

1 Alvin L. Pittman, Bar No. 127009
 office@apittman-law.com
 2 LAW OFFICE OF ALVIN L. PITTMAN
 9841 Airport Blvd., Suite 412
 3 Los Angeles, California 90045
 Telephone: 310.337.3077
 4 Facsimile: 310.337.3080

NOTE: CHANGES MADE BY THE COURT

5 Attorneys for Plaintiff
 KEVIN BRISCOE

6 TANJA L. DARROW, Bar No. 175502
 7 tdarrow@littler.com
 LITTLER MENDELSON, P.C.
 8 633 West 5th Street
 63rd Floor
 9 Los Angeles, CA 90071
 Telephone: 213.443.4300
 10 Facsimile: 213.443.4299

11 JYOTI MITTAL, Bar No. 288084
 jmittal@littler.com
 12 LITTLER MENDELSON, P.C.
 2049 Century Park East
 13 5th Floor
 Los Angeles, CA 90067
 14 Telephone: 310.553.0308
 Fax No.: 310.553.5583

15 Attorneys for Defendant
 16 STARBUCKS CORPORATION

17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA

19 KEVIN BRISCOE,

20 Plaintiff,

21 v.

22 STARBUCKS COFFEE COMPANY;
 23 and DOES 1-20; Inclusive,

24 Defendants.

Case No. 2:17-cv-04832-JAK (JPRx)

ASSIGNED TO HON. JOHN A. KRONSTADT

STIPULATED PROTECTIVE ORDER

[DISCOVERY MATTER]

25 Complaint Filed: August 9, 2016 (Los
 26 Angeles County Superior Court)
 Trial Date: None Set

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1 PURPOSE OF STIPULATION AND PROTECTIVE ORDER

2 The Parties to this action anticipate that the discovery phase of this matter may
3 involve the disclosure of material protected under the constitutional, statutory, or
4 common law right to privacy or protected as confidential business, financial,
5 proprietary, or trade secret information. Without waiving any objections to the
6 discoverability of any such information, it is the Parties' intention to provide a
7 mechanism by which discovery of relevant information, otherwise not objectionable,
8 may be obtained in a manner which protects all Parties, including non-parties and
9 third parties to this litigation, from the risk of disclosure of such confidential
10 information. Accordingly, the Parties, by and through their respective counsel, hereby
11 stipulate to, and seek the Court's approval of, the following Stipulated Protective
12 Order ("Protective Order").

13 II. DEFINITIONS

14 1. Party and Parties. "Party" means any of the parties to this action, their
15 affiliates, and their respective officers, directors, and employees. "Parties" means all
16 of the parties to this action, their affiliates, and their respective officers, directors, and
17 employees.

18 2. Counsel. "Counsel" means:

19 a. Littler Mendelson, P.C., and its respective support staff and other
20 employees who are not employed by a Party and to whom it is
21 necessary to disclose Confidential Information for the purpose of
22 this Proceeding;

23 b. Law Office of Alvin L. Pittman and its respective support staff and
24 other employees who are not employed by a Party and to whom it
25 is necessary to disclose Confidential Information for the purpose of
26 this Proceeding;

27 3. In-house Counsel. "In-house Counsel" means attorneys who are
28 employees of a Party to this Action. In-house Counsel does not include Counsel of

1 record or any other outside counsel.

2 4. Proceeding. “Proceeding” means the above-titled case, Case No.
3 2:17-cv-04832-JAK(JPRx).

4 5. Court. “Court” means the Hon. John A. Kronstadt or the Hon. Jean P.
5 Rosenbluth, or any other judge to which this Proceeding may be assigned, including
6 Court staff participating in such proceedings.

7 6. Confidential Information. For the purposes of this Protective Order, the
8 terms “Confidential” and “Confidential Information” mean information that has not
9 been made public or is not otherwise available or accessible in the public domain and
10 that concerns or relates to the confidential or proprietary information of: (1) Defendant
11 Starbucks Corporation (“Defendant”); (2) Plaintiff Kevin Briscoe (“Plaintiff”); or (3)
12 any third parties. Confidential Information may also include information contained
13 in any documents, deposition testimony, or other tangible thing, including but not
14 limited to sensitive personnel information regarding Defendant’s employees, former
15 employees, and/or job applicants; non-public business, financial, and/or customer
16 information belonging to Defendant or related entities, including but not limited to
17 personnel training documents and/or videos, personnel policies, and organizational
18 charts; and trade secrets or non-public, confidential proprietary information belonging
19 to Defendant or related entities. Information designated Confidential may be used
20 only in connection with this proceeding, and not for any other purpose. Such
21 information may not be disclosed to anyone except as provided in this Protective
22 Order.

23 7. Designating Party. “Designating Party” means the Party that designates
24 documents, testimony, or information as “Confidential.”

25 III. DESIGNATION OF PROTECTED INFORMATION

26 8. In connection with discovery proceedings in this action, the Parties may
27 reasonably designate any appropriate document, thing, material, testimony or other
28 information derived therefrom, as Confidential under the terms of this Protective

1 Order. By designating a document, thing, material, testimony, or other information
2 derived therefrom as Confidential, the Party making the designation is certifying to
3 the Court that there is a good-faith basis both in law and fact for the designation
4 within the meaning of Federal Rule of Civil Procedure 26(g).

5 9. Documents shall be designated as Confidential by stamping each page of
6 the document produced to a Party containing confidential information with the legend
7 “CONFIDENTIAL.” Stamping the legend “CONFIDENTIAL” on the face of a CD-
8 ROM, DVD, or other computer disk or electronic storage device shall designate all
9 contents therein as Confidential, unless otherwise indicated by the producing Party.
10 To the extent practical, the designating party must mark as confidential only those
11 portions of the document or other item that contain confidential material.

12 10. Testimony taken at a deposition, conference, or hearing may be
13 designated as Confidential by making a statement to that effect on the record at the
14 deposition or other proceeding or, in the case of a deposition, such designation may be
15 made within thirty (30) days after the receipt of the deposition transcript.
16 Arrangements shall be made with the court reporter taking and transcribing such
17 proceeding to separately bind such portions of the transcript containing information
18 designated as Confidential, and to label such portions appropriately. During the thirty
19 (30) day period, any such deposition transcript shall be treated as if it had been
20 designated as Confidential. This order does not cover the treatment of Confidential
21 information at trial.

22 11. Material designated as Confidential under this Protective Order, the
23 information contained therein, and any summaries, copies, abstracts, or other
24 documents derived in whole or in part from material designated as Confidential shall
25 be used only for the purpose of the prosecution, defense, or settlement of this action,
26 and for no other purpose.

27 12. Confidential Material produced pursuant to this Protective Order and
28 stamped solely as “CONFIDENTIAL” may be disclosed or made available only to:

1 a. the Court; a jury, arbitrator, or other trier or determiner of fact in
2 this action; a mediator who has been mutually agreed upon by the Parties or appointed
3 by the Court;

4 b. (1) Counsel for a Party, including the paralegal, clerical, and
5 secretarial staff employed by such Counsel to whom disclosure is reasonably
6 necessary to aid in the prosecution, defense, or settlement of this Proceeding; (2) In-
7 House Counsel of a Party and employees of In-House Counsel's department;

8 c. an officer, director, or employee of a Party to whom disclosure is
9 reasonably necessary to aid in the prosecution, defense, or settlement of this
10 Proceeding; provided, however, that prior to the disclosure of Confidential Material to
11 any such officer, director, or employee, Counsel for the Party making the disclosure
12 shall deliver a copy of this Protective Order to such person, shall explain that such
13 person is bound to follow the terms of this Protective Order, and shall secure the
14 signature of such person on a statement in the form attached hereto as Exhibit A;

15 d. court reporter(s) employed in this Proceeding;

16 e. a witness at any deposition or other proceeding in this action;
17 provided, however, that each such witness given access to Confidential Material shall
18 be advised and agree that such materials are being disclosed pursuant to, and are
19 subject to, the terms of this Protective Order and that they may not be disclosed other
20 than pursuant to its terms;

21 f. experts or consultants (together with their clerical staff) retained by
22 Counsel to assist in the prosecution, defense, or settlement of this Proceeding, except
23 that such experts and consultants shall not be employees of any Party or currently or
24 previously under contract with any Party (except any retention agreement relating to
25 such experts or consultants as experts or consultants in this action), or previously
26 affiliated or associated in any way with any Party; provided, however, that prior to the
27 disclosure of Confidential Material to any such expert or expert consultant, Counsel
28 for the Party making the disclosure shall deliver a copy of this Protective Order to

1 such person, shall explain its terms to such person, and shall secure the signature of
2 such person on a statement in the form attached hereto as Exhibit A; and

3 g. any other person as to whom the Parties in writing agree.

4 13. Where testimony at a deposition involves disclosure of Confidential
5 Material, such deposition shall be taken only in the presence of the individuals
6 identified in paragraph 12, subject to the requirement of the execution of a statement
7 in the form attached hereto as Exhibit A.

8 14. Nothing herein shall impose any restrictions on the use or disclosure by a
9 Party of material obtained by such Party independent of discovery in this action,
10 whether or not such material is also obtained through discovery in this action, or from
11 disclosing its own Confidential Material as it deems appropriate; provided, however,
12 if a Party has obtained any such material pursuant to a separate confidentiality
13 agreement or other legal obligation of confidentiality, that Party shall continue to
14 adhere to such confidentiality obligations. Nothing in this Protective Order shall be
15 deemed to restrict in any way any Party's own documents or information, or the
16 Party's attorneys with respect to that Party's own documents or information.

17 15. If a Party wishes to file documents with the Court which have been
18 designated CONFIDENTIAL by another Party or a third party pursuant to this
19 Protective Order, such documents must be filed under seal in compliance with Local
20 Rule 79-5.1.

21 16. In the event that any Confidential Material is used in any discovery-
22 related proceeding in this action, it shall not lose its Confidential status through such
23 use and the Party using such Confidential Material, shall take all reasonable steps to
24 maintain its confidentiality during such use.

25 17. This Protective Order shall be without prejudice to the rights of the
26 Parties or any other third party (a) to bring before the Court at any time consistent
27 with the Court's scheduling order the question of whether any particular document or
28 information is Confidential or whether its use should be restricted, or (b) to present a

1 motion to the Court under Fed. R. Civ. P. 26(c) and Local Rule 37 for a separate
2 protective order as to any particular document or information, including restrictions
3 differing from those as specified herein.

4 18. If a Party wishes to challenge the designation of materials stamped
5 “CONFIDENTIAL” (a “Challenging Party”), the Challenging Party shall notify the
6 Designating Party in writing of the documents and basis for the challenge. The
7 Designating Party shall respond in writing within five (5) business days thereafter. If
8 any disputes remain, the parties shall meet and confer within four (4) business days of
9 the Designating Party’s response in an effort to resolve such disputes. If any disputes
10 remain unresolved, the Designating Party shall bring a motion seeking to establish the
11 confidentiality designation pursuant to Local Rule 37. The Challenging Party shall
12 provide its portion of a joint stipulation to the Designating Party pursuant to Local
13 Rule 37-2.2 within five (5) business days after the parties meet and confer. Such
14 motion shall thereafter be governed by Local Rule 37-2.2 through 37-4. This
15 Protective Order shall not be deemed to prejudice the Parties in any way in any future
16 application for modification of this Protective Order.

17 19. This Protective Order is entered solely for the purpose of facilitating the
18 exchange of documents and information between the Parties to this action without
19 involving the Court unnecessarily in the process. Nothing in this Protective Order nor
20 in the production of any information or document under the terms of this Protective
21 Order nor any proceedings pursuant to this Protective Order shall be deemed to have
22 the effect of any admission or waiver by any Party or any third party or of altering the
23 confidentiality or non-confidentiality of any such document or information or altering
24 any existing obligation of any Party or any third party or the absence thereof, or to
25 impact in any way a Party’s right to object to any discovery requests on any grounds,
26 including attorney-client privilege, work product immunity, or any other protection
27 provided under the law.

28 20. While this Protective Order is for the Court’s consideration and approval

1 as an order, it shall also be construed to create a contract between the Parties or
2 between the Parties and their respective counsel.

3 21. This Protective Order shall survive the final termination of this
4 Proceeding and the Court shall retain jurisdiction to resolve any dispute concerning
5 the use of information disclosed hereunder. Upon termination of this Proceeding,
6 Counsel for the Parties shall destroy all documents, materials, and deposition
7 transcripts designated as Confidential, and provide written affirmation of such to
8 opposing Counsel.

9 22. This Protective Order may be executed in one or more identical
10 counterparts, each of which shall be deemed to be an original, but all of which
11 together shall constitute one and the same instrument. Facsimile signatures of any
12 Party upon the signature page of this Stipulation and Order shall be binding upon the
13 Parties hereto and may be submitted as though such signatures were original
14 signatures.

15 23. In the event a party inadvertently discloses or produces any Confidential
16 materials without designation, such inadvertent disclosure does not constitute a waiver
17 of confidentiality status. A party may designate such documents/information
18 Confidential within a reasonable time after such inadvertent disclosure.

19 24. If a Party wishes to use another Party's Confidential documents at trial,
20 the Party shall advise the other Party's Counsel prior to offering the documents, with
21 advance notice if reasonably practicable. The proponent of confidentiality then may
22 move to file the documents under seal. The proponent also may move the Court to
23 restrict access to the courtroom while the Confidential documents are discussed. The
24 other parties need not join in any such motions.

25 25. In the event that a Party is served with a subpoena or an order issued in
26 other litigation by any person, firm, corporation, or other entity who is not a party to
27 this Proceeding, is not a signatory to this Protective Order, or otherwise is not bound
28 by this Protective Order, which seeks to compel production of Confidential documents

1 or information, the Party upon whom the subpoena or order is served shall give
2 written notice of the subpoena to the Party who has asserted that the documents or
3 information sought by the subpoena or order is Confidential. The written notice
4 required by this Paragraph shall be given no later than seven (7) days after receipt of
5 the subpoena or order, or before the production date set forth in the subpoena or order,
6 whichever is earlier. The Party who designated the subpoenaed information or
7 documents as Confidential shall have the responsibility to obtain from the Court an
8 order quashing the subpoena, a protective order, and/or such other relief as will
9 protect the confidential nature of the subpoenaed information or documents. If such a
10 motion is filed before the requested production date, the Party upon whom the
11 subpoena is served shall not produce the information or documents requested in the
12 subpoena until after such time as the Court rules on the motion to quash the subpoena
13 or motion for protective order. If an order quashing the subpoena or motion for
14 protective order is obtained, the Party upon whom the subpoena, discovery request, or
15 order is served shall comply with the order. If no motion to quash or motion for
16 protective order is filed before the scheduled production date set forth in the subpoena,
17 or if the motion to quash the subpoena or motion for protective order is denied, the
18 Party upon whom the subpoena is served may comply with the same without being
19 deemed to have violated this Protective Order.

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26. This Protective Order may be modified only if such modification is in writing, signed by the Parties, and approved by an order of the Court.

Dated: January 16, 2018

/s/ Jyoti Mittal
TANJA L. DARROW
JYOTI MITTAL
LITTLER MENDELSON, P.C.
Attorneys for Defendant
STARBUCKS CORPORATION

Dated: January 16, 2018

/s Alvin L. Pittman
ALVIN L. PITTMAN
LAW OFFICE OF ALVIN L. PITTMAN
Attorneys for Plaintiff
KEVIN BRISCOE

SIGNATURE CERTIFICATION

Pursuant to Local Civil Rule 5-4.3.4, I hereby certify that the content of this document is acceptable to Alvin L. Pittman, counsel for Plaintiff Kevin Briscoe, and I have obtained Mr. Pittman's authorization to affix his electronic signature to this document.

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/s/ Jyoti Mittal

JYOTI MITTAL
LITTLER MENDELSON, P.C.

Dated: January 19, 2018

Jean Rosenbluth

HON. JEAN P. ROSENBLUTH
UNITED STATES MAGISTRATE JUDGE

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Attachment A
NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Briscoe v. Starbucks Coffee Company*, United States District Court for the Central District of California, Case No. 2:17-cv-04832-JAK(JPRx) , and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Protective Order.

Dated: _____

Name: _____
Address: _____

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