

1 ROBERT L. ZALETEL, Bar No. 96262
 rzaletel@littler.com
 2 LITTLER MENDELSON, P.C.
 650 California Street
 3 20th Floor
 San Francisco, CA 94108.2693
 4 Telephone: 415.433.1940
 Facsimile: 415.399.8490
 5

6 Attorney for Defendant
 SAVE MART SUPERMARKETS
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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA
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11 DUSTIN MUSICK and ROBERT
 12 LONSBERRY, on behalf of themselves
 and all others similarly situated;

13 Plaintiff,

14 v.

15 SAVE MART SUPERMARKETS,
 16 INC.,

17 Defendant.
 18

Case No. 2:12-CV-02786 KJM-CMK

**STIPULATION AND PROTECTIVE
 ORDER CONCERNING
 CONFIDENTIAL DOCUMENTS
 PRODUCED IN DISCOVERY**

19 This agreement is entered into by and between the undersigned attorneys
 20 on behalf of their respective clients, DUSTIN MUSICK and ROBERT LONSBERRY
 21 and on behalf of all others similarly situated (“Plaintiffs”) and SAVE MART
 22 SUPERMARKETS (“Defendant”).

23 Plaintiff and Defendant (hereinafter “Parties”) have or will request the
 24 production of certain documents for inspection and copying, and will take depositions
 25 in conjunction with discovery in this litigation, and

26 These documents and depositions could include sensitive, confidential
 27 and/or proprietary information and records including, but not limited to, employee
 28 personnel records, employee earnings records, sales figures, training materials,

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1 employee contact information, and employer manuals and procedures and policy
2 manuals (hereinafter “Confidential Material”).

3 Prejudice or harm could come to employees and former employees of
4 Defendant if their personal and contact information is disclosed to third parties, and
5 their rights of privacy under the California and federal constitutions could be
6 jeopardized. Defendant could suffer harm to its business and competitive advantage if
7 its sales figures, schedules, staffing plans, policies, proprietary training materials, and
8 other confidential business information were disclosed to its competitors. A
9 protective order is necessary to protect the interests of Plaintiffs and Defendant against
10 dissemination of confidential and proprietary information.

11 Copies of Confidential Material, including portions of depositions and
12 deposition transcripts and exhibits, will be marked “Confidential” on the document, or
13 on the record at the deposition.

14 Confidential documents and/or depositions, and deposition transcripts
15 and exhibits, all copies thereof, and any summaries, charts or notes made therefrom,
16 and any facts or information contained therein or derived therefrom, shall be disclosed
17 only to the Court and/or to: (a) the parties; (b) counsel for the parties hereto and their
18 agents, employees, paralegals, or other secretarial and clerical employees or agents;
19 (c) experts or consultants retained by one or more of the parties to this action or their
20 counsel, to assist in preparation of this action for trial; (d) deponents and their counsel;
21 (e) stenographic reporters and videographers who are involved in depositions, the trial
22 or any hearings or proceedings before the Court in this action; and (f) witnesses at the
23 trial of this action.

24 No person authorized hereunder to view copies of Confidential Material,
25 or to make notes therefrom, may disclose any portion of the subject matter or contents
26 of either to any person not authorized hereunder. Experts and consultants and
27 witnesses shown Confidential Material must sign the attached acknowledgement
28 agreeing to be bound by this Order.

1 The Confidential Material, copies of any portion of the Confidential
2 Material itself, and all notes arising from examination of said Confidential Material, as
3 well as discussions of the contents therein, shall be used only in connection with the
4 instant case, and shall not be used in connection with any other lawsuit or for any
5 other purpose whatsoever, unless such Confidential Material is independently
6 discovery in another proceeding. Within 180 days following the conclusion of this
7 action, including appeals, if any, the parties and their counsel, upon written request of
8 the other party, shall destroy or return all Confidential Materials and provide notice to
9 the other parties' attorneys of record.

10 This Protective Order is without prejudice to reconsideration by the Court
11 as discovery continues.

12 The Parties may request that Confidential Material be filed under seal.
13 However, any such request shall be subject to approval by the Court, for "compelling
14 reasons," upon noticed motion, pursuant to Local Rule 141, under the standards set
15 forth in *Kamakana v. Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006).

16 Any Party may move the Court for relief from, or modification of, this
17 order at any time, and each Party reserves the right to contend in any such motion that
18 documents produced by another Party and information contained therein are not
19 confidential. This stipulation does not constitute an admission as to the admissibility
20 of any Confidential Material at trial.

21 In the event any third parties serve a subpoena or document request in
22 other litigation to a party holding Confidential Material in this case, the party subject
23 to the subpoena or document request will promptly notify the other party that
24 produced the Confidential Material to allow that party to file objections or otherwise
25 attempt to prevent disclosure of the Confidential Material to the third party, and will
26 not produce the Confidential Material to the third party until legally required to do so.

27 The Parties agree to act in good faith in designating Confidential Material
28 and agree not to use this Stipulation for any purpose other than as stated herein. The

1 parties agree to make a good faith determination that any information designated
2 “confidential” truly warrants protection under Rule 26(c) of the Federal Rules of Civil
3 Procedure. Designations of material as “Confidential” must be narrowly tailored to
4 include only materials for which there is good cause.

5 DATED: December 6, 2012

6 /s/ R. L. Zaletel
7 ROBERT L. ZALETEL
8 LITTLER MENDELSON, P.C.

9 Attorneys for Defendant
10 SAVE MART SUPERMARKETS

11 DATED: December 6, 2012

12 /s/ Robert W. Mills
13 ROBERT W. MILLS
14 THE MILLS LAW FIRM

15 Attorneys for Plaintiffs
16 DUSTIN MUSICK and ROBERT
17 LONSBERRY

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ORDER

For good cause appearing, it is SO ORDERED.

Date: 12/28/2012



CRAIG M. KELLISON
UNITED STATES MAGISTRATE JUDGE

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