferred Homecare involving a CPAP device owned by Scott Dorfman between April and December 2021. The parties anticipated production of facility manuals, patient-service materials, patient-record materials, and other documents that could contain confidential, proprietary, commercial, private, or privileged information. They agreed to limit disclosure of produced materials, establish procedures for inadvertent production, and preserve confidentiality claims.

PROCEDURAL HISTORY

Plaintiff Scott David Dorfman brought an alleged-negligence action against Preferred Homecare concerning a CPAP device. The parties jointly stipulated to a protective order addressing discovery materials, confidentiality, inadvertent production, and privilege claims. The district court granted the stipulated protective order and added requirements governing future motions to seal.

DISPOSITION

other

CASES CITED

- *Kamakana v. City & County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006)
- *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016)

OPINION

|| NEWILSONELSER MICHAEL P. LOWRY, ESQ. 3 || Nevada Bar No. 10666 E-mail: Michael.Lowry @ wilsonelser.com 4 || PAUL A. ACKER, ESQ. Nevada Bar No. 3670 5 || Email: Paul.Acker@wilsonselser.com 6689 Las Vegas Boulevard South, Suite 200 6 Las Vegas, NV 89119 Tel: 702.727.1400/Fax: 702.727.1401 7 || Attorney for Preferred Homecare, LLC 8 UNITED STATES DISTRICT COURT 9 DISTRICT OF NEVADA 10 Wl Scott David Dorfman, an individual, Case No.: 2:24-cv-01879 Plaintiff, 12 Stipulated Protective Order B Vs. Preferred

Homecare, a Foreign Limited Liability 14 Company, and Does I-X and Roe Corporations I-XX, inclusive 15 16 Defendant.

17 18 IT IS HEREBY STIPULATED AND AGREED, between all, Plaintiff Scott David Dorfman 19 || (“Plaintiff”), by and through his counsel, Michael T. Hua, Esq. and Anjan Gewali, Esq. of the 20 || Michael T. Hua Law, and Defendant Preferred Homecare (“Defendant”), by and through its counsel 21 of record, Michael P. Lowry, Esq. and Paul A. Acker, Esq. of Wilson Elser Moskowitz Edelman & 22 || Dicker LLP, that: 23 1.

Certain documents that are to be produced for purposes of this litigation shall be 24 || protected from further disclosure pursuant to FRCP 26(c). 25 2. It is the intent of the parties that this stipulation shall be binding and enforceable in 26 || any matter regarding the alleged negligence against Preferred Homecare regarding a CPAP device 27 || owned by Scott Dorfman from April 2021 through December 2021 including but not limited to Case 28 || No. 2:24-cv-01879 which is currently pending in the United States District Court, District of 1 Nevada.

2 3. The Items listed below shall be produced by Defendant. and related entities, 3 electronically and shall be used solely for purposes of this litigation, and shall be disclosed only to: 4 the parties, their attorneys, their attorney's regular office staff, their expert witnesses (whether 5 prospective or actual), any Court-appointed arbitrator, or mediator.

For any party that is a 6 corporation, the only persons to whom such items shall be disclosed are the corporation's officers, 7 directors, and in house counsel, if any. 8 4. The parties may agree to broader disclosure of items but only through a writing signed 9 by all attorneys who made or joined in the designation. Those agreements may require as a condition 10 that any additional persons to whom confidential information is disclosed must first sign a document 11 confirming that they have read, understand and will abide by the terms of this stipulation.

12 5. This Stipulated Protective Order is binding on the parties that have signed it; however, 13 other parties may obtain the documents under the same terms and conditions by signing the 14 stipulation. This stipulation may be executed in counterparts and/or electronically. 15 6. This Stipulated Protective Order, and the limits it imposes on the disclosure and use 16 of information, shall apply to any parties subsequently added to the litigation, and shall continue to 17 apply even after the litigation is concluded unless the Court orders otherwise or the parties all 18 expressly agree in writing.

This order is imposed on the parties, their attorneys, their attorney's 19 regular office staff, their expert witnesses (whether prospective or actual) and their consultants. Any 20 unauthorized use or any documents or information contained in the document that has been 21 designated as confidential shall be punishable by contempt. 22 7.

The production of documents may involve the inadvertent production of information, 23 documents and things, to the extent that such may exist, which one or more of the Parties may deem 24 confidential, proprietary, or commercial information and/or information protected by the attorney- 25 client privilege and attorney work product doctrine, the disclosure of which may have the effect of 26 causing harm to the privacy, commercial, financial and/or legal interests of the individual or entity 27 from which the information was obtained.

1 unintentional production by one Party (“the Producing Party”), any Party receiving the production 2 (“the Receiving Party”) must promptly return or destroy the specified document and any hard copies 3 the Receiving Party has and may not use or disclose the information until the privilege claim or 4 other claim of protection has been resolved. 5 9.

To the extent that the information contained in a document subject to a claim has 6 already been used in or described in other documents generated or maintained by the Receiving 7 Party, then the Receiving Party will sequester such documents until the claim has been resolved. If 8 the Receiving Party disclosed the specified information before being notified of its inadvertent 9 production, it must take reasonable steps to retrieve it.

The Producing Party shall preserve the 10 specified information until the claim is resolved. 11 10. The Receiving Party shall have ten (10) days from receipt of notification of the 12 inadvertent production to determine in good faith whether to contest such claim and to notify the 13 Producing Party in writing of an objection to the claim of privilege and the grounds for that 14 objection.

The Producing Party will then have ten (10) days from the receipt of the objection notice 15 to submit the specified information to the Court under seal for a determination of the claim and will 16 provide the Court with the grounds for the asserted privilege or protection. Any Party may request 17 expedited treatment of any request for the Court's determination of the claim.

18 11. Upon a determination by the Court that the specified information is protected by the 19 applicable privilege or protection, and if the specified information has been sequestered rather than 20 returned or destroyed, the specified information shall be returned or destroyed. Upon a 21 determination by the Court that the specified information is not protected by the applicable privilege 22 or protection, the Producing Party shall render accessible any documents that were disabled or 23 rendered inaccessible, unless otherwise ordered by the Court.

24 12. This order is intended to facilitate discovery while preserving claims of 25 confidentiality, not to waive any claims or rights regarding confidentiality. Accordingly, none of 26 the parties shall be deemed to have waived any claims of confidentiality merely because that party 27 has agreed to this order, entered into a stipulated modification of this order, provided information 1 || confidential under this order.

2 13. The following documents are to be produced by Defendant, and/or related entities, or 3 ||
seven (7) days after the date that this Stipulated Protective Order is entered by the Court,
whichever 4 || is later responsive to Plaintiff's Request for Production No. 3 including Lincare's
Protocol Manual 5 || 2020 — Section 6 CPAP (DEF001294-001316), Lincare's Facility Policy
Manual 2020 — Section 5 6 || — Patient Services (DEFO001190-DEF001210), Lincare's Facility
Policy Manual 2020 — Section 6 — 7 || Patient Record (DEFO01211-DEF001244), and Lincare's
Facility Policy Manual 2020 — Section 7 8 || — Facility Policies (DEFO01245-DEF001289).

91) We WILSONELSER MICHAEL T. HUA LAW 10 /s/ Paul A. Acker /s/ Anjan Gewali 11
Michael P. Lowry, Esq. Michael T. Hua, Esq. Nevada Bar No. 10666 Nevada Bar No. 14547 12
Paul A. Acker, Esq. Anjan Gewali, Esq. Nevada Bar No. 3670 Nevada Bar No. 14054 13
Attorneys for Preferred Homecare, LLC Attorneys for Plaintiff 14 15 16 17 18 19 ORDER 20 ||
The above Stipulated Protective Order is GRANTED.

Additionally, all motions to seal must comply with Local Rule IA 10-5, *Kamakana v. City & Cnty.*
of Honolulu, 447 F.3d 1172 (9th Cir. 2006), and *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809
F.3d 1092, 1097 (9th Cir. 2016). 22 23 24 25 27 ITED STATES MAGISTRATE JUDGE DATED:
January 7, 2026