

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Yaritza Felix v. Costco Wholesale Corporation, et al.

Yaritza Felix v. Costco Wholesale Corporation, No. 1:25-cv-01271-JLT-SAB (E.D. Cal. Dec. 10, 2025) · No.
1:25-cv-01271-JLT-SAB · Decided December 10, 2025

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 9 EASTERN DISTRICT OF
CALIFORNIA 10 YARITZA FELIX, Case No. 1:25-cv-01271-JLT-SAB 11 Plaintiff, ORDER
REGARDING STIPULATED 12 PROTECTIVE ORDER v. 13 (ECF No. 12) COSTCO
WHOLESALE CORPORATION, 14 et al., 15 Defendants. 16 17 Defendants COSTCO
WHOLESALE CORPORATION, CLUB DEMONSTRATION 18 SERVICES, INC., KELLEE
SALCEDO and Plaintiff YARITZA FELIX (“parties”) hereby 19 stipulate and agree to the entry
of the following protective order: 20 1.

PURPOSES AND LIMITATIONS 21 Disclosure and discovery in this action are likely to involve
production of confidential, 22 proprietary, or private information for which special protection
from public disclosure and from 23 use for any purpose other than prosecuting this litigation may
be warranted.

Accordingly, the 24 parties hereby stipulate to and petition the court to enter the following
Stipulated Protective 25 Order. The parties acknowledge this Order does not confer blanket
protections on all disclosures 26 or responses to discovery and that the protection it affords from
public disclosure and use 27 extends only to the limited information or items that are entitled to
confidential treatment under the applicable legal principles.

The parties further acknowledge, as set forth in Section 12.3, 1 below, this Stipulated Protective
Order does not entitle them to file confidential information 2 under seal; and they must follow the
court’s procedures and seek permission from the court to 3 file material under seal. 4 2.
DEFINITIONS 5 2.1 Challenging Party: a Party or Non-Party that challenges the designation of 6
information or items under this Order.

7 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how 8 it is generated,
stored or maintained) or tangible things that qualify for protection under Federal 9 Rule of Civil
Procedure 26(c). 10 2.3 Counsel (without qualifier): Outside Counsel of Record and House 11
Counsel (as well as their support staff). 12 2.4 Designating Party: a Party or Non-Party that
designates information or 13 items that it produces in disclosures or in responses to discovery as
“CONFIDENTIAL.” 14 2.5 Disclosure or Discovery Material: all items or information, regardless
of 15 the medium or manner in which it is generated, stored, or maintained (including, among

other 16 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures 17 or responses to discovery in this matter.

18 2.6 Expert: a person with specialized knowledge or experience in a matter 19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert 20 witness or as a consultant in this action. 21 2.7 House Counsel: attorneys who are employees of a party to this action. 22 House Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association, or 24 other legal entity not named as a Party to this action. 25 2.9 Outside Counsel of Record: attorneys who are retained to represent or 26 advise a party to this action and have appeared in this action on behalf of that party or are 27 affiliated with a law firm which has appeared on behalf of that party.

1 employees, consultants, retained experts, and Outside Counsel of Record (and their support 2 staffs). 3 2.11 Producing Party: a Party or Non-Party that produces Disclosure or 4 Discovery Material in this action. 5 2.12 Professional Vendors: persons or entities that provide litigation support 6 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and 7 organizing, storing, or retrieving data in any form or medium) and their employees.

8 2.13 Protected Material: any Disclosure or Discovery Material that is 9 designated as "CONFIDENTIAL." 10 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material 11 from a Producing Party. 12 3. SCOPE 13 The protections conferred by this Stipulation and Order cover not only Protected Material 14 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) 15 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, 16 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

17 However, the protections conferred by this Stipulation and Order do not cover the following 18 information: (a) any information that is in the public domain at the time of disclosure to a 19 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as 20 a result of publication not involving a violation of this Order, including becoming part of the 21 public record through trial or otherwise; and (b) any information known to the Receiving Party 22 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who 23 obtained the information lawfully and under no obligation of confidentiality to the Designating 24 Party.

Any use of Protected Material at trial shall be governed by a separate agreement or order. 25 4. DURATION 26 After final disposition of this litigation, the confidentiality obligations imposed by this 27 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court

order 1 defenses in this action, with or without prejudice; and (2) final judgment herein after the 2 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, 3 including the time limits for filing any motions or applications for extension of time pursuant to 4 applicable law.

5 5. DESIGNATING PROTECTED MATERIAL 6 5.1 Exercise of Restraint and Care in Designating Material for Protection. 7 Each Party or Non-Party that designates information or items for protection under this Order 8 must take care to limit any such designation to specific material that qualifies under the 9 appropriate standards.

The Designating Party must designate for protection only those parts of 10 material, documents, items, or oral or written communications that qualify – so that other 11 portions of the material, documents, items, or communications for which protection is not 12 warranted are not swept unjustifiably within the ambit of this Order. 13 Mass, indiscriminate, or routinized designations are prohibited.

Designations that are 14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to 15 unnecessarily encumber or retard the case development process or to impose unnecessary 16 expenses and burdens on other parties) expose the Designating Party to sanctions. 17 If it comes to a Designating Party’s attention that information or items that it designated 18 for protection do not qualify for protection, that Designating Party must promptly notify all other 19 Parties that it is withdrawing the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this 21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, 22 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so 23 designated before the material is disclosed or produced. 24 Designation in conformity with this Order requires: 25 (a) For information in documentary form (e.g., paper or electronic documents, but 26 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing 27 Party affix the legend “CONFIDENTIAL” to each page that contains protected material.

If only 1 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the 2 margins). 3 A Party or Non-Party that makes original documents or materials available for inspection 4 need not designate them for protection until after the inspecting Party has indicated which 5 material it would like copied and produced. During the inspection and before the designation, all 6 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the 7 inspecting Party has identified the documents it wants copied and produced, the Producing Party 8 must determine which documents, or portions thereof, qualify for protection under this Order.

9 Then, before producing the specified documents, the Producing Party must affix the 10
“CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or 11
portions of the material on a page qualifies for protection, the Producing Party also must clearly
12 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

13 (b) for testimony given in deposition or in other pretrial or trial proceedings, that 14 the
Designating Party identify on the record, before the close of the deposition, hearing, or other 15
proceeding, all protected testimony. 16 (c) for information produced in some form other than
documentary and for any 17 other tangible items, that the Producing Party affix in a prominent
place on the exterior of the 18 container or containers in which the information or item is stored
the legend 19 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
protection, 20 the Producing Party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 22 failure to designate
qualified information or items does not, standing alone, waive the 23 Designating Party’s right to
secure protection under this Order for such material. Upon timely 24 correction of a designation,
the Receiving Party must make reasonable efforts to assure that the 25 material is treated in
accordance with the provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 27 6.1 Timing of Challenges.
Any Party or Non-Party may challenge a 1 confidentiality designation is necessary to avoid
foreseeable, substantial unfairness, unnecessary 2 economic burdens, or a significant disruption or
delay of the litigation, a Party does not waive its 3 right to challenge a confidentiality designation
by electing not to mount a challenge promptly 4 after the original designation is disclosed.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 6 resolution process by
providing written notice of each designation it is challenging and 7 describing the basis for each
challenge. To avoid ambiguity as to whether a challenge has been 8 made, the written notice must
recite that the challenge to confidentiality is being made in 9 accordance with this specific
paragraph of the Protective Order.

The parties shall attempt to 10 resolve each challenge in good faith and must begin the process by
conferring directly (in voice 11 to voice dialogue; other forms of communication are not
sufficient) within 14 days of the date of 12 service of notice.

In conferring, the Challenging Party must explain the basis for its belief that 13 the confidentiality
designation was not proper and must give the Designating Party an 14 opportunity to review the
designated material, to reconsider the circumstances, and, if no change 15 in designation is
offered, to explain the basis for the chosen designation. A Challenging Party 16 may proceed to
the next stage of the challenge process only if it has engaged in this meet and 17 confer process

first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.

Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

In addition, the Challenging Party may file a motion challenging a designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph. The burden of persuasion in any such challenge proceeding shall be on the Designating Party.

Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order.

When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to: (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of

said Outside Counsel of Record to whom it is reasonably necessary to disclose the 26 information for this litigation and who have signed the “Acknowledgment and Agreement to Be 27 Bound” that is attached hereto as Exhibit A; 1 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have 2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 3 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is 4 reasonably necessary for this litigation and who have signed the “Acknowledgment and 5 Agreement to Be Bound” (Exhibit A); 6 (d) the court and its personnel; 7 (e) court reporters and their staff, professional jury or trial consultants, mock 8 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation 9 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 10 (f) during their depositions, witnesses in the action to whom disclosure is 11 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” 12 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

Pages of 13 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be 14 separately bound by the court reporter and may not be disclosed to anyone except as permitted 15 under this Stipulated Protective Order. 16 (g) the author or recipient of a document containing the information or a 17 custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 18 OTHER LITIGATION 19 If a Party is served with a subpoena or a court order issued in other litigation that compels 20 disclosure of information or items designated in this action as “CONFIDENTIAL,” that Party 21 must: 22 (a) promptly notify in writing the Designating Party. Such notification shall 23 include a copy of the subpoena or court order; 24 (b) promptly notify in writing the party who caused the subpoena or order to issue 25 in the other litigation that some or all of the material covered by the subpoena or order is subject 26 to this Protective Order.

Such notification shall include a copy of this Stipulated Protective 27 Order; and 1 (c) cooperate with respect to all reasonable procedures sought to be pursued by 2 the Designating Party whose Protected Material may be affected. 3 If the Designating Party timely seeks a protective order, the Party served with the 4 subpoena or court order shall not produce any information designated in this action as 5 “CONFIDENTIAL” before a determination by the court from which the subpoena or order 6 issued, unless the Party has obtained the Designating Party’s permission.

The Designating Party 7 shall bear the burden and expense of seeking protection in that court of its confidential material – 8 and nothing in these provisions should be construed as authorizing or encouraging a Receiving 9 Party in this action to disobey a lawful directive from another court. 10

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 11 IN THIS LITIGATION 12 (a) The terms of this Order are applicable to information produced by a Non-

Party 13 in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties 14 in connection with this litigation is protected by the remedies and relief provided by this Order.

15 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking 16 additional protections. 17 (b) In the event that a Party is required, by a valid discovery request, to produce a 18 Non-Party’s confidential information in its possession, and the Party is subject to an agreement 19 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall: 20 (1) promptly notify in writing the Requesting Party and the Non-Party that some 21 or all of the information requested is subject to a confidentiality agreement with a Non-Party; 22 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order 23 in this litigation, the relevant discovery request(s), and a reasonably specific description of the 24 information requested; and 25 (3) make the information requested available for inspection by the Non-Party.

26 (c) If the Non-Party fails to object or seek a protective order from this court 27 within 14 days of receiving the notice and accompanying information, the Receiving Party may 1 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information 2 in its possession or control that is subject to the confidentiality agreement with the Non-Party 3 before a determination by the court.

Absent a court order to the contrary, the Non-Party shall 4 bear the burden and expense of seeking protection in this court of its Protected Material. 5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 7 Protected Material to any person or in any circumstance not authorized under this Stipulated 8 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating 9 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of 10 the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were 11 made of all the terms of this Order, and (d) request such person or persons to execute the 12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. 13 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 14 PROTECTED MATERIAL 15 When a Producing Party gives notice to Receiving Parties that certain inadvertently 16 produced material is subject to a claim of privilege or other protection, the obligations of the 17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This 18 provision is not intended to modify whatever procedure may be established in an e-discovery 19 order that provides for production without prior privilege review.

Pursuant to Federal Rule of 20 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a 21 communication or information covered by the attorney-client

privilege or work product 22 protection, the parties may incorporate their agreement in the stipulated protective order 23 submitted to the court. 24 12. MISCELLANEOUS 25 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 26 person to seek its modification by the court in the future. 27 12.2 Right to Assert Other Objections. By stipulating to the entry of this 1 producing any information or item on any ground not addressed in this Stipulated Protective 2 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of 3 the material covered by this Protective Order.

4 12.3 Filing Protected Material. Without written permission from the 5 Designating Party or a court order secured after appropriate notice to all interested persons, a 6 Party may not file in the public record any Protected Material. Protected Material may only be 7 filed under seal pursuant to a court order authorizing the sealing of the specific Protected 8 Material at issue.

9 13. FINAL DISPOSITION 10 Within 60 days after the final disposition of this action, as defined in paragraph 4, each 11 Receiving Party must return all Protected Material to the Producing Party or destroy such 12 material.

As used in this subdivision, “all Protected Material” includes all copies, abstracts, 13 compilations, summaries, and any other format reproducing or capturing any of the Protected 14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must 15 submit a written certification to the Producing Party (and, if not the same person or entity, to the 16 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all 17 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has 18 not retained any copies, abstracts, compilations, summaries or any other format reproducing or 19 capturing any of the Protected Material.

Notwithstanding this provision, Counsel are entitled to 20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work 22 product, and consultant and expert work product, even if such materials contain Protected 23 Material.

Any such archival copies that contain or constitute Protected Material remain subject to 24 this Protective Order as set forth in Section 4 (DURATION). 25 26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 27 1 | Dated: 12/9/2025 BV LAW GROUP, APLC 2 By: /S/ E ouhen | / arog 3 Rouben Varozian 4 Attorneys for Plaintiff YARITZA FELIX 5 6 | Dated: 12/9/2025 FREEMAN MATHIS & GARY, LLP 7 LE.

By: ZO CC — 8 Nathaniel L. Dunn 9 Attorneys for Defendants COSTCO WHOLESALE CORPORATION and 10 KELLEE SALCEDO Dated: December 9, 2025 LEWIS BRISBOIS BISGAARD AND SMITH LLP By: 13 Rachel Ostrander 14 Attorneys for Defendant CLUB

DEMONSTRATION SERVICES, INC. 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A
2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I,
_____ [print or type full name], of _____ 4 [print or
type full address], declare under penalty of perjury that I have read in its entirety and 5 understand
the Stipulated Protective Order that was issued by the United States District Court for 6 the
Eastern District of California in the case of Yaritza Felix v. Costco Wholesale Corporation, et 7 al.,
1:25-cv-01271-JLT-SAB.

I agree to comply with and to be bound by all the terms of this 8 Stipulated Protective Order and I
understand and acknowledge that failure to so comply could 9 expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will 10 not disclose in any
manner any information or item that is subject to this Stipulated Protective 11 Order to any person
or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the 13
Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective
14 Order, even if such enforcement proceedings occur after termination of this action. 15 16 I
hereby appoint _____ [print or type full name] of 17
_____ [print or type full address and telephone 18
number] as my California agent for service of process in connection with this action or any 19
proceedings related to enforcement of this Stipulated Protective Order.

20 21 Date: _____ 22 City and State where sworn and
signed: _____ 23 24 Printed name:
_____ 25 26 Signature:

27 1 COURT ORDER ENTERING STIPULATED
PROTECTIVE ORDER 2 Pursuant to the stipulation of the parties and good cause appearing, IT
IS HEREBY 3 | ORDERED that: 4 1.

The above stipulated protective order is ENTERED; 5 2. The provisions of the parties' stipulation
and this protective order shall remain in 6 effect until further order of the Court; 7 3. The parties
are advised that pursuant to the Local Rules of the United States 8 District Court, Eastern District
of California, any documents which are to be filed 9 under seal will require a written request
which complies with Local Rule 141; 10 4.

The party making a request to file documents under seal shall be required to show 11 either good
cause or compelling reasons to seal the documents, depending on the 12 type of filing, Pintos v.
Pac. Creditors Ass'n, 605 F.3d 665, 677-78 (9th Cir. 13 2009); Ctr. for Auto Safety v. Chrysler
Grp., LLC, 809 F.3d 1092, 1101 (9th Cir. 14 2016); 15 5. If a party's request to file Protected
Material under seal is denied by the Court, 16 then the previously filed material shall be
immediately accepted by the Court and 17 become information in the public record and the

information will be deemed filed 18 as of the date that the request to file the Protected Information under seal was 19 made; and 20 6.

Additionally, the parties shall consider resolving any dispute arising under the 21 protective order according to the Court's informal discovery dispute procedure. 22 73 IT IS SO ORDERED. OF. nf Se 24 | Dated: _December 10, 2025 _ OO STANLEY A. BOONE 25 United States Magistrate Judge 26 27 28