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STARBUCKS CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ANDRONIKI GATES, individually
and on behalf of other persons
similarly situated,

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

Case No. CV 09-2702 JSW EDL

**[PROPOSED] STIPULATED
PROTECTIVE ORDER FOR
PROTECTION OF
CONFIDENTIAL MATERIAL**

Date Action Filed: May 18, 2009

Date Removed: June 17, 2009

1 Plaintiff Androniki Gates, and defendant Starbucks Corporation, by and through
2 their respective counsel, hereby enter into the following Stipulation for Protection of
3 Confidential Information. The parties mutually request that the Court approve this
4 Stipulation and agree that, upon entry of an order approving this Stipulation, this
5 Stipulation and Order shall govern the handling of documents, testimony and any other
6 information produced or disclosed in this action by any party or third party prior to trial
7 (“Discovery Material”). As used herein, the term “Designating Party” shall mean a
8 party or non-party that designates Discovery Material as Confidential Information, and
9 the term “Receiving Party” shall include all parties to whom the production or
10 disclosure of any Confidential Information is made. The term “Litigation” shall mean
11 the above-entitled putative class action filed by Gates, notwithstanding any changes to
12 the named representatives.

13 1. Any Designating Party may designate as Confidential Information any
14 Discovery Material that it believes in good faith to contain confidential, proprietary,
15 commercially sensitive, or personal private information protected by constitutional,
16 statutory and/or common-law rights of privacy and/or confidentiality. A Designating
17 Party may designate as Confidential Information material that is produced informally or
18 in response to formal discovery in the course of the Litigation.

19 2. The designation of Discovery Material as Confidential Information shall be
20 made in the following manner:

21 a) in the case of documents other than deposition testimony: by stamping or
22 labeling “Confidential” each page containing any Confidential Information; or

23 b) in the case of deposition testimony: (i) by a statement on the record, by
24 counsel for the Designating Party, at any time during the deposition, that any particular
25 deposition testimony shall be treated as Confidential Information. In that event, the
26 reporter shall separately transcribe any such portion of the testimony; or (ii) by written
27 notice, sent by counsel to all parties within twenty-one (21) business days after
28 receiving a copy of the deposition transcript, that any particular deposition testimony

1 shall be treated as Confidential Information. With respect to any depositions that take
2 place before approval of this Stipulation by the Court, such designation shall be made
3 no later than thirty (30) days after entry of the Order approving this Stipulation.

4 3. A party may challenge a designation of Discovery Material as Confidential
5 Information by notifying the Designating Party in writing. After making a good faith
6 effort to resolve any such challenge, either party may move, on reasonable notice, for an
7 order vacating or upholding the designation. Discovery Material designated as
8 Confidential Information shall be treated in accordance with that designation while any
9 such application is pending. The provisions of this paragraph are not intended to shift
10 the Designating Party's burden of establishing confidentiality.

11 4. A Designating Party that produces Confidential Information but
12 inadvertently fails to mark an item "Confidential" may correct its failure upon discovery
13 of the error. Such correction and notice thereof shall be made in writing, and the
14 Designating Party shall promptly substitute copies of each item appropriately marked.
15 After the Receiving Party receives such notice, the Receiving Party shall thereafter treat
16 the Confidential Information in accordance with the corrected designation, but no
17 Receiving Party shall be held responsible for any disclosures that may have been made
18 prior to said corrective notice. Within thirty (30) days after receipt of the corrected or
19 substitute copies, unless the Designating Party agrees otherwise, the Receiving Party
20 shall return the previously unmarked items and all copies thereof or destroy the same
21 and certify the destruction to counsel for the Designating Party.

22 5. A party may designate Discovery Material produced by any other party,
23 non-party and/or expert witness as Confidential Information by providing written notice
24 to the producing party and each Receiving Party. Upon receipt of the foregoing notice,
25 all parties shall thereafter treat the Confidential Information in accordance with that
26 designation.

27 6. A Receiving Party shall use Confidential Information solely for purposes of
28 this Litigation and for no other purpose whatsoever. It shall be the duty of each party

1 and each individual bound by this Stipulation and Order to take reasonable steps to
2 ensure that Confidential Information is not made public or disclosed except as set forth
3 herein.

4 7. Discovery Material designated as "Confidential" may be disclosed,
5 summarized or otherwise communicated in whole or in part only to the following
6 persons:

- 7 a) the Court and those employed by the Court;
- 8 b) the parties' attorneys in this Litigation, including associate attorneys within
9 the parties' respective law firms or law departments, paralegals, secretaries or other
10 support personnel (including copy, data entry or computer services personnel);
- 11 c) independent consultants, experts or translators, including their support
12 personnel, who have been retained by a party or counsel for purposes of assisting in the
13 Litigation or to serve as an expert witness in this case, provided that such persons have
14 complied with the provisions of paragraph 8 below;
- 15 d) any currently named party including the party's respective officers,
16 directors and employees;
- 17 e) any person who, by virtue of his or her employment with Defendant, would
18 reasonably be expected to have been provided the Confidential Information by
19 Defendant or to have been given access to the Confidential Information by Defendant;
- 20 f) any person with respect to his or her own personnel file material and time
21 records only;
- 22 g) deposition witnesses, (other than anyone covered by paragraph 7(d)-(f)
23 above) provided that such persons have complied with the provisions of paragraph 8
24 below;
- 25 h) court reporters and employees of court reporters engaged by counsel to
26 record, transcribe, or videotape testimony in this Litigation;
- 27 i) such other persons as the parties may agree or may be ordered by the
28 Court.

1 8. Discovery Material designated as “Confidential” may be provided to
2 persons listed in paragraph 7(c) and (g) above provided that such person confirms his or
3 her understanding and agreement to abide by the terms of this Stipulation and Order by
4 signing an Agreement to Be Bound by Protective Order in the form attached hereto as
5 Exhibit A. The signed Agreement to Be Bound by Protective Order shall be maintained
6 by counsel for the receiving party who seeks to disclose such Confidential Information
7 and a copy shall be provided to the Designating Party upon agreement of the parties or
8 order by the Court.

9 9. In the event that any party seeks to file with the Court a document
10 containing or constituting Confidential Information, that party will first file the
11 document under seal pursuant to Northern District Local Rule 79-5. If the Court refuses
12 to uphold the confidentiality requested or accept the document as filed under seal, the
13 document may be filed in the public record.

14 10. By entering into or complying with the terms of this Stipulation and Order,
15 the parties do not:

16 a) admit that any Discovery Material designated by another party or third
17 party as Confidential Information contains or reflects trade secrets, proprietary or
18 commercially sensitive information or any other type of Confidential Information;

19 b) waive any attorney-client, work product, or other privilege;

20 c) waive the right to object to disclosure or production of documents or other
21 information they believe not subject to discovery;

22 d) waive the right to object to the authenticity or admissibility into evidence
23 of any document, testimony or other evidence;

24 e) waive the right to seek an order from the Court to treat Confidential
25 Information more restrictively than otherwise provided for herein or to rescind or
26 modify the terms of this Stipulation and Order;

27 f) waive the right to seek a court determination whether material should be
28 subject to the terms of this Stipulation and Order; or

1 g) waive the right to agree to alter or waive the provisions or protections
2 provided for herein with respect to particular Discovery Material.

3 11. If a Receiving Party receives a subpoena or other compulsory process from
4 a non-party seeking production or other disclosure of Confidential Information, the
5 Receiving Party shall give written and telephonic notice to counsel for the Designating
6 Party within five (5) business days thereafter (or before the date for compliance if
7 earlier) identifying the Confidential Information sought and enclosing a copy of the
8 subpoena or other compulsory process, such that the Designating Party has an
9 opportunity to enforce any rights to non-disclosure. Any Confidential Information
10 produced to the non-party shall still be treated as Confidential by the parties to this
11 Stipulation and Order.

12 12. In the event of any unauthorized disclosure of any Confidential
13 Information, the Receiving Party shall notify the Designating Party in writing within
14 five (5) business days of discovery of such unauthorized disclosure. The Receiving
15 Party and the Designating Party shall thereafter cooperate and make every reasonable
16 effort to prevent disclosure by each unauthorized person who obtained access to such
17 Confidential Information.

18 13. The inadvertent production of any document or other information during
19 discovery in the Litigation shall be without prejudice to any claim that such material is
20 privileged under the attorney-client or other privilege or protected from discovery as
21 work product, and no person shall be held to have waived any rights by such inadvertent
22 production.

23 14. This Stipulation and Order has no effect upon, and shall not apply to, the
24 producing party's use of its own Confidential Information.
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1 15. Within 60 days after receiving notice of the entry of an order, judgment or
2 decree finally disposing of this Litigation (including any appellate proceedings), or such
3 longer period of time as the parties may agree, all persons having received Confidential
4 Information shall either return such material to the Designating Party or certify in
5 writing to the Designating Party that such documents have been destroyed.
6 Notwithstanding the above, counsel for the parties shall be entitled to retain court
7 papers, deposition and trial transcripts and videotapes, attorney work product, and any
8 other documents belonging to a client that counsel is obligated to retain provided that
9 any Confidential Information in such documents shall not be used or disclosed except as
10 permitted herein.

11 Dated: November 6, 2009

AKIN GUMP STRAUSS HAUER &
FELD LLP

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13
14 By /s/ Mark R. Curiel
Mark R. Curiel
Attorneys for Defendant
STARBUCKS CORPORATION

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18 Dated: November 6, 2009

SPIRO MOSS LLP

19
20 By /s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff
ANDRONIKI GATES

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23 IT IS SO ORDERED.

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25 Dated: November 12, 2009

Elizabeth D. Laporte

Magistrate Judge Elizabeth D. Laporte

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ANDRONIKI GATES, individually
and on behalf of other persons
similarly situated,

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

Case No. CV 09-2702 JSW EDL

**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

Date Action Filed: May 18, 2009

Date Removed: June 17, 2009

I hereby certify (i) my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation for Protection of Confidential Information approved by the Court (“Protective Order”) and (ii) that I have read the Protective Order. I understand the terms of the Protective Order, I agree to be fully bound by the Protective Order, and I hereby submit to the jurisdiction of the United States District Court for the Northern District of California for purposes of enforcement of the Protective Order. I understand that any violation of the terms of the Protective Order may be punishable by money damages, interim or final injunctive or other equitable relief, sanctions, contempt of court citation, or such other or additional relief as deemed appropriate by the Court.

Dated: _____

_____ [signature]