

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Peter Attia v. Ouraring Inc., et al.

Attia · No. 23-cv-03433-HSG (LJC) · Decided October 21, 2025

SUMMARY

The United States District Court for the Northern District of California denied Plaintiff Peter Attia’s request to depose Oura Health’s Chief Legal Officer and Corporate Secretary and to obtain his communications with Oura board members and employees. The Court held that the attorney-client privilege had not been waived and that the requested discovery was not proportional because relevant information could be obtained from other witnesses. The denial was without prejudice to renewal if later discovery identified nonduplicative information or a specific communication that waived privilege.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Lisa J. Cisneros
JURISDICTION	United States District Court for the Northern District of California
DECIDED	October 21, 2025
DOCKET	23-cv-03433-HSG (LJC)
DISPOSITION	other
PROCEDURAL POSTURE	The parties submitted a joint discovery letter concerning Plaintiff's request to depose Defendant Oura Health's chief legal officer and corporate secretary and to obtain his communications with Oura's board members and employees.
STANDARD OF REVIEW	Discovery is governed by Federal Rule of Civil Procedure 26(b)(1), including relevance, nonprivilege, proportionality, and consideration of whether the information can be obtained from a less burdensome source. The court may limit discovery under Rule 26(b)(2)(C) and issue protective orders under Rule 26(c)(1).
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

discovery dispute

attorney client privilege

privilege

civil procedure

breach of contract

PRACTICE AREAS

civil procedure

discovery

attorney-client privilege

commercial litigation

contracts

QUESTIONS PRESENTED

1. Whether Plaintiff could depose Oura Health's chief legal officer and corporate secretary concerning the alleged stock option agreement and Plaintiff's accusations against Oura's board.
2. Whether Oura had waived attorney-client privilege over Campinha-Bacote's communications with Oura board members and employees by submitting his declarations.
3. Whether the requested deposition and document production were relevant, proportional, nonduplicative, and necessary under Federal Rule of Civil Procedure 26.

HOLDINGS

1. The Shelton test for depositions of opposing trial counsel did not apply because Campinha-Bacote was Oura Health's in-house legal officer and was not shown to be litigation counsel in the pending case.
2. Campinha-Bacote's general statements that he was aware of Defendants' defenses and believed Plaintiff had attempted to undermine the board did not waive attorney-client privilege over his communications with Defendants' board members and employees.
3. The requested deposition and production of Campinha-Bacote's communications were not permissible because Plaintiff had not shown that the discovery was proportional, nonduplicative, nonprivileged, or necessary when the information could be obtained from other witnesses.

KEY QUOTATIONS

“Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” (Legal Standard)

“Privileged communications do not become discoverable simply because they are related to issues raised in the litigation.” (Analysis)

FACTUAL BACKGROUND

Plaintiff alleged that Oura's former chief executive officer promised him stock options and that he signed a stock option agreement in February 2019 in exchange for advisory services and promotion of Oura products. Oura disputed that its board authorized the agreement and asserted defenses including invalidity, unclean hands, and estoppel. Campinha-Bacote, who became Oura Health's general counsel in 2020 and chief legal officer and corporate secretary in 2024, submitted declarations addressing the alleged agreement and Plaintiff's accusations

against Oura's board. Plaintiff sought his deposition and communications with board members and employees, but other witnesses had been or would be examined on the same issues.

PROCEDURAL HISTORY

Plaintiff sued Oura entities over an alleged stock option agreement. During discovery, Plaintiff sought to depose Avonte Campinha-Bacote and obtain communications relating to his declarations about the alleged agreement and Plaintiff's conduct toward Oura's board. The court denied the requests without prejudice and ordered Defendants not to rely on Campinha-Bacote's testimony concerning the validity of the option agreement or Plaintiff's friction with the board at summary judgment or trial.

DISPOSITION

other

REMAND INSTRUCTIONS

The discovery requests were denied without prejudice. Plaintiff may renew the request if subsequent discovery reveals that the requested information is not unreasonably cumulative or duplicative, or if Plaintiff identifies particular communications whose disclosure waived attorney-client privilege. Defendants are held to their agreement not to rely on Campinha-Bacote's testimony concerning the validity of the stock option agreement or Plaintiff's friction with the board at summary judgment or trial.

CASES CITED

- Graff v. Hunt & Henriques, No. C 08-0908, 2008 WL 2854517, at *1 (N.D. Cal. July 23, 2008)
- Shelton v. American Motors Corporation, 805 F.2d 1323, 1327 (8th Cir. 1986)
- Serenity Investments v. Sun Hung Strategic Capital, No. 22-cv-01623, 2024 WL 517870, at *5 (N.D. Cal. Feb. 9, 2024)
- Phelan v. City of San Diego, No. 15cv1678, 2016 WL 4169128, at *2 (S.D. Cal. Aug. 5, 2016)
- Mass. Mut. Life Ins. Co. v. Cerf, 177 F.R.D. 472, 479 (N.D. Cal. 1998)
- In re California Pub. Utilities Comm'n, 892 F.2d 778, 781 (9th Cir. 1989)
- Transamerica Title Ins. Co. v. Superior Ct., 188 Cal. App. 3d 1047, 1052-53 (1986)
- Garcia v. Progressive Choice Ins. Co., No. 11-CV-466, 2012 WL 3113172, at *4 (S.D. Cal. July 30, 2012)
- S. Cal. Gas Co. v. Pub. Utils. Comm'n, 50 Cal. 3d 31, 40 (1990)
- Century Aluminum Co. v. AGCS Marine Ins. Co., 285 F.R.D. 468, 471 n.2 (N.D. Cal. 2012)
- AdTrader, Inc. v. Google LLC, 405 F. Supp. 3d 862, 866 (N.D. Cal. 2019)