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19 UNITED STATES DISTRICT COURT  
 20 NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

22 LILIANA CANELA, individually and on  
 behalf of all others similarly situated,  
 23  
 24 Plaintiff,  
 25 v.  
 26 COSTCO WHOLESALE CORPORATION  
 and DOES 1 through 10, inclusive,  
 27  
 28 Defendants.

Case No. 13-cv-03598-CW  
~~PROPOSED~~ PROTECTIVE ORDER  
 Complaint Filed: July 2, 2013







1 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
2 Party or non-party offering or sponsoring the testimony identify on the record, before the close of  
3 the deposition, hearing, or other proceeding that the deposition contains confidential information.

4 (c) for information produced in some form other than documentary, and for any other  
5 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
6 container or containers in which the information or item is stored the legend  
7 “CONFIDENTIAL.”

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
9 designate qualified information or items as “Confidential” does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material. If material is  
11 appropriately designated as “Confidential” after the material was initially produced, the  
12 Receiving Party, on timely notification of the designation, must make reasonable efforts to  
13 assure that the material is treated in accordance with the provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s  
16 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
17 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
18 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
19 promptly after the original designation is disclosed.

20 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
21 Party’s confidentiality designation must do so in good faith and must begin the process by  
22 conferring directly with counsel for the Designating Party. In conferring, the challenging Party  
23 must explain the basis for its belief that the confidentiality designation was not proper and must  
24 give the Designating Party an opportunity to review the designated material, to reconsider the  
25 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
26 designation. A challenging Party may proceed to the next stage of the challenge process only if it  
27 has engaged in this meet and confer process first.



- 1 (d) the Court and its personnel;
- 2 (e) court reporters, their staffs, and Professional Vendors to whom disclosure is
- 3 reasonably necessary for this litigation;
- 4 (f) during their depositions and in preparation for their depositions, witnesses in the
- 5 action to whom disclosure is reasonably necessary. Pages of transcribed deposition testimony or
- 6 exhibits to depositions that reveal Protected Material must be separately bound by the court
- 7 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
- 8 Order;
- 9 (g) the author or any recipient of the document or the original source of the
- 10 information; and
- 11 (h) any Party, who then shall have all the rights and duties of a Receiving Party.

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER

13 LITIGATION

14 If a Receiving Party is served with a subpoena or an order issued in other litigation that

15 would compel disclosure of any information or items designated in this action as

16 “CONFIDENTIAL,” the Receiving Party must so notify the Designating Party, in writing (by

17 fax, if possible) immediately and in no event more than three court days after receiving the

18 subpoena or order. Such notification must include a copy of the subpoena or court order.

19 The Receiving Party also must immediately inform in writing the Party who caused the subpoena

20 or order to issue in the other litigation that some or all the material covered by the subpoena or

21 order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy

22 of this Stipulated Protective Order promptly to the Party in the other action that caused the

23 subpoena or order to issue.

24 The purpose of imposing these duties is to alert the interested parties to the existence of

25 this Protective Order and to afford the Designating Party in this case an opportunity to try to

26 protect its confidentiality interests in the court from which the subpoena or order issued. The

27 Designating Party shall bear the burdens and the expenses of seeking protection in that court of

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1 its confidential material – and nothing in these provisions should be construed as authorizing or  
2 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

3 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
5 Material to any person or in any circumstance not authorized under this Stipulated Protective  
6 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
7 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material,  
8 and (c) inform the person or persons to whom unauthorized disclosures were made of all the  
9 terms of this Order.

10 10. FILING PROTECTED MATERIAL

11 Without written permission from the Designating Party or a court order secured after a  
12 joint conference call with the magistrate judge, a Party may not file in the public record in this  
13 action any Protected Material. A Party that seeks to file under seal any Protected Material must  
14 comply with the Local Rules. In addition to placing documents in a sealed envelope with  
15 instructions that the document is filed pursuant to the Stipulated Protective Order and that the  
16 envelope is not to be opened absent further order of the court, the envelope should be labeled to  
17 identify the title of the case, the case number, and the title of the document.

18 11. FINAL DISPOSITION

19 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days  
20 after the final termination of this action, each Receiving Party must return all Protected Material  
21 to the Producing Party. As used in this subdivision, “all Protected Material” includes all copies,  
22 abstracts, compilations, summaries or any other form of reproducing or capturing any of the  
23 Protected Material. With permission in writing from the Designating Party, the Receiving Party  
24 may destroy some or all of the Protected Material instead of returning it. Whether the Protected  
25 Material is returned or destroyed, the Receiving Party must submit a written certification to the  
26 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day  
27 deadline that identifies (by category, where appropriate) all the Protected Material that was  
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1 returned or destroyed and that affirms that the Receiving Party has not retained any copies,  
2 abstracts, compilations, summaries or other forms of reproducing or capturing any of the  
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
4 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney  
5 work product, even if such materials contain Protected Material. Any such archival copies that  
6 contain or constitute Protected Material remain subject to this Protective Order as set forth in  
7 Section 4 (DURATION), above. The Court's jurisdiction to enforce the terms of the Order shall  
8 continue for six (6) months after the final conclusion of all aspects of the litigation.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
11 seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
13 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
15 no Party waives any right to object on any ground to use in evidence of any of the material  
16 covered by this Protective Order.

17 **IT IS SO ORDERED.**

18  
19 Dated: 12/31/2013

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22 JUDGE CLAUDIA WILKEN  
23 UNITED STATES DISTRICT COURT JUDGE  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California in the case of *Liliana Canela v. Costco Wholesale Corporation*, Case No. Case No. 13-cv-03598-CW. I agree to comply with and be bound by all the terms of this Stipulated Protective Order. I promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of the Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint Kevin McInerney, 18124 Wedge Parkway, Suite 503, Reno, Nevada 89511, telephone (775) 849-3811, as my agent for service of process in connection with this action or any proceeding related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_