

1 SCOTT B. COOPER (State Bar No. 174520)  
 scott@cooper-firm.com  
 2 THE COOPER LAW FIRM, P.C.  
 2030 Main Street, Suite 1300  
 3 Irvine, California 92614  
 Telephone: (949) 724-9200  
 4 Facsimile: (949) 724-9255

5 *(Additional Attorney Information on Signature Block)*

6 Attorneys for Plaintiffs  
 LARRY CHAPPELL and SHAMEA OGIAMIEN

7 JULIE A. DUNNE, Bar No. 160544  
 jdunne@littler.com  
 8 LARA K. STRAUSS, Bar No. 222866  
 lstrauss@littler.com  
 9 DAWN FONSECA, Bar No. 259405  
 dfonseca@littler.com  
 10 LITTLER MENDELSON, P.C.  
 501 W. Broadway, Suite 900  
 11 San Diego, CA 92101.3577  
 Telephone: 619.232.0441  
 12 Facsimile: 619.232.4302

13 Attorneys for Defendant  
 14 NORDSTROM, INC.

15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA  
 17

18 LARRY CHAPPELL and SHAMEA  
 19 OGIAMIEN, individually and on  
 behalf of all others similarly situated  
 20 and on behalf of the general public,

21 Plaintiffs,

22 v.

23 NORDSTROM, INC., a Washington  
 24 Corporation, and DOES 1 through 10,  
 inclusive,

25 Defendants.  
 26

Case No. 13-CV-05639 GAF (JCGx)

**STIPULATED [Proposed]  
 PROTECTIVE ORDER**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

### **Good Cause Statement**

1. Named Plaintiffs’ allegations may require disclosure of private and/or confidential information regarding Nordstrom’s current and/or former employees, including information about whether and why employees were asked to undergo security bag or package checks when leaving the store, the results of such security checks and employees’ pay, contact information and/or performance histories. In addition, Nordstrom expects that Named Plaintiffs may request and it may need to produce confidential business information involving Nordstrom’s business policies and practices, including those relating to its loss prevention efforts, that would likely cause significant harm to Nordstrom if it is made available or accessible publicly or to Nordstrom’s competitors. Good cause therefore exists for the issuance of this protective order, as the protective order will allow the parties to engage in discovery in this lawsuit while providing a means for limiting access to, and disclosure of, private, confidential and/or trade secret information. The purpose of this protective order is to protect the confidentiality of such materials as much as practicable during the litigation.

### **Definitions And Designation**

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. “Confidential Information” refers to information contained in any paper, document, database, spreadsheet, video recording, audio recording, electronic record or any other electronic or hard copy format that is stamped with a “Confidential” designation. Confidential Information may include, but is not limited to: (a) trade secret, confidential or sensitive proprietary business information belonging to Nordstrom, including but not limited to information about its security and loss prevention practices and procedures; and (b) information about current, past or prospective employees that is of a confidential or private nature, including current or former employees’ contact information, wage information, job performance-documentation and information relating to the results of any security bag or package

1 check that led to disciplinary action or criminal prosecution. Confidential Information  
2 shall not include any information that: (a) is already public knowledge or otherwise in  
3 the public domain; (b) has become public knowledge or enters the public domain  
4 other than as a result of a disclosure in violation of this Stipulation; or (c) has come or  
5 shall come into a “Receiving Party’s” legitimate possession from sources other than  
6 the “Designating Party” and other than as a result of a violation of any lawful  
7 Nordstrom confidentiality policy.

8           3.     “Attorneys Eyes Only Material” means any information contained in any  
9 paper, document, database, spreadsheet, video recording, audio recording, electronic  
10 record or any other electronic or hard copy format that is stamped with an “Attorneys  
11 Eyes Only” designation. Attorneys Eyes Only Material may include, but is not  
12 limited to, highly confidential or sensitive business information that could cause  
13 financial harm to Nordstrom if disseminated to the public or competitors.

14           4.     Any party may designate any material produced by that party as  
15 “Confidential” or “Attorneys Eyes Only” where he, she, or it believes in good faith  
16 that such material qualifies for that designation as defined above. Marking or  
17 stamping “Confidential” or “Attorneys Eyes Only” on the cover of a multiple page  
18 document shall classify all pages of the document with the same designation unless  
19 otherwise indicated by the Designating Party. Marking or stamping “Confidential  
20 Information” or “Attorneys Eyes Only Material” on a label on any electronic storage  
21 medium shall designate the entire contents of such electronic storage medium as  
22 Confidential Information or Attorneys Eyes Only Material.

23           **Access to Confidential Information And Attorneys Eyes Only Material**

24           5.     Confidential Information produced or received in this action subject to  
25 this protective order shall not be disclosed by any Receiving Party except to: the  
26 Court, including assigned judges, their staff, jurors and other court personnel; court  
27 reporters and videographers recording or transcribing testimony in this action;  
28

1 attorneys of record for the parties and their respective associates, paralegals, clerks,  
2 and employees involved in the conduct of this litigation and in-house attorneys at  
3 Nordstrom. Notwithstanding the foregoing, the following designated persons may  
4 also receive and review Confidential Information:

5 a. Current or former employees of Nordstrom who may serve as  
6 witnesses, but only to the extent that the Confidential Information is directly related to  
7 their expected testimony;

8 b. Named Plaintiffs;

9 c. Any person who was involved in the preparation of the document,  
10 materials or the discovery responses containing Confidential Information or who  
11 lawfully received or reviewed the documents or to whom the Confidential Information  
12 has previously been made available other than by one receiving such Confidential  
13 Information in connection with this action;

14 d. Experts or consultants who are engaged by counsel for any party to  
15 perform investigative work, factual research, or other services relating to this action;

16 e. Mediators used to try to resolve the action;

17 f. Any other person with the prior written consent of the Designating  
18 Party.

19 6. Attorneys Eyes Only Material produced or received in this action subject  
20 to this protective order shall not be disclosed, revealed or disseminated by the  
21 Receiving Party except to: the Court, including assigned judges, their staff, jurors and  
22 other court personnel; court reporters and videographers recording or transcribing  
23 testimony in this action; attorneys of record for the parties and their respective  
24 associates, paralegals, clerks, and in-house attorneys at Nordstrom and employees  
25 assisting such attorneys in the conduct of this litigation. Notwithstanding the  
26 foregoing, the following designated persons may also review Attorneys Eyes Only  
27 Material:  
28

1 a. Experts or consultants who are engaged by counsel for any party to  
2 perform investigative work, factual research, or other services relating to this action;

3 b. Current or former employees of Nordstrom who may serve as  
4 witnesses, but only to the extent that the Attorneys Eyes Only Material is directly  
5 related to their expected testimony;

6 c. Mediators used to try to resolve the action;

7 d. Any other person with the prior written consent of the Designating  
8 Party.

9 7. Any person who falls within a category identified in Paragraph 5(a)-(f)  
10 may review all Confidential Information in the presence of counsel for Named  
11 Plaintiffs but are not entitled to receive copies thereof unless they execute the Non-  
12 Disclosure Agreement in the form set forth in Attachment A, prior to reviewing any  
13 Confidential Information. Prior to reviewing any Attorneys Eyes Only Material, any  
14 person who falls within a category identified in Paragraph 6(a)-(d) shall be provided a  
15 copy of this protective order and shall agree to be bound by its terms by executing the  
16 Non-Disclosure Agreement in the form set forth in Attachment B.

17 8. The parties shall retain copies of any executed Non-Disclosure  
18 Agreements until the end of the action. In the event of a possible violation of this  
19 protective order while this action is pending, a party may request that the Court order  
20 production of the executed Non-Disclosure Agreements for good cause. Otherwise,  
21 the Non-Disclosure Agreements are confidential and are not subject to any discovery  
22 request while the action is pending. No more than thirty (30) days after the end of  
23 litigation in the action, the party who received the Confidential Information and/or  
24 Attorneys Eyes Only Material shall provide copies of all executed Non-Disclosure  
25 Agreements to the party who produced the Confidential Information and/or Attorneys  
26 Eyes Only Material.

1           9. The action is at an end when all of the following that are applicable  
2 occur: (a) a final judgment has been entered by the Court or the case has otherwise  
3 been dismissed with prejudice; (b) the time for any objection to or request for  
4 reconsideration of such a judgment or dismissal has expired; (c) all available appeals  
5 have concluded or the time for such appeals has expired; and (d) any post appeal  
6 proceedings have concluded.

7                   **Use Of Confidential Information And Attorneys Eyes Only Material**

8           10. Either party shall use Confidential Information and Attorneys Eyes Only  
9 Material, regardless of which party designates it as such, solely and exclusively for  
10 preparing for, prosecuting, and/or defending this case, including claims on behalf of  
11 the Named Plaintiffs and any putative class members pending the completion of the  
12 judicial process, including appeal. Confidential Information and Attorneys Eyes Only  
13 Material cannot be used for any other purpose in any other matter or proceeding for  
14 any reason whatsoever.

15           11. Nothing in this protective order shall restrict any party's counsel from  
16 giving advice to its/his/her client(s) with respect to this action and, in the course  
17 thereof, relying upon Confidential Information and/or Attorneys Eyes Only Material,  
18 provided that in giving such advice, counsel shall not disclose the other party's  
19 Confidential Information and/or Attorneys Eyes Only Material other than in a manner  
20 expressly provided for in this protective order.

21           12. Testimony taken at a deposition that involves Confidential Information or  
22 Attorneys Eyes Only Material must be designated as "Confidential" or "Attorneys  
23 Eyes Only Material" by making a statement to that effect on the record at the  
24 deposition and identifying the specific testimony or items claimed to be Confidential  
25 Information or Attorneys Eyes Only Material. Arrangements shall be made with the  
26 deposition reporter taking and transcribing information designated as Confidential  
27 and/or Attorneys Eyes Only Material to bind separately such portions of the  
28

1 deposition transcript, and/or to label such portions appropriately. If any portions of  
2 the deposition transcript and/or video or audio versions of the depositions contain  
3 testimony designated as Confidential Information or Attorneys Eyes Only Material, or  
4 references thereto, they must be filed with the Court in compliance with this protective  
5 order.

6 13. Additionally, a copy of the protective order shall be attached as an  
7 exhibit to any deposition transcript to which it is applicable and the court reporter  
8 shall be subject to the protective order and precluded from providing the original or  
9 copies of the deposition transcript or portions thereof, any copies thereof, or portions  
10 of copies thereof, to any persons or entities other than counsel of record in the action.  
11 Any audiotape and/or videotape of said deposition shall also be subject to this  
12 protective order. The deposition videographer shall be subject to this protective order  
13 and precluded from providing the original deposition videotape or portions of the  
14 videotape to any persons or entities other than counsel of record. Any audiotape shall  
15 also be subject to this protective order and all persons shall be precluded from  
16 providing the original deposition audiotape or portions of the audiotape, to any  
17 persons or entities other than counsel of record in the action.

18 14. Only individuals permitted access to Confidential Information or  
19 Attorneys Eyes Only Material shall attend any deposition where Confidential  
20 Information or Attorneys Eyes Only Material is used. However, where feasible, an  
21 individual who is not allowed access to Attorneys Eyes Only Material may attend  
22 portions of the deposition where Attorneys Eyes Only Material is not used or  
23 discussed. Individuals attending any depositions using Confidential Information or  
24 Attorneys Eyes Only Material shall not disclose to any person any statements made by  
25 deponents at depositions that reference Confidential Information or Attorneys Eyes  
26 Only Material unless that person is independently allowed access to the information.  
27  
28

1 Nothing in this protective order gives any individual the right to attend a deposition  
2 that they would not otherwise be entitled to attend.

3 15. In the event that any Receiving Party of Confidential Information and/or  
4 Attorneys Eyes Only Material pursuant to this Stipulation receives a subpoena or  
5 written discovery demand in pending litigation or administrative proceedings  
6 (“Discovery Request”) from any non-party (including, without limitation, parties to  
7 other, unrelated lawsuits or any state, federal or foreign regulatory or administrative  
8 body or agency) seeking the production of Confidential Information and/or Attorneys  
9 Eyes Only Material:

10 a. The Receiving Party shall promptly disclose such fact to the  
11 Designating Party and shall not disclose any Confidential Information and/or  
12 Attorneys Eyes Only Material in response thereto without first providing the  
13 Designating Party a reasonable opportunity to seek appropriate protective treatment or  
14 other relief.

15 b. The Receiving Party shall immediately provide the Designating  
16 Party with telephonic and written notice of the Discovery Request and shall  
17 immediately send a copy of the Discovery Request to the Designating Party by  
18 facsimile, email and/or overnight mail.

19 c. It shall be the obligation of the Designating Party to obtain an  
20 order from the appropriate court to preclude or restrict production of any Confidential  
21 Information and/or Attorneys Eyes Only Material requested pursuant to the Discovery  
22 Request.

23 d. The Receiving Party shall continue to abide by the terms of this  
24 Stipulation and maintain the confidentiality of any Confidential Information and/or  
25 Attorneys Eyes Only Material sought by the Discovery Request unless and until  
26 either: (i) the Designating Party consents to the production of Confidential  
27 Information and/or Attorneys Eyes Only Material pursuant to the Discovery Request  
28

1 or (ii) the Receiving Party is directed to produce the Confidential Information and/or  
2 Attorneys Eyes Only Material by a court having competent jurisdiction over the  
3 dispute and the parties thereto.

4 e. The disclosure of information in response to a Discovery Request  
5 shall not be deemed to make Confidential Information or Attorneys Eyes Only  
6 Material ‘public’ for purposes of paragraph 2 and does not change any party’s  
7 obligations under this protective order except for allowing the disclosure pursuant to  
8 the terms of the Discovery Request or court order.

9 **No Waiver And Challenges to Designation**

10 16. Whether or not any evidence or testimony is, in fact, designated as  
11 “Confidential” or “Attorneys Eyes Only” shall not be conclusive of whether it is  
12 lawfully entitled to other confidentiality protections, including the protection of trade  
13 secrets as defined by California Civil Code section 3426.1, and the failure to make  
14 such a designation shall not constitute a waiver of any such protections.

15 17. By entering into this protective order, the parties do not waive any right  
16 to challenge whether any material (including without limitation evidence or  
17 testimony) designated or not designated as Confidential Information or Attorneys  
18 Eyes Only Material is properly designated or not designated as such, and do not waive  
19 the right to challenge at any hearing, trial or other proceeding whether such  
20 information is, in fact, confidential or private.

21 18. To the extent a party wishes to object to the designation of evidence or  
22 testimony as Confidential Information or Attorneys Eyes Only Material, the following  
23 procedures apply:

24 a. Any party may in good faith object to the designation of any  
25 evidence or testimony as Confidential Information or Attorneys Eyes Only Material or  
26 to the limitations as to the use and disclosure of such information, by providing  
27

28

1 written notice of such objections to the Designating Party. The grounds for any  
2 objections shall be stated with reasonable particularity.

3 b. The parties shall thereafter attempt to resolve such dispute in good  
4 faith on an informal basis. If the dispute cannot be resolved within fourteen (14) days  
5 after the objection is served, the Receiving Party may apply to the Court, on  
6 reasonable notice, for an order permitting the use and dissemination of the challenged  
7 document. The challenged documents shall be treated as confidential until such time  
8 as the Court has ruled on the motion.

9 **Filing Under Seal And Handling At Hearings And Trial**

10 19. With regard to any Confidential Information or Attorneys Eyes Only  
11 Material to be filed with the Court, such documents must be filed under seal in  
12 compliance with Central District Local Rule 79-5.

13 20. Should the need arise to offer testimony at a hearing or trial to present  
14 evidence marked as Confidential or Attorneys Eyes Only that cannot be addressed  
15 through sealing the evidence, the parties will work in good faith to reach an agreement  
16 to use a redacted version of the evidence. If they cannot reach an agreement, then the  
17 Receiving Party will be allowed an opportunity to seek an appropriate court order to  
18 determine to what extent the Confidential Information or Attorneys Eyes Only  
19 Material may become public. Nothing shall prejudice any parties' rights to object to  
20 the introduction of any Confidential Information or Attorneys Eyes Only Material into  
21 evidence, on grounds, including, but not limited to, relevance and privilege.

22 **Inadvertent Failure To Designate**

23 21. If, through inadvertence, any party produces or offers as testimony any  
24 Confidential Information or Attorneys Eyes Only Material without labeling it or  
25 otherwise designating it as such, the producing party may, at any time, give written  
26 notice designating such information as Confidential Information or Attorneys Eyes  
27 Only Material.  
28

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

### Clawback Provisions

22. Pursuant to Federal Rule of Evidence 502(d) and (e), the parties also wish to protect certain privileged and work product documents, information, and electronically stored information against claims of waiver in the event they are produced during the course of this litigation, whether pursuant to a court order, a discovery request or informal production.

23. The inadvertent production of any document in this action shall be without prejudice to any claim that such material is protected by any legally cognizable privilege or evidentiary protection including but not limited to the attorney-client privilege and/or the work product doctrine, and no party shall be held to have waived any rights by such inadvertent production.

24. If any document produced by another party is on its face subject to a legally recognizable privilege or evidentiary protection, the receiving party shall: (a) refrain from reading the document any more closely than is necessary to ascertain that it is privileged or protected; (b) immediately notify the producing party in writing that it has discovered documents believed to be privileged or protected; (c) specifically identify the documents by Bates number range or other identifying information; and (d) return all hard and soft copies of the documents and, where the documents have been transferred or stored electronically, delete the documents from the devices on which they are or were stored or accessed or otherwise make them inaccessible. The steps in this paragraph shall be completed within seven (7) days of discovery by the receiving party. The producing party shall preserve all document(s) returned under this paragraph until it confirms that there is no dispute about the privileged and/or work product nature of the document(s) or, if there is a dispute, until the privilege issue is resolved. Notwithstanding the provisions of this paragraph, the receiving party is under no obligation to search or review the producing party's documents to identify potentially privileged or work product protected documents.

1           25. Upon discovering an unintentional production of document(s) the  
2 producing party believes to be privileged, the producing party shall promptly notify  
3 the receiving party of the inadvertent production in writing, specifically identifying  
4 (e.g., through bates numbers, document title(s), email sender/recipient name, etc.) the  
5 document(s) at issue. Upon receiving this notice, the receiving party shall not review,  
6 use or disclose the inadvertently privileged document(s) and must either promptly  
7 destroy the document(s) or return all hard and soft copies of the document(s) to the  
8 producing party. Where the document(s) have been transferred or stored  
9 electronically, the receiving party must delete the document(s) from the devices on  
10 which they are or were stored or accessed or otherwise make them inaccessible to the  
11 receiving party. The steps in this paragraph shall be completed within seven (7) days  
12 of notice of the inadvertent production by the producing party. The producing party  
13 must sequester and preserve all documents returned or identified as disputed under  
14 this paragraph in the same condition as produced until the privilege issue is resolved  
15 by the parties or the Court. Upon request, the producing party must also provide the  
16 receiving party with a privilege log including the following information for each  
17 document at issue: (a) the nature and substance of the document described with  
18 sufficient particularity to enable the Court and parties to identify the document; (b) the  
19 date of the document; (c) the number of pages of the document; (d) the basis on which  
20 any privilege or other protection is claimed; and (e) whether any non-privileged or  
21 non-protected matter is included in the document.

22           26. If there is a dispute as to whether the document(s) identified by the  
23 producing party are in fact privileged, the receiving party must notify the producing  
24 party in writing that it disputes the claim of privilege. The parties must then meet and  
25 confer regarding the dispute within seven (7) days of the date that the receiving party  
26 objects to the producing party's designation of the document(s) as privileged. If the  
27 parties are unable to resolve the dispute during this meet and confer conference, the  
28

1 receiving party shall have thirty days (30) from the date of the conference to file an  
2 appropriate motion and, as part of that motion, submit the specified documents to the  
3 Court under seal for a determination of the claim and will provide the Court with the  
4 producing party's stated grounds for the asserted privilege or protection except where  
5 such a submission would violate existing law. Any party may request expedited  
6 treatment of any request for the Court's determination of the claim. If the receiving  
7 party files an appropriate motion within the thirty-day time period, the document(s) in  
8 question will remain sequestered and preserved by the producing party until the Court  
9 rules on the status of the document(s) in question. If the receiving party fails to file a  
10 motion seeking the protection of the Court within the thirty (30) day period after the  
11 meet and confer conference, the receiving party must return the specified document(s)  
12 no later than the day following the expiration of the thirty (30) day period or the date  
13 when the receiving party indicates in writing that it will not file a motion seeking a  
14 ruling on the asserted privilege from the Court, whichever occurs earlier.

15         27. To the extent that the information contained in a document subject to a  
16 claim of privilege under this provision has already been used in or described in other  
17 documents generated or maintained by the receiving party, then the receiving party  
18 must delete and/or render inaccessible those portions of the document that refer to the  
19 privileged and/or work product information. If the receiving party disclosed the  
20 specified document(s) before being notified of its inadvertent production, it must take  
21 reasonable steps to retrieve the document(s).

22         28. The receiving party's return or destruction of such privileged or protected  
23 documents as provided herein will not act as a waiver of the requesting party's right to  
24 move for the production of the returned or destroyed documents on the grounds that  
25 the documents are not in fact subject to a viable claim of privilege or protection.  
26 However, the receiving party is prohibited and estopped from arguing that the  
27  
28

1 production of the documents in this matter acts as a waiver of an applicable privilege  
2 or evidentiary protection.

3  
4 **Termination Of Case**

5 29. The terms of this protective order shall survive the final termination of  
6 this action and shall be binding on all of the parties thereafter.

7 30. Within thirty (30) days of the termination or settlement of this action,  
8 each party must return or make available for pick-up Confidential Information or  
9 Attorneys Eyes Only Material received during this litigation from the other party and  
10 copies of any deposition transcripts designated as Confidential Information or  
11 Attorneys Eyes Only Material. Where Confidential Information or Attorneys Eyes  
12 Only Material has been transferred or stored electronically, the Receiving Party must  
13 delete the electronic versions from the devices on which they are or were stored or  
14 accessed or otherwise make them inaccessible to the Receiving Party.  
15 Notwithstanding these provisions, counsel of record for the parties may keep, in  
16 strictest confidence, those copies of any part of the Confidential Information or  
17 Attorneys Eyes Only Material that have become part of the official record of this  
18 litigation and may retain abstracts or summaries of such materials, which contain  
19 counsel's mental impressions or opinions. Such information shall remain subject to  
20 the terms of this protective order.

21 31. Upon returning to the other side all Confidential Information or  
22 Attorneys Eyes Only Material and/or deposition testimony, the returning party must  
23 also execute and furnish the Certificate of Surrender and Deletion of Confidential  
24 Information and Attorneys Eyes Only Material Agreement in the form set forth in  
25 Attachment C.

26 **Miscellaneous Provisions**

27 32. The parties expressly agree that, by entering into this protective order,  
28 they do not waive any objections to any discovery requests and, further, that they do

1 not agree to the production of any information or documents, or type or category of  
2 information or documents.

3 33. This protective order is subject to modification by stipulation of the  
4 parties. In addition:

5 a. The Court may modify this Order *sua sponte* in the interest of  
6 justice.

7 b. This Order is subject to further court orders based upon public  
8 policy and other considerations.

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

11 Dated: February 28, 2014

12 /s/ Scott B. Cooper  
13 SCOTT B. COOPER  
14 THE COOPER LAW FIRM, P.C.  
15 Attorneys for Plaintiffs  
LARRY CHAPPELL and SHAMEA  
OGIAMINI

16 Dated: February 28, 2014

17 /s/ Roger Carter  
18 ROGER CARTER (State Bar No. 140196)  
19 rcarte@carterlawfirm.net  
20 THE CARTER LAW FIRM  
21 2030 Main Street, Suite 1300  
22 Irvine, California 92614  
23 Telephone: (949) 260-4737  
24 Facsimile: (949) 260-4754

25 Attorneys for Plaintiffs  
26 LARRY CHAPPELL and SHAMEA  
27 OGIAMINI  
28

1 Dated: February 28, 2014

/s/ Kashif Haque  
KASHIF HAQUE (State Bar No. 218672)  
khaque@aegislawfirm.com  
SAMUEL WONG (State Bar No. 217104)  
swong@aegislawfirm.com  
ALISON M. MICELI (State Bar No.  
243131)  
amiceli@aegislawfirm.com  
AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

Attorneys for Plaintiffs  
LARRY CHAPPELL and SHAMEA  
OGIAMEN

11 Dated: February 28, 2014

/s/ Dawn Fonseca  
JULIE A. DUNNE  
LARA K. STRAUSS  
DAWN FONSECA  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
NORDSTROM, INC.

16 I, Scott B. Cooper, am the ECF User whose identification and password are  
17 being used to file this Stipulated [Proposed] Protective Order. In compliance with  
18 Local Rule 5-4.3.4(a)(2)(i), I hereby attest that Defendant's counsel and my Co-  
19 Plaintiffs' counsel concurred in this filing and has authorized the filing.

20 By: /s/ Scott B. Cooper

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24 Dated: March 10, 2014

  
HON. JAY C. GANDHI  
U. S. MAGISTRATE JUDGE

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

**ATTACHMENT A**  
**CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT**

The undersigned hereby agrees that:

1. I have had the opportunity to review the protective order in this action.
2. I agree that I am one of the following: (a) a current or former employee of Nordstrom who has been asked to serve as a witness on an issue related to the Confidential Information that I am receiving or being shown; (b) a Named Plaintiff to the action; (c) a person who was involved in the preparation of the document, materials or the discovery responses containing Confidential Information or who lawfully received or reviewed the documents or to whom the Confidential Information has previously been made available other than by receipt of such Confidential Information in connection with this action; (d) an expert or consultant who has been engaged by counsel for any party to perform investigative work, factual research, or other services relating to this action; (e) a mediator used to try to resolve the action; or (f) a person who the parties to the action have agreed in writing may receive Confidential Information.
3. I agree not to disclose any of the Confidential Information to any third person and further agree that my use of any Confidential Information shall only be for the prosecution, defenses, discovery, mediation and/or settlement of this action, and not for any other purpose.
4. I further agree that on or before the termination or settlement of this action, I will return all Confidential Information which is in my possession, custody, or control to the attorneys involved in the action so that it can be returned as provided in the protective order.

/////  
/////  
/////

1           5. By signing this Confidential Information Non-Disclosure Agreement, I  
2 stipulate to the jurisdiction of this Court to enforce the terms of this Agreement.  
3

4 Dated: \_\_\_\_\_

5 [Print Name] \_\_\_\_\_  
6

7 [Sign Name] \_\_\_\_\_  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**ATTACHMENT B**  
**CONFIDENTIAL INFORMATION AND ATTORNEYS EYES ONLY**  
**MATERIAL NON-DISCLOSURE AGREEMENT**

The undersigned hereby agrees that:

1. I have had the opportunity to review the protective order in this action.
2. I agree that I am one of the following: (a) an expert or consultant who has been engaged by counsel for any party to perform investigative work, factual research, or other services relating to this action; (b) a current or former employee of Nordstrom who has been asked to serve as a witness for Nordstrom on an issue related to the Confidential Information or Attorneys Eyes Only Material; (c) a mediator used to try to resolve the action; or (d) a person who the parties to the action have agreed in writing may receive Confidential Information and/or Attorneys Eyes Only Material.
3. I agree not to disclose any Confidential Information and/or Attorneys Eyes Only Material to any third person and further agree that my use of any Confidential Information and/or Attorneys Eyes Only Material shall only be for the prosecution, defenses, discovery, mediation and/or settlement of this action, and not for any other purpose.
4. I further agree that on or before the termination or settlement of this action, I will return all Confidential Information and/or Attorneys Eyes Only Material which is in my possession, custody, or control to the attorneys involved in the action so that it can be returned as provided in the protective order.
5. By signing this Confidential Information and Attorneys Eyes Only Material Non-Disclosure Agreement, I stipulate to the jurisdiction of this Court to enforce the terms of this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Sign Name]

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

**ATTACHMENT C**  
**CERTIFICATE OF SURRENDER AND DELETION OF CONFIDENTIAL**  
**INFORMATION AND/OR ATTORNEYS EYES ONLY MATERIAL**

The undersigned represents that, pursuant to the protective order, all Confidential Information and/or Attorneys Eyes Only Material within the possession, custody or control of the undersigned has been returned to the producing party to the extent it could be returned either in hard or soft copy. The undersigned further represents that, pursuant to the protective order, and to the extent Confidential Information or Attorneys Eyes Only Material was transferred or stored electronically, all electronic versions of the material and information have been deleted from the devices on which they were stored or accessed or otherwise rendered inaccessible.

Dated: \_\_\_\_\_

\_\_\_\_\_ [Print Name]

\_\_\_\_\_ [Sign Name]