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 d/b/a ACOSTA TRUEDEMAND, LLC; and  
 11 d/b/a ACOSTA MILITARY SALES, LLC

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA  
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15  
 16 MARIA LAFEVER

17 Plaintiff,

18 v.

19 ACOSTA, INC., a Delaware Closed  
 Corporation, also d/b/a ACOSTA  
 20 TRUEDEMAND, LLC; and also d/b/a  
 ACOSTA MILITARY SALES, LLC; and  
 21 DOES 1 through 20, inclusive,

22 Defendants.  
 23

CASE NO. 3:10-cv-01782-BZ

**STIPULATED PROTECTIVE ORDER**

Complaint filed: March 25, 2010  
 Trial Date: June 11, 2011

Hon. Bernard Zimmerman

24 Subject to the approval of this Court, the parties hereby stipulate to the following  
 25 protective order;

- 26 1. In connection with discovery proceedings in this action, the parties may designate any  
 27 document, thing, material, testimony or other information derived therefrom, as "Confidential"  
 28 under the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential

1 information is information which has not been made public and which concern or relate to an  
2 individual's privacy or confidentiality interests, or the processes, operations, type or work, or  
3 apparatus, or to the production, sales, shipments, purchases, transfers, identification of  
4 customers, inventories, amount or source of any income, profits, losses, or expenditures of any  
5 persons, firm, partnership, corporation, or other entity, the disclosure of which information may  
6 have the effect of causing harm to the competitive position of the person, firm, partnership,  
7 corporation, or to the entity from which the information was obtained.

8 By designating a document, thing, material, testimony or other information derived  
9 therefrom as "Confidential," under the terms of this order, the party making the designation is  
10 certifying to the Court that there in a good faith basis both in law and in fact for the designation  
11 within the meaning of Federal Rule of Civil Procedure 26(g).

12 2. Confidential documents shall be so designated by stamping copies of the document  
13 produced to a party with the legend "CONFIDENTIAL." Stamping the legend  
14 "CONFIDENTIAL" on the cover of all multi-page document shall designate all pages of the  
15 document as confidential, unless otherwise indicated by the producing party.

16 3. Testimony taken at a deposition, conference, hearing or trial may be designated as  
17 confidential by making a statement to that effect on the record at the deposition or other  
18 proceeding. Arrangements shall be made with the court reporter taking and transcribing such  
19 proceeding to separately bind such portions of the transcript containing information designated  
20 as confidential, and to label such portions appropriately.

21 4. Material designated as Confidential under this Order, the information contained therein,  
22 and any summaries, copies, abstracts, or other documents derived in whole or in part from  
23 material designated as confidential (hereinafter "Confidential Material") shall be used only for  
24 the purpose of the prosecution, defense, or settlement of this action, and for no other purpose.

25 5. Confidential Material produced pursuant to this Order may be disclosed or made  
26 available only to the Court, to counsel for a party (including the paralegal, clerical, and  
27 secretarial staff employed by such counsel), and to the "qualified persons" designated below:  
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- 1 (a) a party, or an officer, director, or employee of a party deemed necessary by  
2 counsel to aid in the prosecution, defense, or settlement of this action;  
3 (b) experts of consultants (together with their clerical staff) retained by such counsel  
4 to assist in the prosecution, defense, or settlement of this action;  
5 (c) court reporter(s) employed in this action;  
6 (d) a witness at any deposition or other proceeding in this action; and  
7 (e) any other person as to whom the parties in writing agrees.

8 Prior to receiving any Confidential Material, each "qualified person" shall be provided  
9 with a copy of this Order and shall execute a non-disclosure agreement in the form of  
10 Attachment A, a copy of which shall be provided forthwith to counsel for each other party and  
11 for the parties.

12 6. The parties may further designate certain discovery material or testimony of a  
13 highly confidential and/or proprietary nature as "CONFIDENTIAL - ATTORNEY'S EYES  
14 ONLY" (hereinafter "Attorney's Eyes Only Material"), in the manner described in paragraphs 2  
15 and 3 above. Attorney's Eyes Only Material, and the information contained therein shall be  
16 disclosed only to the Court and counsel for the parties, including the paralegal, clerical, and  
17 secretarial staff employed by such counsel, and to the Qualified Persons listed in subparagraphs  
18 5(b) through (e) above, but shall not be disclosed to a party, or officer, director or employee of a  
19 party, unless otherwise agreed or ordered. If disclosure of Attorney's Eyes Only Material is  
20 made pursuant to this paragraph, all other provisions of this order with respect to confidentiality  
21 shall also apply.

22 7. Nothing herein shall impose any restrictions on the use or disclosure by a party of  
23 material properly obtained by such party independent of discovery in this action, whether or not  
24 such material is also obtained through discovery in this action, or from disclosing its own  
25 Confidential Material as it deems appropriate.

26 8. If Confidential Material, including any portion of deposition transcripts  
27 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed in  
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1 Court, such papers shall be labeled "Confidential-Subject to Court Order' and filed under seal  
2 until further order of this Court.”

3 9. In the event that any Confidential Material is used In any court proceeding in this  
4 action, it shall not lose its confidential status through such use, and the party using such shall  
5 take all reasonable steps to maintain its confidentiality during such use.

6 10. If any privileged documents, electronic or otherwise, are unintentionally  
7 produced during discovery, the parties agree to a "claw back" provision. Specifically, upon  
8 written request identifying the privileged documents unintentionally produced, the parties agree  
9 to return said documents to the other party by delivering them to the party's counsel. Further,  
10 Counsel in possession of the mistakenly produced privileged documents agree not to inspect the  
11 documents before their return unless they have otherwise already done so. Counsel agree that if  
12 they happen upon a document from opposing counsel or otherwise that they believe to be  
13 protected by privilege and mistakenly produced, they will immediately stop inspecting the  
14 document and contact the party's counsel to inquire whether document was mistakenly  
15 produced and, if so, will return the document to the party by delivering it to the party's counsel.

16 11. This Order shall be without prejudice to the right of the parties (i) to bring before  
17 the Court at any time the question of whether any particular document or information is  
18 confidential or whether its use should be restricted or (ii) to present a motion to the Court under  
19 FRCP 26(c) for a separate protective order as to any particular document or information,  
20 including restrictions differing from those as specified herein. This Order shall not be deemed to  
21 prejudice the parties in any way in any future application for modification of this Order.

22 11. This Order is entered solely for the purpose of facilitating the exchange of  
23 documents and information between the parties to this action without involving the Court  
24 unnecessarily in the process. Nothing in this Order nor the production of any information or  
25 document under the terms of this Order nor any proceedings pursuant to this Order shall be  
26 deemed to have the effect of an admission or waiver by either party or of altering the  
27 confidentiality or nonconfidentiality of any such document or information or altering any  
28 existing obligation of any party or the absence thereof.

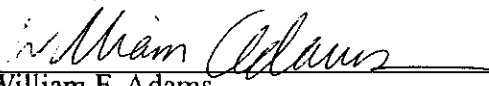
1           12. This Order shall survive the final termination of this action, to the extent that the  
2 information contained in Confidential Material is not or does not become known to the public,  
3 and the Court shall retain jurisdiction to resolve any dispute concerning the use of information  
4 disclosed hereunder. Upon termination of this case, counsel for the parties shall assemble and  
5 return to each other all documents, material and deposition transcripts designated as confidential  
6 and all copies of same, or shall certify the destruction thereof.

7 SO STIPULATED.

8 WILLIAM F. ADAMS LAW OFFICES

9 Dated: January 20, 2011

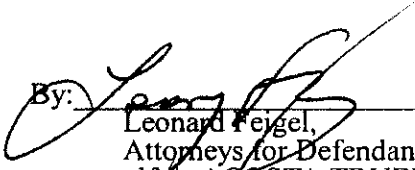
10 By: \_\_\_\_\_

  
11 William F. Adams  
12 Attorneys for Plaintiff MARIA LAFEVER

FOLEY & LARDNER

13 Dated: January 11, 2011

14 By: \_\_\_\_\_

  
15 Leonard Feigel,  
16 Attorneys for Defendants ACOSTA, INC.; also  
17 d/b/a ACOSTA TRUEDEMAND, LLC; and also  
18 ACOSTA MILITARY SALES, LLC.  
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Attachment A

NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_ do solemnly swear that I am fully familiar with the terms of the Stipulated protective Order entered in *Maria LaFever v. Acosta, Inc. et al*, U.S. District Court Case No. 3:10-cv-01782-BZ, 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 Order.

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

\_\_\_\_\_  
(Signature)

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(Handwrite name)

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2 UNITED STATES DISTRICT COURT  
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6 MARIA LAFEVER

7 Plaintiff,

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10 Corporation, also d/b/a ACOSTA  
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12 Defendants.  
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CASE NO. 3:10-cv-01782-BZ

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

Complaint filed: March 25, 2010  
Trial Date: June 11, 2011

Hon. Bernard Zimmerman

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15 The parties having stipulated to a Protective Order and good cause appearing, IT IS SO  
16 ORDERED. The parties shall file sealed documents only in accordance with Local Rule  
17 79-5 and General Order 62.

18 Dated: January 20, 2011

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20 \_\_\_\_\_  
21 Honorable Bernard Zimmerman  
22 United States Magistrate Judge  
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