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6 Attorneys for Defendant,
 7 WAL-MART STORES, INC.

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

10 WARREN MAURAN, an individual,
 11
 12 Plaintiff,

13 v.

14 WAL-MART STORES, INC., a
 15 Delaware Corporation; and DOES 1-
 16 10, business entities, DOES 11-20,
 individuals; DOES 21-30, inclusive,

17 Defendants

Case No. 2:16-cv-07808-RGK-JC

PROTECTIVE ORDER

[CHANGES MADE BY COURT]

18
 19 1. A. PURPOSES AND LIMITATIONS

20 As the parties have represented that discovery in this action is likely to
 21 involve production of confidential, proprietary, or private information for which
 22 special protection from public disclosure and from use for any purpose other than
 23 prosecuting this litigation may be warranted, this Court enters the following
 24 Protective Order. This Order does not confer blanket protections on all disclosures
 25 or responses to discovery. The protection it affords from public disclosure and use
 26 extends only to the limited information or items that are entitled to confidential
 27 treatment under the applicable legal principles. Further, as set forth in Section 12.3,
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1 below, this Protective Order does not entitle the parties to file confidential
2 information under seal. Rather, when the parties seek permission from the court to
3 file material under seal, the parties must comply with Civil Local Rule 79-5 and
4 with any pertinent orders of the assigned District Judge and Magistrate Judge.

5 B. GOOD CAUSE STATEMENT

6 The parties have represented that that discovery in this action is likely to
7 involve commercial, financial, and/or proprietary information for which special
8 protection from public disclosure and from use for any purpose other than
9 prosecution of this action is warranted. The parties have further represented that
10 such confidential and proprietary materials and information consist of, among other
11 things, confidential business or financial information, information regarding
12 confidential business practices, or other confidential commercial information
13 (including information implicating privacy rights of third parties), information
14 otherwise generally unavailable to the public, or which may be privileged or
15 otherwise protected from disclosure under state or federal statutes, court rules, case
16 decisions, or common law. Accordingly, to expedite the flow of information, to
17 facilitate the prompt resolution of disputes over confidentiality of discovery
18 materials, to adequately protect information the parties are entitled to keep
19 confidential, to ensure that the parties are permitted reasonable necessary uses of
20 such material in connection with this action, to address their handling at the end of
21 the litigation, and to serve the ends of justice, a protective order for such
22 information is justified in this matter. The parties shall not designate any
23 information/documents as confidential for tactical reasons and shall not designate
24 information/documents as confidential without a good faith belief that such
25 information/documents have been maintained in a confidential, non-public manner,
26 and that there is good cause or a compelling reason such information/documents
27 should not be part of the public record of this case.

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1 2. DEFINITIONS

2 2.1 Action: refers to the Complaint for Damages filed by Plaintiff against
3 WALMART on July 28, 2016 in the Superior Court of California, County of Los
4 Angeles, Case No. BC628471, and subsequently removed to the United States
5 District Court for the Central District of California, Case No. 2:16-cv-07808-RGK-
6 JC.

7 2.2 Challenging Party: a Party or Non-Party that challenges the
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,”
18 or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced
22 or generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action.

26 2.8 HIGHLY CONFIDENTIAL — ATTORNEY EYES ONLY:
27 information, including a formula, pattern, compilation, program, device, method,
28 technique, or process that: (1) derives independent economic value, actual or

1 potential, from not being generally known to the public or to other persons who can
2 obtain economic value from its disclosure; and (2) is the subject of efforts that are
3 reasonable under the circumstances to maintain its secrecy. This includes any
4 documents containing corporate trade secrets, nonpublic research and development
5 data, pricing formulas, prospective inventory management programs, confidential
6 business information not generally known to the general public, and customer-
7 related information.

8 2.9 HIGHLY CONFIDENTIAL – SOURCE CODE: information that is,
9 or includes, confidential, proprietary, or trade secret source code.

10 2.10 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.11 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 2.12 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party, and includes support staff.

19 2.13 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.15 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

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1 2.16 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY
3 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

4 2.17 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Order cover not only Protected Material (as
8 defined above), but also (1) any information copied or extracted from Protected
9 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
10 and (3) any deposition testimony, conversations, or presentations by Parties or their
11 Counsel that might reveal Protected Material, other than during a court hearing or at
12 trial.

13 Any use of Protected Material during a court hearing or at trial shall be
14 governed by the orders of the presiding judge. This Order does not govern the use
15 of Protected Material during a court hearing or at trial.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
21 with or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law.

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.

27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to
9 impose unnecessary expenses and burdens on other parties) may expose the
10 Designating Party to sanctions.

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions), that the Producing Party affix
22 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
23 legend"), to each page that contains protected material. If only a portion or portions
24 of the material on a page qualifies for protection, the Producing Party also must
25 clearly identify the protected portion(s) (e.g., by making appropriate markings in
26 the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix the
7 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
8 portion or portions of the material on a page qualifies for protection, the Producing
9 Party also must clearly identify the protected portion(s) (e.g., by making
10 appropriate markings in the margins).

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

14 (c) for information produced in some form other than documentary and
15 for any other tangible items, that the Producing Party affix in a prominent place on
16 the exterior of the container or containers in which the information is stored the
17 legend “CONFIDENTIAL.” If only a portion or portions of the information
18 warrants protection, the Producing Party, to the extent practicable, shall identify the
19 protected portion(s).

20 5.3 Inadvertent Failure to Designate. The inadvertent production by a
21 Producing Party of any Disclosure or Discovery Material without a “Confidential”
22 designation, shall be without prejudice to any claim that such Disclosure or
23 Discovery Material is “Confidential” and such Producing Party shall not be held to
24 have waived any rights by such inadvertent production. In the event that any
25 Disclosure or Discovery Material that is subject to a “Confidential” designation is
26 inadvertently produced without such designation, the Producing Party shall give
27 written notice of such inadvertent production within twenty-one (21) days of
28 discovery of the inadvertent production, together with a further copy of the subject

1 Disclosure or Discovery Material designated as “Confidential” (the “Inadvertent
2 Production Notice”). Upon receipt of such Inadvertent Production Notice, the
3 Receiving Party shall promptly destroy the inadvertently produced Disclosure or
4 Discovery Material and all copies thereof, or, at the expense of the Producing Party,
5 return such together with all copies of such Disclosure or Discovery Material to
6 counsel for the Producing Party and shall retain only the “Confidential” designated
7 Disclosure or Discovery Material. Should the Receiving Party choose to destroy
8 such inadvertently produced Disclosure or Discovery Material, the Receiving Party
9 shall notify the Producing Party in writing of such destruction within ten (10) days
10 of receipt of the Inadvertent Production Notice. This provision is not intended to
11 apply to any inadvertent production of any information protected by attorney-client
12 or work product privileges. In the event that this provision conflicts with any
13 applicable law regarding waiver of confidentiality through the inadvertent
14 production of Disclosure or Discovery Material, such law shall govern.

15 The disclosure or production of any documents subject to a legally
16 recognized claim of privilege (including, without limitation, the attorney-client
17 privilege, work-product doctrine, or other applicable privilege) shall be protected
18 and excluded from argument from any party that:

- 19 (a) the disclosure was not inadvertent by the Producing Party;
20 (b) the Producing Party did not take reasonable steps to prevent the
21 disclosure of privileged documents;
22 (c) the Producing Party did not take reasonable or timely steps to rectify
23 such disclosure; and/or
24 (d) such disclosure acts as a waiver of applicable privileges or protections
25 associated with such documents.

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the Designating
11 Party has waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it is
13 entitled under the Producing Party’s designation until the Court rules on the
14 challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use designated material only
17 for this litigation. Designated material may be disclosed only to the categories of
18 persons and under the conditions described in this Order.

19 7.2 Disclosure of CONFIDENTIAL Material Without Further Approval.
20 Unless otherwise ordered by the Court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any material designated CONFIDENTIAL
22 only to:

23 (a) The Receiving Party’s Outside Counsel of Record in this action and
24 employees of Outside Counsel of Record to whom disclosure is reasonably
25 necessary;

26 (b) The officers, directors, and employees of the Receiving Party to whom
27 disclosure is reasonably necessary, and who have signed the Agreement to Be
28 Bound (Exhibit A);

1 (c) Experts retained by the Receiving Party's Outside Counsel of Record
2 to whom disclosure is reasonably necessary, and who have signed the Agreement to
3 Be Bound (Exhibit A);

4 (d) The Court and its personnel;

5 (e) Outside court reporters and their staff, professional jury or trial
6 consultants, and professional vendors to whom disclosure is reasonably necessary,
7 and who have signed the Agreement to Be Bound (Exhibit A);

8 (f) During their depositions, witnesses in the action to whom disclosure is
9 reasonably necessary and who have signed the Agreement to Be Bound (Exhibit
10 A);

11 (g) The author or recipient of a document containing the material, or a
12 custodian or other person who otherwise possessed or knew the information; and

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

15 7.3 Disclosure of HIGHLY CONFIDENTIAL — ATTORNEY EYES
16 ONLY and HIGHLY CONFIDENTIAL — SOURCE CODE Material Without
17 Further Approval. Unless permitted in writing by the Designating Party, a
18 Receiving Party may disclose material designated HIGHLY CONFIDENTIAL —
19 ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL — SOURCE CODE
20 without further approval only to:

21 (a) The Receiving Party's Outside Counsel of Record in this action and
22 employees of Outside Counsel of Record to whom it is reasonably necessary to
23 disclose the information;

24 (b) The Court and its personnel;

25 7.4 Procedures for Approving or Objecting to Disclosure of HIGHLY
26 CONFIDENTIAL — ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL
27 — SOURCE CODE Material to In-House Counsel or Experts. Unless agreed to in
28 writing by the Designating Party:

1 (a) A Receiving Party seeking to disclose any material designated
2 HIGHLY CONFIDENTIAL — ATTORNEY EYES ONLY to House Counsel,
3 outside court reporters and their staff, professional jury or trial consultants, mock
4 jurors, and/or Professional Vendors to whom disclosure is reasonably necessary for
5 this Action and who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A) must first make a written request to the Designating Party
7 providing the full name of the House Counsel, the city and state of such counsel’s
8 residence, and such counsel’s current and reasonably foreseeable future primary job
9 duties and responsibilities in sufficient detail to determine present or potential
10 involvement in any competitive decision-making. House Counsel, outside court
11 reports and their staff, professional jury or trial consultants, mock jurors, and/or
12 Professional Vendors are not authorized to receive material designated HIGHLY
13 CONFIDENTIAL — SOURCE CODE.

14 (b) A Receiving Party seeking to disclose to an Expert retained by Outside
15 Counsel of Record any information or item that has been designated HIGHLY
16 CONFIDENTIAL — ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL
17 — SOURCE CODE must first make a written request to the Designating Party that
18 (1) identifies the general categories of HIGHLY CONFIDENTIAL —
19 ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL — SOURCE CODE
20 information that the Receiving Party seeks permission to disclose to the Expert, (2)
21 sets forth the full name of the Expert and the city and state of his or her primary
22 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
23 Expert’s current employer(s), (5) identifies each person or entity from whom the
24 Expert has received compensation or funding for work in his or her areas of
25 expertise (including in connection with litigation) in the past five years, and (6)
26 identifies (by name and number of the case, filing date, and location of court) any
27 litigation where the Expert has offered expert testimony, including by declaration,
28 report, or testimony at deposition or trial, in the past five years. If the Expert

1 believes any of this information at (4) - (6) is subject to a confidentiality obligation
2 to a third party, then the Expert should provide whatever information the Expert
3 believes can be disclosed without violating any confidentiality agreements, and the
4 Receiving Party seeking to disclose the information to the Expert shall be available
5 to meet and confer with the Designating Party regarding any such confidentiality
6 obligations.

7 (c) A Receiving Party that makes a request and provides the information
8 specified in paragraphs 7.4(a) or 7.4(b) may disclose the designated material to the
9 identified House Counsel or Expert unless, within seven days of delivering the
10 request, the Receiving Party receives a written objection from the Designating Party
11 providing detailed grounds for the objection.

12 All challenges to objections from the Designating Party shall proceed under
13 Local Rule 37-1 through Local Rule 37-4.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
15 PRODUCED IN OTHER LITIGATION

16 If a Receiving Party is served with a subpoena or a court order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL — ATTORNEY
19 EYES ONLY,” or “HIGHLY CONFIDENTIAL — SOURCE CODE,” that
20 Receiving Party must:

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

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

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

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

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 by a
15 Non-Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY
16 CONFIDENTIAL — ATTORNEY EYES ONLY,” or “HIGHLY
17 CONFIDENTIAL — SOURCE CODE.” Such information produced by Non-
18 Parties in connection with this litigation is protected by the remedies and relief
19 provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

6 (c) If a Non-Party represented by counsel fails to commence the process
7 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
8 notice and accompanying information or fails contemporaneously to notify the
9 Receiving Party that it has done so, the Receiving Party may produce the Non-
10 Party's confidential information responsive to the discovery request. If an
11 unrepresented Non-Party fails to seek a protective order from this court within 14
12 days of receiving the notice and accompanying information, the Receiving Party
13 may produce the Non-Party's confidential information responsive to the discovery
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
15 not produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Non-Party before a determination by the court
17 unless otherwise required by the law or court order. Absent a court order to the
18 contrary, the Non-Party shall bear the burden and expense of seeking protection in
19 this court of its Protected Material

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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 disclosure
10 of a communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement into this Protective
12 Order.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. No Party waives any right it
17 otherwise would have to object to disclosing or producing any information or item
18 on any ground not addressed in this Protective Order. Similarly, no Party waives
19 any right to object on any ground to use in evidence of any of the material covered
20 by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
23 orders of the assigned District Judge and Magistrate Judge. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.

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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 and understand the Protective Order that was issued by
the United States District Court for the Central District of California on May 5,
2017 in the case of *Warren Mauran v. Wal-Mart Stores, Inc.*, Case No. 2:16-cv-
07808-RGK-JC. I agree to comply with and to be bound by all the terms of this
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 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
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
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____