

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BRYAN CAVE LLP  
120 BROADWAY, SUITE 300  
SANTA MONICA, CA 90301

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GABINO ALVAREZ,  
Plaintiff,  
vs.  
WALGREEN CO., a corporation and  
DOES 1-19, INCLUSIVE,  
Defendants.

Case No. 2:14-cv-09626-SJO-AGR  
(Los Angeles County Superior Court  
Case No. BC562021)

**STIPULATED PROTECTIVE  
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth in  
2 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a party  
5 seeks permission from the court to file material under seal.

6  
7 **B. GOOD CAUSE STATEMENT**

8 This action is likely to involve customer and employee personnel information,  
9 and/or other proprietary information for which special protection from public  
10 disclosure and from use for any purpose other than prosecution of this action is  
11 warranted because the information implicates privacy rights of third parties. The  
12 action may also involve other confidential and/or proprietary business information  
13 that is otherwise generally unavailable to the public, or which may be privileged or  
14 otherwise protected from disclosure under state or federal statutes, court rules, case  
15 decisions, or common law. Accordingly, to expedite the flow of information, to  
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
17 to adequately protect information the parties are entitled to keep confidential, to  
18 ensure that the parties are permitted reasonable necessary uses of such material in  
19 preparation for and in the conduct of trial, to address their handling at the end of the  
20 litigation, and serve the ends of justice, a protective order for such information is  
21 justified in this matter. It is the intent of the parties that information will not be  
22 designated as confidential for tactical reasons and that nothing be so designated  
23 without a good faith belief that it has been maintained in a confidential, non-public  
24 manner, and there is good cause why it should not be part of the public record of this  
25 case.

26  
27 **2. DEFINITIONS**

28 **2.1 Action:** This pending federal law suit.

1           2.2    Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3           2.3    "CONFIDENTIAL" Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
6 the Good Cause Statement.

7           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.5    Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 "CONFIDENTIAL."

12          2.6    Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained  
14 (including, among other things, testimony, transcripts, and tangible things), that  
15 are produced or generated in disclosures or responses to discovery in this matter.

16          2.7    Expert: a person with specialized knowledge or experience in a  
17 matter pertinent to the litigation who has been retained by a Party or its counsel to  
18 serve as an expert witness or as a consultant in this Action.

19          2.8    House Counsel: Attorneys who are employees of a party to this  
20 Action. House Counsel does not include Outside Counsel of Record or any other  
21 outside counsel.

22          2.9    Non-Party: any natural person, partnership, corporation,  
23 association, or other legal entity not named as a Party to this action.

24          2.10   Outside Counsel of Record: Attorneys who are not employees of a  
25 party to this Action but are retained to represent or advise a party to this Action  
26 and have appeared in this Action on behalf of that party or are affiliated with a law  
27 firm which has appeared on behalf of that party, and includes support staff.  
28

1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and  
3 their support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation  
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
8 or demonstrations, and organizing, storing, or retrieving data in any form or  
9 medium) and their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as "CONFIDENTIAL."

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
13 Material from a Producing Party.

14  
15 3.       SCOPE

16           The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21           Any use of Protected Material at trial shall be governed by the orders of the  
22 trial judge. This Order does not govern the use of Protected Material at trial.

23  
24 4.       DURATION

25           Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and  
2 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  
4 pursuant to applicable law.

5  
6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under  
9 this Order must take care to limit any such designation to specific material that  
10 qualifies under the appropriate standards. The Designating Party must designate  
11 for protection only those parts of material, documents, items, or oral or written  
12 communications that qualify so that other portions of the material, documents,  
13 items, or communications for which protection is not warranted are not swept  
14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited.

16 Designations that are shown to be clearly unjustified or that have been made for an  
17 improper purpose (e.g., to unnecessarily encumber the case development process  
18 or to impose unnecessary expenses and burdens on other parties) may expose the  
19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party  
22 must promptly notify all other Parties that it is withdrawing the inapplicable  
23 designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
27 protection under this Order must be clearly so designated before the material is  
28 disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
6 contains protected material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for  
10 inspection need not designate them for protection until after the inspecting Party  
11 has indicated which documents it would like copied and produced. During the  
12 inspection and before the designation, all of the material made available for  
13 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
14 identified the documents it wants copied and produced, the Producing Party must  
15 determine which documents, or portions thereof, qualify for protection under this  
16 Order. Then, before producing the specified documents, the Producing Party must  
17 affix the "CONFIDENTIAL legend" to each page that contains Protected Material.  
18 If only a portion or portions of the material on a page qualifies for protection, the  
19 Producing Party also must clearly identify the protected portion(s) (e.g., by  
20 making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party  
22 identify the Disclosure or Discovery Material on the record, before the close of the  
23 deposition all protected testimony.

24 (c) for information produced in some form other than documentary  
25 and for any other tangible items, that the Producing Party affix in a prominent  
26 place on the exterior of the container or containers in which the information is  
27 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
28

1 information warrants protection, the Producing Party, to the extent practicable,  
2 shall identify the protected portion(s).

3       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9  
10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14       6.2 Meet and Confer. The Challenging Party shall initiate the  
15 dispute resolution process under Local Rule 37.1 et seq.

16       6.3 The burden of persuasion in any such challenge proceeding shall be  
17 on the Designating Party. Frivolous challenges, and those made for an improper  
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
19 parties) may expose the Challenging Party to sanctions. Unless the Designating  
20 Party has waived or withdrawn the confidentiality designation, all parties shall  
21 continue to afford the material in question the level of protection to which it is  
22 entitled under the Producing Party's designation until the Court rules on the  
23 challenge.

24  
25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26       7.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection with  
28 this Action only for prosecuting, defending, or attempting to settle this Action.



1 Such Protected Material may be disclosed only to the categories of persons and  
2 under the conditions described in this Order. When the Action has been  
3 terminated, a Receiving Party must comply with the provisions of section 13  
4 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party,  
10 a Receiving Party may disclose any information or item designated  
11 "CONFIDENTIAL" only to:

12 (a) the Receiving Party's Outside Counsel of Record in this  
13 Action, as well as employees of said Outside Counsel of Record to whom it is  
14 reasonably necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House  
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
17 this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to  
19 whom disclosure is reasonably necessary for this Action and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this Action  
25 and who have signed the "Acknowledgment and Agreement to Be Bound"  
26 (Exhibit A);



1 (g) the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew the  
3 information;

4 (h) during their depositions, witnesses ,and attorneys for witnesses,  
5 in the Action to whom disclosure is reasonably necessary provided: (1) the  
6 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
7 and (2) they will not be permitted to keep any confidential information unless they  
8 sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless  
9 otherwise agreed by the Designating Party or ordered by the court. Pages of  
10 transcribed deposition testimony or exhibits to depositions that reveal Protected  
11 Material may be separately bound by the court reporter and may not be disclosed  
12 to anyone except as permitted under this Stipulated Protective Order; and

13 (i) any mediator or settlement officer, and their supporting  
14 personnel, mutually agreed upon by any of the parties engaged in settlement  
15 discussions.

16  
17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 "CONFIDENTIAL," that Party must:

22 (a) promptly notify in writing the Designating Party. Such  
23 notification shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena  
25 or order to issue in the other litigation that some or all of the material covered by  
26 the subpoena or order is subject to this Protective Order. Such notification shall  
27 include a copy of this Stipulated Protective Order; and  
28

1 (c) cooperate with respect to all reasonable procedures sought to  
2 be pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served  
4 with the subpoena or court order shall not produce any information designated in  
5 this action as "CONFIDENTIAL" before a determination by the court from which  
6 the subpoena or order issued, unless the Party has obtained the Designating Party's  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this  
10 Action to disobey a lawful directive from another court.

11  
12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced  
15 by a Non-Party in this Action and designated as "CONFIDENTIAL." Such  
16 information produced by Non-Parties in connection with this litigation is protected  
17 by the remedies and relief provided by this Order. Nothing in these provisions  
18 should be construed as prohibiting a Non-Party from seeking additional  
19 protections.

20 (b) In the event that a Party is required, by a valid discovery  
21 request, to produce a Non-Party's confidential information in its possession, and  
22 the Party is subject to an agreement with the Non-Party not to produce the Non-  
23 Party's confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the  
25 Non-Party that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the  
2 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection  
5 by the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court  
7 within 14 days of receiving the notice and accompanying information, the  
8 Receiving Party may produce the Non-Party's confidential information responsive  
9 to the discovery request. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that  
11 is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court. Absent a court order to the contrary, the Non-Party  
13 shall bear the burden and expense of seeking protection in this court of its  
14 Protected Material.

15  
16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has  
18 disclosed Protected Material to any person or in any circumstance not authorized  
19 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
20 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
21 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
22 the person or persons to whom unauthorized disclosures were made of all the terms  
23 of this Order, and (d) request such person or persons to execute the  
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
25 A.

26  
27  
28

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of  
10 disclosure of a communication or information covered by the attorney-client  
11 privilege or work product protection, the parties may incorporate their agreement  
12 in the stipulated protective order submitted to the court.

13  
14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of  
26 the specific Protected Material at issue. If a Party's request to file Protected  
27 Material under seal is denied by the court, then the Receiving Party may file the  
28 information in the public record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within  
3 60 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material. As  
5 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of  
7 the Protected Material. Whether the Protected Material is returned or destroyed,  
8 the Receiving Party must submit a written certification to the Producing Party  
9 (and, if not the same person or entity, to the Designating Party) by the 60 day  
10 deadline that (1) identifies (by category, where appropriate) all the Protected  
11 Material that was returned or destroyed and (2) affirms that the Receiving Party  
12 has not retained any copies, abstracts, compilations, summaries or any other  
13 format reproducing or capturing any of the Protected Material. Notwithstanding  
14 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
15 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
16 correspondence, deposition and trial exhibits, expert reports, attorney work  
17 product, and consultant and expert work product, even if such materials contain  
18 Protected Material. Any such archival copies that contain or constitute Protected  
19 Material remain subject to this Protective Order as set forth in Section 4  
20 (DURATION).

21  
22 14. Any violation of this Order may be punished by any and all appropriate  
23 measures including, without limitation, contempt proceedings and/or monetary  
24 sanctions.

25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 11, 2015

/s/ David J. Helman  
Attorneys for Plaintiff GABINO ALVAREZ  
attorney@heilmanlegal.com

DATED: May11, 2015

/s/ Leslier H. Helmer  
Attorneys for Defendant WALGREEN CO.  
lhhelmer@BryanCave.com

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 28, 2015



Alicia G. Rosenberg  
United States District/Magistrate Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], 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 Central District of California on [date] in the case of Gabino Alvarez vs. Walgreen Co., et al., Case No. 2:14-cv-09626-SJO-AGR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly 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 Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

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