

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Phaedra Fitzgerald v. JXM, Inc.; Main Building Maintenance, Inc.

Fitzgerald · No. 2:25-cv-01147-MMD-EJY · Decided January 23, 2026

SUMMARY

This document is a proposed stipulated protective order in Phaedra Fitzgerald v. JXM, Inc. and Main Building Maintenance, Inc., pending in the U.S. District Court for the District of Nevada. It governs the designation, disclosure, use, filing, challenge, and disposition of confidential discovery materials, including protected health information under HIPAA and HITECH. The document was stipulated by counsel on January 23, 2026, and includes a certification form for persons receiving confidential materials.

CASE DETAILS

COURT	United States District Court for the District of Nevada
JURISDICTION	United States District Court for the District of Nevada
DECIDED	January 23, 2026
DOCKET	2:25-cv-01147-MMD-EJY
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery materials, including protected health information, in this employment-discrimination action.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Phaedra Fitzgerald v. JXM, Inc., Main Building Maintenance, Inc.

TOPICS

discovery dispute medical records privacy hipaa civil procedure

PRACTICE AREAS

civil procedure discovery health law employment discrimination

QUESTIONS PRESENTED

- Whether the court should enter the parties' stipulated protective order governing confidential discovery materials and protected health information.

KEY QUOTATIONS

“Confidential Materials shall be used by the persons receiving them only for the purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or defending the Proceeding, and not for any business or other purpose whatsoever.” (at 8)

FACTUAL BACKGROUND

The parties anticipated exchanging documents, testimony, and information in discovery that could be subject to confidentiality protections and privacy rights. The proposed order specifically addressed protected health information concerning Plaintiff and authorized covered entities to disclose that information to attorneys in the action for use only in the proceeding and related appeals. It also established procedures for designating, challenging, using, filing, returning, or destroying confidential materials.

PROCEDURAL HISTORY

The action was pending in the United States District Court for the District of Nevada. The parties submitted a proposed stipulated protective order on January 23, 2026, and the document contains an order section directing that it be entered.

DISPOSITION

other

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172 (9th Cir. 2006)

OPINION

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Attorneys for Plaintiff Phaedra Fitzgerald 9 10 UNITED STATES DISTRICT COURT 11
DISTRICT OF NEVADA 12 PHAEDRA FITZGERALD, an individual, Case No.: 2:25-cv-01147-
MMD-EJY 13 Plaintiff, 14 [PROPOSED] V. 15 STIPULATED PROTECTIVE ORDER JXM,
INC., a Texas corporation; MAIN 16 BUILDING MAINTENANCE, INC., a Texas corporation,
17 Defendants.

18 19 20 21 IT IS HEREBY STIPULATED by and between the Parties to Phaedra Fitzgerald v.
JXM, 22 Inc. and Main Building Maintenance, Inc. (Case No. Case No.: 2:25-cv-01147-MMD-
EJY), by and 23 through their respective counsel of record, that in order to facilitate the exchange
of information 24 and documents which may be subject to confidentiality limitations on disclosure
due to federal 25 laws, state laws, and privacy rights, and in accordance with the Health Insurance

Portability and 26 Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for 27 Economic and Clinical Health Act (HITECH Act), including all applicable regulations issued by 1 the Secretary of the United States Department of Health and Human Services, including specifically 2 45 C.F.R. § 164.512(e)(1), the Parties stipulate as follows: 3 1.

Definitions. 4 In this Stipulation and Protective Order, the words set forth below shall have the following 5 meanings: 6 a. "Proceeding" means the above-entitled proceeding, Case No. 2:25-cv-7 01147-MMD-EJY 8 b. "Court" means any judge to which this Proceeding may be assigned, 9 including Court staff participating in such proceedings. 10 c. "Confidential" means any information which is in the possession of a 11 Designating Party who believes in good faith that such information is entitled to confidential 12 treatment under applicable law.

13 d. "Confidential Materials" means any Documents, Testimony or Information 14 as defined below designated as "Confidential" pursuant to the provisions of this Stipulation 15 and Protective Order. 16 e. "Designating Party" means the Party that designates Materials as 17 "Confidential." 18 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or 19 make available Materials, or any part thereof, or any information contained therein.

20 g. "Documents" means any "writing," "recording," and "duplicate" as those 21 terms are defined by the Federal Rules of Evidence, Rule 1001. 22 h. "Information" means the content of Documents or Testimony. 23 i. "Testimony" means all depositions, declarations or other testimony taken or 24 used in this Proceeding. 25 2. Scope. 26 a. The Designating Party shall have the right to designate as "Confidential" any 27 Documents, Testimony or Information that the Designating Party in good faith believes to 1 law.

2 b. The protections conferred by this Stipulation and Protective Order cover not 3 only Confidential Materials (as defined above), but also (1) any confidential information 4 copied or extracted from Confidential Materials; (2) all copies, excerpts, summaries, or 5 compilations of Confidential Materials; and (3) any testimony, conversations, or 6 presentations by Parties or their Counsel that might reveal Confidential Materials.

However, 7 the protections conferred by this Stipulation and Protective Order do not cover the following 8 information: (a) any information that is in the public domain at the time of disclosure to a 9 receiving Party or becomes part of the public domain after its disclosure to a receiving Party 10 as a result of publication not involving a violation of this Order; and (b) any information 11 known to the receiving Party prior to the disclosure or obtained by the receiving Party after 12 the disclosure from a source who obtained the information lawfully and under no obligation 13 of confidentiality to the Designating Party.

14 c. The entry of this Stipulation and Protective Order does not alter, waive, 15 modify, or abridge any right, privilege, or protection otherwise available to any Party with 16 respect to the

discovery of matters, including but not limited to any Party's right to assert 17 the attorney-client privilege, the attorney work product doctrine, or other privileges, or any 18 Party's right to contest any such assertion.

19 d. "Covered entities," as defined by 45 C.F.R. § 160.103 are authorized to 20 disclose the protected health information, as defined by 45 C.F.R. §§ 103 and 501, of 21 Plaintiff to all attorneys in this action, and such protected health information shall only be 22 used in connection with this Proceeding, including any appeals. 23 3. Designating Confidential Material.

24 Any Documents, Testimony or Information to be designated as "Confidential" must be 25 clearly so designated before the Document, Testimony or Information is Disclosed or produced. 26 The parties may agree that the case name and number are to be part of the "Confidential" 27 designation.

The "Confidential" designation should not obscure or interfere with the legibility of 1 a. For Documents (apart from transcripts of depositions or other pretrial or trial 2 proceedings), the Designating Party must affix the legend "Confidential" on each page of 3 any Document containing such designated Confidential Material. 4 b. For Testimony given in depositions the Designating Party may either: 5 i. identify on the record, before the close of the deposition, all 6 "Confidential" Testimony, by specifying all portions of the Testimony that qualify 7 as "Confidential;" or 8 ii. designate the entirety of the Testimony at the deposition as 9 "Confidential" (before the deposition is concluded) with the right to identify more 10 specific portions of the Testimony as to which protection is sought within 30 days 11 following receipt of the deposition transcript.

In circumstances where portions of the 12 deposition Testimony are designated for protection, the transcript pages containing 13 "Confidential" Information may be separately bound by the court reporter, who must 14 affix to the top of each page the legend "Confidential," as instructed by the 15 Designating Party. 16 c. For Testimony given in other pretrial or trial proceedings, the Designating 17 Party shall identify on the record, before the close of the hearing or other proceeding, all 18 protected testimony.

19 d. For Information produced in some form other than Documents, and for any 20 other tangible items, including, without limitation, compact discs or DVDs, the Designating 21 Party must affix in a prominent place on the exterior of the container or containers in which 22 the Information or item is stored the legend "Confidential." If only portions of the 23 Information or item warrant protection, the Designating Party, to the extent practicable, 24 shall identify the "Confidential" portions.

25 4. Designation of Documents Produced by Third Parties. 26 a. Designation by Third-Party. Any Information that may be produced by a 27 non-Party witness in discovery in the Proceeding

pursuant to subpoena or otherwise may be 1 Protective Order, and any such designation by a non-Party shall have the same force and 2 effect, and create the same duties and obligations, as if made by one of the undersigned 3 Parties hereto.

Any such designation shall also function as consent by such producing Party 4 to the authority of the Court in the Proceeding to resolve and conclusively determine any 5 motion or other application made by any person or Party with respect to such designation, 6 or any other matter otherwise arising under this Stipulation and Protective Order. 7 b. Designation by Party.

Any Party may designate as “CONFIDENTIAL” any 8 document that is produced or disclosed without such designation by any third party within 9 thirty (30) days of production of such document (or such other time as may be agreed in 10 writing), provided that such document contains Confidential Information which was not 11 redacted. 12 i. Parties to the Proceeding may designate such documents as 13 “CONFIDENTIAL” by sending written notice of such designation, accompanied by 14 copies of the designated document bearing the “CONFIDENTIAL” stamp, to all 15 other Parties in possession or custody of such previously undesignated document.

16 Any Party receiving such notice and copy of the designated document pursuant to 17 this subparagraph shall, within ten (10) calendar days of receipt of such notice (or 18 such other time as may be agreed in writing), either (a) destroy all undesignated 19 copies of such document in their custody or possession, or (b) alternately shall affix 20 the “CONFIDENTIAL” stamp to all copies of such designated document in their 21 custody or possession.

22 ii. Upon notice of designation pursuant to this paragraph, Parties shall 23 also: (i) make no further disclosure of such designated document or information 24 contained therein except as allowed under this Order; (ii) take reasonable steps to 25 notify any persons who were provided copies of such designated document of the 26 terms of this Order; and (iii) take reasonable steps to reclaim any such designated 27 document in the possession of any person not permitted access to such information 1 under the terms of this Order.

2 5. Inadvertent Failure to Designate. 3 The inadvertent production by any of the undersigned Parties or non-Parties to the 4 Proceeding of any Document, Testimony or Information during discovery in this Proceeding 5 without a “Confidential” designation, shall be without prejudice to any claim that such item is 6 “Confidential” and such Party shall not be held to have waived any rights by such inadvertent 7 production.

In the event that any Document, Testimony or Information that is subject to a 8 “Confidential” designation is inadvertently produced without such designation, the Party that 9 inadvertently produced the document shall give written notice of such inadvertent production within 10 twenty (20) days of discovery of the inadvertent production, together with a further copy of the 11 subject

Document, Testimony or Information designated as “Confidential” (the “Inadvertent 12 Production Notice”).

Upon receipt of such Inadvertent Production Notice, the Party that received 13 the inadvertently produced Document, Testimony or Information shall promptly destroy the 14 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the 15 expense of the producing Party, return such together with all copies of such Document, Testimony 16 or Information to counsel for the producing Party and shall retain only the “Confidential” 17 designated Materials.

Should the receiving Party choose to destroy such inadvertently produced 18 Document, Testimony or Information, the receiving Party shall notify the producing Party in 19 writing of such destruction within ten (10) days of receipt of written notice of the inadvertent 20 production. This provision is not intended to apply to any inadvertent production of any Information 21 protected by attorney-client or work product privileges.

In the event that this provision conflicts 22 with any applicable law regarding waiver of confidentiality through the inadvertent production of 23 Documents, Testimony or Information, such law shall govern. 24 6. Challenging Confidentiality Designations. 25 a. Objection and Meet and Confer.

In the event that counsel for a Party 26 receiving Documents, Testimony or Information in discovery designated as “Confidential” 27 objects to such designation with respect to any or all of such items, said counsel shall advise 1 Testimony or Information to which each objection pertains, and the specific reasons and 2 support for such objections (the “Designation Objections”).

The parties respective counsel 3 shall attempt to resolve each challenge in good faith and must begin the process by meeting 4 and conferring via an in person meeting, videoconference, or teleconference within fourteen 5 (14)days of the date of service of notice.

In conferring, the Challenging Party must explain 6 the basis for its belief that the confidentiality designation was not proper and the Designating 7 Party must reconsider the circumstances, and, if no change in designation is offered, explain 8 the basis for the chosen designation.

The parties may proceed to the next stage of the 9 challenge process only if they have engaged in this meet and confer process first or establish 10 that the other party is unwilling to participate in the meet and confer process in a timely 11 manner. 12 b. Stipulation Regarding Discovery Dispute. If the Parties cannot resolve the 13 designation of Documents, Testimony or Information via meet and confer, the Parties shall 14 file a single document with the Court captioned “Stipulation Regarding Discovery Dispute” 15 that contains: (i) A brief, joint summary of the discovery dispute not to exceed one (1) page, 16 (ii) A restatement of the full text of the discovery requests, or deposition question, in dispute 17 as originally stated and the responses to the requests, (iii) A joint

summary of the meet-and- 18 confer efforts as required by Local Rule IA 1-3(f), that may not exceed two (2) pages, (iv) 19 an explanation, without boilerplate language, of the position taken by each side, not to 20 exceed two (2) pages per side, and (v) Each side must make a proposal of compromise or 21 resolution of the disputed discovery (e.g., request, interrogatory, deposition question).

The 22 proposal may not exceed two (2) pages per side. After the Stipulation Regarding Discovery 23 Dispute is filed with the Court will either set up a telephonic conference, order written 24 briefing, or enter an order deciding the dispute without conference or briefing. 25 7. Access to Confidential Materials. 26 Access to and/or Disclosure of Confidential Materials designated as "Confidential" shall be 27 permitted only to the following persons: 1 b. Plaintiff; 2 c. attorneys of record in the Proceeding and their affiliated attorneys, 3 paralegals, clerical and secretarial staff employed by such attorneys who are actively 4 involved in the Proceeding and are not employees of any Party; in-house counsel to the 5 undersigned Parties and the paralegal, clerical and secretarial staff employed by such 6 counsel.

Provided, however, that each non-lawyer given access to Confidential Materials 7 shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the 8 terms of this Stipulation and Protective Order and that they may not be Disclosed other than 9 pursuant to its terms; 10 d. those officers, directors, partners, members, employees and agents of all 11 Parties that counsel for such Parties deems necessary to aid counsel in the prosecution and 12 defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential 13 Materials to any such officer, director, partner, member, employee or agent, counsel for the 14 Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to 15 such person, shall explain that such person is bound to follow the terms of such Order, and 16 shall secure the signature of such person on a statement in the form attached hereto as 17 Exhibit A; 18 e. court reporters in this Proceeding (whether at depositions, hearings, or any 19 other proceeding); 20 f. any deposition, trial or hearing witness in the Proceeding who previously has 21 had access to the Confidential Materials, or who is currently or was previously an officer, 22 director, partner, member, employee or agent of an entity that has had access to the 23 Confidential Materials; 24 g. any deposition or non-trial hearing witness in the Proceeding who previously 25 did not have access to the Confidential Materials; provided, however, that each such witness 26 given access to Confidential Materials shall be advised that such Materials are being 27 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order 1 h. outside experts or expert consultants consulted by the undersigned Parties or 2 their counsel in connection with the Proceeding, whether or not retained to testify at any 3 oral hearing; provided, however, that prior to the Disclosure of Confidential Materials to 4 any such expert or expert consultant, counsel for the Party making the Disclosure shall 5 deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms 6 to such person, and shall secure the signature of such person

on a statement in the form 7 attached hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any 8 breach or threatened breach of this Stipulation and Protective Order by any such expert or 9 expert consultant, to promptly notify counsel for the Designating Party of such breach or 10 threatened breach; and 11 i. any other person that the Designating Party agrees to in writing.

12 8. Ability to Modify or Seek Relief From This Stipulation and Protective Order. 13 a. Any Party to the Proceeding (or other person subject to the terms of this 14 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other 15 Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation 16 and Protective Order.

17 b. Entering into, agreeing to, and/or complying with the terms of this 18 Stipulation and Protective Order shall not: 19 i. operate as an admission by any person that any particular Document, 20 Testimony or Information marked “Confidential” contains or reflects trade secrets, 21 proprietary, confidential or competitively sensitive business, commercial, financial 22 or personal information; or 23 ii. prejudice in any way the right of any Party (or any other person 24 subject to the terms of this Stipulation and Protective Order): 25 1. to seek a determination by the Court of whether any particular 26 Confidential Material should be subject to protection as “Confidential” under 27 the terms of this Stipulation and Protective Order; or 1 Parties to the Proceeding from any provision(s) of this Stipulation and 2 Protective Order, either generally or as to any particular Document, Material 3 or Information.

4 9. Use of Confidential Materials 5 a. Confidential Materials shall be used by the persons receiving them only for 6 the purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting 7 and/or defending the Proceeding, and not for any business or other purpose whatsoever. 8 b. Filing Confidential Material.

The Parties agree to discuss filing Confidential 9 Material in good faith in advance of each instance so that they can jointly request that the 10 Court permit the filing under seal or with redactions, as appropriate. Without written 11 permission from the Designating Party or a court order secured after appropriate notice to 12 all interested persons, a Party may not file in the public record in this action any Confidential 13 Materials.

A Party that seeks to file a pleading or paper containing Confidential Materials 14 must comply with Local Rule IA 10-5 and file a contemporaneous motion for leave to file 15 documents under seal addressing the substantive standards set forth in *Kamakana v. City & 16 Cnty. Of Honolulu*, 447 F.3d 1172 (9th Cir. 2006).

The motion to seal must: (1) specifically 17 identify each document or portion thereof containing “Confidential information” that the 18 party seeks to file under seal; (2) demonstrate good cause (for non-dispositive papers or 19 pleadings filed with the Court) or compelling reasons (for

dispositive papers and pleadings 20 filed with the Court) why the Confidential information should be protected; and (3) explain 21 why redaction or other alternatives to sealing are not sufficient.

Any response to a motion 22 to seal must be filed within fourteen (14) days with the Court. If no timely response is filed, 23 the Court may grant the motion as unopposed. All papers or pleadings seeking leave of court 24 to file which contain "Confidential" information shall be provisionally filed under seal and 25 will remain sealed until the Court either denies the motion to seal or enters an order 26 unsealing them.

Any party who files a paper or pleading with the Court under seal must 27 serve an unredacted version on opposing counsel via a secure file transfer method and paper 1 a motion to seal, the filing party must either: (a) withdraw the sealed document, or (b) file 2 an unsealed version of the document with only those redactions permitted by the Court's 3 order.

4 c. Use of Confidential Materials at Trial. The Parties shall meet and confer 5 regarding the procedures for use of Confidential Materials at trial and may move the Court 6 for entry of an appropriate order. 7 d. Nothing in this Stipulation and Protective Order shall affect the admissibility 8 into evidence of Confidential Materials, or abridge the rights of any person to seek judicial 9 review or to pursue other appropriate judicial action with respect to any ruling made by the 10 Court concerning the issue of the status of Confidential Material.

11 10. Duration. 12 a. This Stipulation and Protective Order shall continue to be binding after the 13 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, 14 except that a Party may seek the written permission of the Designating Party or may move 15 the Court for relief from the provisions of this Stipulation and Protective Order.

To the 16 extent permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider 17 this Stipulation and Protective Order, even after the Proceeding is terminated. 18 b. Upon written request made within thirty (30) days after the settlement or 19 other termination of the Proceeding, the undersigned Parties shall have thirty (30) days to 20 either (a) promptly return to counsel for each Designating Party all Confidential Materials 21 and all copies thereof except that counsel for each Party may maintain all contents of its 22 files in accordance with the Nevada Rules of Professional Conduct or other applicable 23 record-keeping requirements, in continuing compliance with the terms of this Stipulation 24 and Protective Order, all work product, and pleadings filed with the Court, deposition 25 transcripts and/or recordings together with the exhibits marked at the deposition, trial and 26 hearing transcripts, and expert reports and work product), (b) agree with counsel for the 27 Designating Party upon appropriate methods and certification of destruction or other 1 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a Court order 2 regarding proper preservation of such Materials.

To the extent permitted by law the Court 3 shall retain continuing jurisdiction to review and rule upon the motion referred to in sub- 4 paragraph (c) herein. 5 c. Whether the Confidential Material is returned or destroyed, the receiving 6 Party must submit a written certification to the producing Party (and, if not the same person 7 or entity, to the Designating Party) by the thirty (30) day deadline confirming that all the 8 Confidential Material was returned or destroyed and affirming that the receiving Party has 9 not retained any copies, abstracts, compilations, summaries or any other format reproducing 10 or capturing any of the Confidential Material, subject to the terms of this Stipulation and 11 Protective Order.

Notwithstanding this provision, counsel for each Party may maintain all 12 contents of its files in accordance with the Nevada Rules of Professional Conduct or other 13 applicable record-keeping requirements. A Party's failure to comply with this provision of 14 this Stipulation and Protective Order shall be deemed immaterial and shall not be considered 15 a breach of this agreement.

If a Party fails to comply with this paragraph, the other party 16 may request assurances in accordance with the terms of this paragraph, which shall be 17 provided as soon as practicable in its files, in continuing compliance with the terms of this 18 Stipulation and Protective Order, all work product, and correspondence, pleadings filed with 19 the Court, deposition transcripts and/or recordings together with the exhibits marked at the 20 deposition, trial and hearing transcripts, and expert reports and work product.

21 11. Miscellaneous. 22 a. If, after execution of this Stipulation and Protective Order, any Confidential 23 Materials submitted by a Designating Party under the terms of this Stipulation and 24 Protective Order is Disclosed by a non-Designating Party to any person other than in the 25 manner authorized by this Stipulation and Protective Order, the non-Designating Party 26 responsible for the Disclosure shall bring all pertinent facts relating to the Disclosure of 27 such Confidential Materials to the immediate attention of the Designating Party.

1 Protective Order as of the time it is presented to the Court for signature may thereafter 2 become a Party to this Stipulation and Protective Order by its counsel's signing and dating 3 a copy thereof and filing the same with the Court, and serving copies of such signed and 4 dated copy upon the other Parties to this Stipulation and Protective Order. 5 c. Nothing in this Stipulation and Protective Order shall be construed to 6 preclude either Party from asserting in good faith that certain Confidential Materials require 7 additional protection.

The Parties shall meet and confer to agree upon the terms of such 8 additional protection. 9 d. This Stipulation and Protective Order is entered into without prejudice to the 10 right of any Party to knowingly waive the applicability of this Stipulation and Protective 11 Order to any Confidential Materials designated by that Party. If the Designating Party uses 12 Confidential Materials in a non-Confidential manner, then the Designating Party shall 13 advise that the designation no longer applies.

14 e. After this Stipulation and Protective Order has been signed by counsel for 15 all Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the 16 terms set forth herein with regard to any Confidential Materials that have been produced 17 before the Court signs this Stipulation and Protective Order. 18 f. The Parties and all signatories to the Certification attached hereto as Exhibit 19 A agree to be bound by this Stipulation and Protective Order pending its approval and entry 20 by the Court.

In the event that the Court modifies this Stipulation and Protective Order, or 21 in the event that the Court enters a different Protective Order, the Parties agree to be bound 22 by this Stipulation and Protective Order until such time as the Court may enter such a 23 different Order. It is the Parties' intent to be bound by the terms of this Stipulation and 24 Protective Order pending its entry so as to allow for immediate production of Confidential 25 Materials under the terms herein.

26 g. This Stipulation and Protective Order may be executed in counterparts. 27 1 IT IS SO STIPULATED. 2 Dated: January 23, 2026 Dated: January 23, 2026 3 GREENBERG GROSS LLP O'HAGAN MEYER PLLC 4 5 /s/ Marian L. Massey /s/ Coco Padilla 6 JEMMA DUNN JEFF WINCHESTER 7 Nevada Bar No. 16229 Nevada Bar No. 10279 MATTHEW T. HALE JORGE "COCO" PADILLA 8 Nevada Bar No. 16880 Nevada Bar No. 16295 MARIAN L. MASSEY 300 S. 4th Street, Suite 1250 9 Nevada Bar No. 14579 Las Vegas, Nevada 89101 1980 Festival Plaza Drive, Suite 730 10 Las Vegas, Nevada 89135 Attorneys for Defendants 11 Attorneys for Plaintiff

12 13 14 ORDER 15 IT IS SO ORDERED: 16 17
UNITED STATES MAGISTRATE
JUDGE 18 19 DATED: January 23, 2026 20 21 22 23 24 25 26 27 1 EXHIBIT A 2
CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS 3 I hereby acknowledge
that I, _____[NAME], 4
_____[POSITION AND EMPLOYER], am about to 5
receive Confidential Materials supplied in connection with the Proceeding, Phaedra Fitzgerald v. 6
JXM, Inc. and Main Building Maintenance, Inc. (Case No. 2:25-cv-01147-MMD-EJY).

I certify 7 that I understand that the Confidential Materials are provided to me subject to the terms and 8 restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a 9 copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms. 10 I understand that Confidential Material, as defined in the Stipulation and Protective Order, 11 including any notes or other records that may be made regarding any such materials, shall not be 12 Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order.

I will 13 not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials 14 obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the 15 Court in the Proceeding. 16 I further understand that I am to retain all copies of

all Confidential Materials provided to 17 me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my 18 personal custody until termination of my participation in this Proceeding, whereupon the copies of 19 such Materials will be returned to counsel who provided me with such Materials.

20 I declare under penalty of perjury, under the laws of the United States, that the foregoing is 21 true and correct. 22 DATED: _____ BY: Signature 23 Title

24 Address

25 City, State, Zip

26 Telephone _____ 27
