

1 RICK D. ROSKELLEY, ESQ., Bar # 3192
TIMOTHY W. ROEHRS, ESQ., Bar # 9668
2 LITTLER MENDELSON, P.C.
3960 Howard Hughes Parkway
3 Suite 300
Las Vegas, NV 89169-5937
4 Telephone: 702.862.8800
Fax No.: 702.862.8811
5 Email: rroskelley@littler.com
Email: troehrs@littler.com

6 Attorneys for Defendant
7 PETCO ANIMAL SUPPLIES STORES, INC.

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA
10

11 BRITTANY STANLEY,
12 Plaintiff,

13 vs.

14 PETCO ANIMAL SUPPLIES STORES,
INC., a Delaware Corporation,
15 Defendant.
16

Case No. 2:16-cv-03029-JAD-NJK

STIPULATED PROTECTIVE ORDER

17 IT IS HEREBY STIPULATED, by and between the parties, by and through their respective
18 counsel of record, that in order to protect the confidentiality of confidential information obtained by
19 the parties in connection with this case, the parties agree as follows:

20 1. Any party may designate as “confidential” (by stamping the relevant page or labeling
21 the item or as otherwise set forth herein) any item, document or response to discovery which that
22 party considers in good faith to contain information involving: personal and confidential information
23 of third-parties or non-parties; trade secrets; or sensitive or confidential business or financial
24 information of the parties, subject to protection under the Federal Rules of Civil Procedure or
25 Nevada law (“Confidential Information”). The parties agree that Confidential Information
26 specifically includes but is not limited to documents or items related to pet incidents, including the
27 incident involving a cat’s death on May 20, 2015 at the Petco store that Plaintiff formerly worked at,
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1 non-party Petco employee file documents and information, and Defendant's policy documentation.
2 Where a document or response consists of more than one page, the first page and each page on
3 which confidential information appears shall be so designated.

4 2. A party may designate documents, items, or information disclosed during a
5 deposition, in response to written discovery as "confidential" by so indicating in said response or on
6 the record at the deposition and requesting the preparation of a separate transcript of such material.
7 Additionally a party may designate in writing, within twenty (20) days after receipt of said responses
8 or of the deposition transcript for which the designation is proposed, that specific pages of the
9 transcript and/or specific responses be treated as "confidential" information. Any other party may
10 object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the
11 procedures described in paragraph 8 below. After any designation made according to the procedure
12 set forth in this paragraph, the designated documents or information shall be treated according to the
13 designation until the matter is resolved according to the procedures described in paragraph 8 below,
14 and counsel for all parties shall be responsible for making all previously unmarked copies of the
15 designated material in their possession or control with the specified designation.

16 3. All Confidential Information produced or exchanged in the course of this case (other
17 than information that is publicly available) shall be used by the party to whom the information is
18 produced solely for the purpose of this case.

19 4. Except with the prior written consent of other parties, or upon prior order of this
20 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to
21 any person other than:

22 (a) counsel for the respective parties to this litigation, including in-house counsel
23 and co-counsel retained for this litigation;

24 (b) employees of such counsel;

25 (c) individual defendants, class representatives, any officer or employee of a
26 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

27 (d) consultants or expert witnesses retained for the prosecution or defense of this
28 litigation, provided that each such person shall execute a copy of the Certification annexed to this

1 Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the Confidential
2 Information and made available for inspection by opposing counsel during the pendency or after the
3 termination of the action only upon good cause shown and upon order of the Court) before being
4 shown or given any Confidential Information;

5 (e) any authors or recipients of the Confidential Information;

6 (f) the Court, Court personnel, and court reporters; and

7 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall
8 sign the Exhibit A Certification before being shown a confidential document. Confidential
9 Information may be disclosed to a witness who will not sign the Certification only in a deposition at
10 which the party who designated the Confidential Information is represented or has been given notice
11 that Confidential Information shall be designated “Confidential” pursuant to paragraph 2 above.
12 Witnesses shown Confidential Information shall not be allowed to retain copies.

13 5. Any persons receiving Confidential Information shall not reveal or discuss such
14 information to or with any person who is not entitled to receive such information, except as set forth
15 herein.

16 See order issued
concurrently herewith

~~6. No party or shall file or submit for filing as part of the court record any documents
it first obtaining leave of court. Notwithstanding any agreement among the parties,
to file a paper under seal bears the burden of overcoming the presumption in favor
of public access to papers filed in court.~~

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20 7. A party may designate as “Confidential” documents or discovery materials produced
21 by a non-party by providing written notice to all parties of the relevant document numbers or other
22 identification within thirty (30) days after receiving such documents or discovery materials. Any
23 party may voluntarily disclose to others without restriction any information designated by that party
24 as confidential, although a document may lose its confidential status if it is made public.

25 8. If a party contends that any material is not entitled to confidential treatment, such
26 party may at any time give written notice to the party or who designated the material. The party who
27 designated the material shall have twenty-five (25) days from the receipt of such written notice to
28 apply to the Court for an order designating the material as confidential. The party seeking the order

1 has the burden of establishing that the document is entitled to protection.

2 9. Notwithstanding any challenge to the designation of material as Confidential
3 Information, all documents or items shall be treated as such and shall be subject to the provisions
4 hereof unless and until one of the following occurs:

5 (a) the party that claims that the material is Confidential Information withdraws
6 such designation in writing; or

7 (b) the party that claims that the material is Confidential Information fails to
8 apply to the Court for an order designating the material confidential within the time period specified
9 above after receipt of a written challenge to such designation; or

10 (c) the Court rules the material is not confidential.

11 10. All provisions of this Order restricting the communication or use of Confidential
12 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed
13 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Information,
14 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall
15 either (a) return such documents or items no later than thirty (30) days after conclusion of this action
16 to counsel for the party who provided such information, or (b) destroy such documents within the
17 time period upon consent of the party who provided the information and certify in writing within
18 thirty (30) days that the documents have been destroyed.

19 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
20 of documents at trial.

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12. Nothing herein shall be deemed to waive any applicable privilege or work product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege or work product protection.

Dated: April 10, 2017

Dated: April 10, 2017

Respectfully submitted,

Respectfully submitted,

/s/ Angela Lizada

/s/ Timothy Roehrs

ANGELA J. LIZADA, ESQ.
LIZADA LAW FIRM, LTD.

RICK D. ROSKELLEY, ESQ.
TIMOTHY W. ROEHRS, ESQ.
LITTLER MENDELSON, P.C.

Attorney for Plaintiff
BRITTANY STANLEY

Attorneys for Defendant
PETCO ANIMAL SUPPLIES STORE, INC.

ORDER

IT IS SO ORDERED.

Dated: April 11, 2017.


United States Magistrate Judge

Exhibit Index

A Certification

EXHIBIT A

Certification

EXHIBIT A

1 EXHIBIT A

2 CERTIFICATION

3 I hereby certify my understanding that Confidential Information is being provided to
4 me pursuant to the terms and restrictions of the Protective Order in *Brittany Stanley v.*
5 *Petco Animal Supplies Stores, Inc.*, Case No. 2:16-CV-03029-JAD-NJK. I have been given a
6 copy of that Order and read it. I agree to be bound by the Order. I will not reveal the
7 Confidential Information to anyone, except as allowed by the Order. I will maintain all
8 such Confidential Information – including copies, notes, or other transcriptions made
9 therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty
10 (30) days after the conclusion of this action, I will return the Confidential Information –
11 including copies, notes or other transcriptions made therefrom – to the counsel who
12 provided me with the Confidential Information. I hereby consent to the jurisdiction of the
13 United States District Court for the purpose of enforcing the Protective Order.

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16 DATED: _____
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