

1 Jarrod L. Rickard, Bar No. 10203
jlr@skrlawyers.com
2 Katie L. Cannata, Bar No. 14848
klc@skrlawyers.com
3 SEMENZA KIRCHER RICKARD
10161 Park Run Drive, Suite 150
4 Las Vegas, Nevada 89145
Telephone: (702) 835-6803
5 Facsimile: (702) 920-8669

6 David R. Zaro (admitted *pro hac vice*)
dzaro@allenmatkins.com
7 Joshua A. del Castillo (admitted *pro hac vice*)
jdelcastillo@allenmatkins.com
8 Matthew D. Pham (admitted *pro hac vice*)
mpham@allenmatkins.com
9 ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
10 865 South Figueroa Street, Suite 2800
Los Angeles, California 90017-2543
11 Telephone: (213) 622-5555
Facsimile: (213) 620-8816

12 *Attorneys for Receiver Geoff Winkler*

13
14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA
16

17 SECURITIES AND EXCHANGE
18 COMMISSION,

19 Plaintiff,

20 vs.

21 MATTHEW WADE BEASLEY, *et al.*,

22 Defendants,

23 THE JUDD IRREVOCABLE TRUST, *et al.*,

24 Relief Defendants.

Case No. 2:22-cv-00612-CDS-EJY

**[PROPOSED] STIPULATED PROTECTIVE
ORDER (REGARDING PRODUCTION OF
DOCUMENTS, INFORMATION, AND
THINGS BY WELLS FARGO BANK, N.A.)**

25
26 ///

27 ///

28 ///

1 **I. REQUEST FOR STIPULATED PROTECTIVE ORDER**

2 **A. Purposes and Limitations.**

3 Discovery activity in this action is likely to involve the disclosure or production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than in connection with this action (or any related or
6 ancillary proceedings) may be warranted. Accordingly, Geoff Winkler (the "Receiver"), the
7 Court-appointed receiver, on the one hand, and Wells Fargo Bank, N.A. ("Wells Fargo"), a
8 nonparty in this action, on the other hand, hereby stipulate to and petition the Court to enter the
9 following stipulated protective order (the "Order").

10 **B. Acknowledgement of Procedure for Filing Under Seal.**

11 The Receiver and Wells Fargo acknowledge, as set forth in Section X.C, below, that this
12 Order does not entitle them to file protected material under seal; LR IA 10-5 and the directives in
13 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), set forth the procedures
14 that must be followed and the standards that will be applied when a party seeks permission from
15 the Court to file protected material under seal.

16 **II. DEFINITIONS**

17 1. "Action": The civil action captioned as *SEC v. Beasley, et al.* and bearing Case
18 No. 2:22-cv-00612-CDS-EJY, pending before this Court.

19 2. "Challenging Party": A Receiving Party that challenges a Designating Party's
20 designation of Discovery Material as Protected Material under this Order.

21 3. "CONFIDENTIAL" (with respect to Discovery Material): Material qualifying for
22 protection under Rule 26(c) of the Federal Rules of Civil Procedure or material that contains or
23 reflects confidential, non-public, proprietary, commercially sensitive, and/or private information
24 of an individual or entity.

25 4. "Counsel" (without qualifier): House Counsel or Outside Counsel.

26 5. "Designating Party": A Producing Party that designates Discovery Material as
27 Protected Material.

28 ///

1 6. "Discovery Material": Information or items, regardless of the medium or manner
2 in which they are generated, stored, or maintained (including, among other things, testimony,
3 transcripts, and tangible things), that are disclosed or produced by a Producing Party in response to
4 discovery in this Action.

5 7. "Expert": A person with specialized knowledge or experience in a matter pertinent
6 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or
7 consultant in this Action (or any related or ancillary proceedings).

8 8. "House Counsel": Any attorney who is an employee of a Party. House Counsel
9 does not include Outside Counsel or any other outside counsel of a Party.

10 9. "Outside Counsel": Any attorney who is not an employee of a Party but is retained
11 to represent or advise that Party and has appeared in this Action (or any related or ancillary
12 proceedings) on behalf of that Party or is affiliated with a law firm which has appeared on behalf
13 of that Party.

14 10. "Party": A Producing Party or Receiving Party.

15 11. "Producing Party": Wells Fargo.

16 12. "Professional Vendor": Any person or entity that provides litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
18 organizing, storing, or retrieving data in any form or medium) to a Party, including such person or
19 entity's employees and subcontractors.

20 13. "Protected Material": Any Discovery Material that has been designated as
21 "CONFIDENTIAL" under this Order. Wells Fargo may bulk designate documents as Protected
22 Material.

23 14. "Receiving Party": The Receiver.

24 **III. SCOPE**

25 The protections conferred by this Order cover not only Protected Material, but also (a) any
26 information copied or extracted from Protected Material; (b) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (c) any testimony, conversations, or presentations by the
28 Parties or their counsel that might reveal Protected Material. However, the protections conferred

1 by this Order **do not** cover the following information: (y) any information that is in the public
2 domain at the time of disclosure to the Receiving Party or becomes part of the public domain after
3 its disclosure to the Receiving Party as a result of publication not involving a violation of this
4 Order, including becoming part of the public record through trial or otherwise; and (z) any
5 information known to the Receiving Party prior to the disclosure, or obtained by the Receiving
6 Party after the disclosure, from a source who obtained the information lawfully and under no
7 obligation of confidentiality to the Designating Party. Notwithstanding the foregoing, any
8 materials produced by the Producing Party to the plaintiff Securities and Exchange Commission,
9 and subsequently shared with or obtained by the Receiving Party, shall be deemed to be Protected
10 Material.

11 Nothing in this Order shall be construed as preventing or restricting a Producing Party's
12 ability to disclose or use its Discovery Material for any purpose or precluding a Producing Party
13 from showing its Discovery Material to the person who prepared such material.

14 **IV. DURATION**

15 Even after the final discharge of the Receiver as the receiver or the termination of this
16 Action, the confidentiality obligations imposed on the Receiving Party by this Order for the benefit
17 of a Designating Party shall remain in effect unless otherwise waived in writing by the Designating
18 Party, or ordered by the Court.

19 **V. DESIGNATING PROTECTED MATERIAL**

20 **A. Manner and Timing of Designations.**

21 Except as otherwise provided in this Order (see, e.g., the last paragraph of this subsection),
22 stipulated in writing by the Parties, or ordered by the Court, any Discovery Material that qualifies
23 for protection under this Order must be clearly so designated by the Designating Party before the
24 material is disclosed or produced.

25 Designation in conformity with this Order requires the following:

26 1. For information in documentary form (e.g., paper or electronic documents), that the
27 Designating Party affix the legend "CONFIDENTIAL" to each page of a document designated for
28 protection.

1 **B. Failure to Designate.**

2 The failure by a Producing Party to designate Discovery Material with the correct
3 confidentiality designation, shall not waive any such designation. If the Producing Party notifies all
4 Receiving Parties of a failure to designate materials as "CONFIDENTIAL," the Producing Party
5 shall reproduce the Protected Material with the correct confidentiality designation within ten (10)
6 days upon its notification to the Receiving Party. Upon receiving the Protected Material with the
7 correct confidentiality designation, the Receiving Parties shall destroy all Discovery Material that
8 was not designated properly.

9 Once a Receiving Party has received notice of the failure to designate pursuant to this
10 provision, the Receiving Party shall treat such Discovery Material as Protected Material.

11 **VI. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 **A. Basic Principles.**

13 The Receiving Party may use Protected Material that is disclosed or produced by a
14 Producing Party in connection with this Action (or any related or ancillary proceedings) only for
15 prosecuting, defending, or attempting to settle the litigation therein, or otherwise in the
16 performance of the Receiver's duties as the receiver, including, without limitations, in connection
17 with the development and execution of a claims allowance process and the investigation and
18 prosecution of disgorgement actions or other litigation against third parties to recover receivership
19 assets. Such Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order.

21 Protected Material must be stored and maintained by the Receiving Party at a secure
22 location or in a secure database that ensures that access is limited to the persons authorized under
23 this Order.

24 **B. Personally Identifying Information.**

25 Wells Fargo will be producing records that contain Personally Identifying Information of its
26 customers, which may include name, mailing address, telephone numbers, email addresses or other
27 personally identifiable information that can be used on its own or with other information to identify,
28 contact or locate an individual ("PII"). Redacting certain PII may be unduly burdensome, and such

1 PII is otherwise important to the resolution of this matter. Accordingly, Wells Fargo may elect not
2 to redact PII in all documents produced. The Parties agree that any PII contained in documents
3 produced shall be treated as CONFIDENTIAL, pursuant to the terms of this Order.

4 **C. Secure Storage.**

5 Protected Material must be stored and maintained by a Receiving Party at a secure location
6 or in a secure database that ensures that access is limited to the persons authorized under this Order.

7 **D. Disclosure of Protected Material.**

8 Unless otherwise waived in writing by the Designated Party or ordered by the Court, the
9 Receiving Party may disclose Discovery Material designated as Protected Material only to the
10 following persons or entities:

11 1. The Receiving Party itself, along with its officers, directors, and employees
12 (including House Counsel) to whom disclosure is reasonably necessary for them to direct or assist
13 the Receiving Party or Outside Counsel in connection with this Action (or any related or ancillary
14 proceedings);

15 2. Any Outside Counsel for the Receiving Party, along with their paralegals and
16 support staff;

17 3. Any Experts retained by the Receiving Party or Outside Counsel to whom
18 disclosure is reasonably necessary for them to serve as an expert witness or as a consultant in this
19 Action (or any related or ancillary proceedings), provided that such Expert has executed the
20 *Acknowledgement and Agreement to Be Bound* that is attached hereto as **Exhibit A**;

21 4. The Court and its personnel, provided that any Protected Material that is filed with
22 the Court must be filed pursuant to the sealing procedures described in Section XI.C, below

23 5. Any court reporters, stenographers, and videographers retained to record testimony
24 taken in this Action (or any related or ancillary proceedings);

25 6. Any deposition or trial witnesses, along with counsel for such witnesses, in this
26 Action (or any related or ancillary proceedings), provided that (a) the deposing Party has requested
27 that the witness execute the *Acknowledgement and Agreement to Be Bound* (**Exhibit A**), (b) the
28 witness will not be permitted to retain any Protected Material unless they have executed the

1 *Acknowledgement and Agreement to Be Bound*, and (c) any pages of the transcribed deposition
2 testimony or the exhibits to the deposition that reveal Protected Material must be separately bound
3 by the court reporter and may not be disclosed to any person or entity except as permitted under
4 this Order;

5 7. Any Professional Vendors to whom disclosure is reasonably necessary for them to
6 render support services to a Party for this Action (or any related or ancillary proceedings);

7 8. Any mediator who is assigned to hear a dispute in connection with this Action (or
8 any related or ancillary proceedings), as well as their staff, provided that the mediator agrees to
9 maintain confidentiality to the same degree as required by this Order; and

10 9. The author or recipient of a document containing the Protected Material or other
11 person who otherwise possessed or knew of the Protected Material.

12 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
13 **OTHER LITIGATION**

14 If the Receiving Party is served with a subpoena or a court order issued in other litigation
15 (including any proceeding related or ancillary to this Action) that compels disclosure of any
16 Protected Material, the Receiving Party must promptly do the following:

17 1. Notify the Designating Party in writing of the Receiving Party's receipt of the
18 subpoena or court order, with such notification to include a copy of such subpoena or court order;

19 2. Notify the party who caused the subpoena or court order to issue in the other
20 litigation in writing that some or all of the material covered by the subpoena or court order is
21 subject to this Order, with such notification to include a copy of this Order; and

22 3. Cooperate with respect to all reasonable procedures sought to be pursued by the
23 Designating Party whose Protected Material may be affected.

24 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If the Receiving Party learns that it has disclosed Protected Material to a person or under a
26 circumstance not authorized under this Order, the Receiving Party must promptly do the
27 following:

28 1. Notify the Designating Party in writing of the unauthorized disclosure;

1 2. Use its best efforts to retrieve all unauthorized copies of the disclosed Protected
2 Material;

3 3. Inform the person to whom the unauthorized disclosure was made of the terms of
4 this Order; and

5 4. Request that such person execute the *Acknowledgment and Agreement to Be Bound*
6 **(Exhibit A)**.

7 Unauthorized or inadvertent disclosure does not change the status of Discovery Material or
8 waive the right to hold the disclosed document or information as Protected Material.

9 **IX. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

10 The production of documents (including both paper documents and electronically stored
11 information) subject to protection by the attorney-client privilege, the bank examination
12 privilege, or otherwise subject to protection under the work-product, joint defense or other
13 similar doctrine, or by another legal privilege protecting information from discovery, shall not
14 constitute a waiver of any privilege or other protection, provided that the Producing Party
15 notifies the Receiving Party, in writing, of the production after its discovery of the same.

16 If the Producing Party notifies the Receiving Party after discovery that privileged
17 materials (hereinafter referred to as the "Identified Materials") have been produced, the
18 Identified Materials and all copies of those materials shall be returned to the Producing Party or
19 destroyed or deleted, on request of the Producing Party. If the Receiving Party has any notes or
20 other work product reflecting the contents of the Identified Materials, the Receiving Party will
21 not review or use those materials unless a court later designates the Identified Materials as not
22 privileged or protected.

23 The Identified Materials shall be deleted from any systems used to house the documents,
24 including document review databases, e-rooms and any other location that stores the documents.
25 The Receiving Party may make no use of the Identified Materials during any aspect of this
26 matter or any other matter, including in depositions or at trial, unless the documents are later
27 designated by a court as not privileged or protected.

28 The contents of the Identified Materials shall not be disclosed to anyone who was not

1 already aware of the contents of them before the notice was made.

2 If any Receiving Party is in receipt of a document from a Producing Party which the
3 Receiving Party has reason to believe is privileged, the Receiving Party shall in good faith take
4 reasonable steps to promptly notify the Producing Party of the production of that document so
5 that the Producing Party may make a determination of whether it wishes to have the documents
6 returned or destroyed pursuant to this Stipulated Protective Order.

7 The Party returning the Identified Materials may move the Court for an order
8 compelling production of some or all of the material returned or destroyed, but the basis for
9 such a motion may not be the fact or circumstances of the production.

10 The parties agree that this Order is an Order entered under Rule 502(d) of the Federal
11 Rules of Evidence and thus the disclosure of Identified Materials is not a waiver of the privilege
12 in any other federal or state proceeding.

13 This stipulated agreement set forth in Section IX does not constitute a concession by any
14 Party that any documents are subject to protection by the attorney-client privilege, the work
15 product doctrine or any other potentially applicable privilege or doctrine. This agreement also
16 is not intended to waive or limit in any way either Party's right to contest any privilege claims
17 that may be asserted with respect to any of the documents produced except to the extent stated
18 in the agreement.

19 **X. MISCELLANEOUS**

20 **A. Right to Further Relief.**

21 Nothing in this Order abridges the right of any person to seek the modification of this
22 Order by the Court in the future.

23 **B. Right to Assert Other Objections.**

24 By stipulating to the entry of this Order, no Party waives any right it otherwise would have
25 to object to disclosing or producing any material on any ground not addressed in this Order.
26 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
27 material covered by this Order.

28 ///

1 **C. Filing Protected Material.**

2 Unless otherwise waived in writing by the Designating Party or ordered by the Court, the
3 Receiving Party may not file in the public record in this Action (or any related or ancillary
4 proceeding) any Protected Material. To the extent that the Receiving Party seeks to file any
5 Protected Material under seal, the Receiving Party must comply with LR IA 10-5. Protected
6 Material may only be and remain filed under seal pursuant to an order of this Court authorizing the
7 sealing of the specific Protected Material at issue. A sealing order will issue only upon a request
8 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
9 otherwise entitled to protection under the law. If the request to file Protected Material under seal
10 is denied by the Court, then the Receiving Party may file the information in the public record,
11 unless otherwise instructed by the Court.

12 Notwithstanding the foregoing, the Receiving Party may file in the public record in this
13 Action (or any related or ancillary proceeding) any Discovery Material containing Protected
14 Material provided that such Protected Material has been sufficiently redacted. By way of
15 example, and for the avoidance of doubt, in connection with any litigation pursued by the
16 Receiving Party against a third party (i.e., a claimant), any litigation by a claimant against the
17 Receiving Party, or any disgorgement actions pursued by the Receiving Party, for the benefit of
18 the receivership estate, against a third party (e.g., a transferee of an avoidable transfer), the
19 Receiving Party may publicly file Discovery Material containing Protected Material, including but
20 not limited to transactional details for any transfers to or from the third party (e.g., the identities of
21 the transferor and transferee and the date and amount of the transfer), provided that any account
22 numbers (except for the last four digits) and any other personal identifying information contained
23 in the document (e.g., the address or contact information of the third party) have been redacted.

24 **XI. FINAL DISPOSITION**

25 Within 60 days after the final discharge of the Receiver as the receiver or the termination
26 of the Action, whichever is earlier, the Receiving Party must, upon request of a Designating
27 Party, return all Protected Material to the Designating Party or destroy all such Protected
28 Material, at the option of the Designating Party. As used in this section, "all Protected Material"

1 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
2 capturing any of the Protected Material. Notwithstanding the foregoing, Counsel for the
3 Receiving Party is entitled to retain an archival copy of all pleadings, motion papers, trial,
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial
5 exhibits, expert reports, attorney work product, and consultant and expert work product, even if
6 such materials refer to, contain, or constitute Protected Material; provided, however, that any
7 such archival copies that refer to, contain, or constitute Protected Material remain subject to this
8 Order as set forth in Section IV herein.

9
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 Dated: January 13, 2023

SEMENZA KIRCHER RICKARD



Jarrod L. Rickard, Bar No. 10203
Katie L. Cannata, Bar No. 14848
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
David R. Zaro (admitted *pro hac vice*)
Joshua A. del Castillo (admitted *pro hac vice*)
Matthew D. Pham (admitted *pro hac vice*)
865 South Figueroa Street, Suite 2800
Los Angeles, California 90017-2543

Attorneys for Receiver Geoff Winkler

13
14
15
16
17
18
19
20
21
22 Dated: January 13, 2023

HOLLAND & HART LLP



Joseph G. Went, Bar No. 9220
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

McGUIREWOODS LLP
Molly M. White (admitted *pro hac vice*)
1800 Century Park East, 8th Floor
Los Angeles, California 90067

Attorneys for Wells Fargo Bank, N.A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

DATED: _____

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the *Stipulated Protective Order*
(*Regarding Production of Documents, Information, and Things by Wells Fargo Bank, N.A.*) (the
"Order") that was issued by the United States District Court for the District of Nevada on
_____ <DATE> in the case of *SEC v. Beasley, et al.* (Case No. 2:22-cv-00612-CDS-
EJY). I agree to comply with and to be bound by all the terms of this Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Order to any person or entity except in strict compliance with the provisions
of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
District of Nevada for the purpose of enforcing the terms of this Order, even if such enforcement
proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address
and telephone number] as my Nevada agent for service of process in connection with this action
or any proceedings related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____