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NOTE CHANGES MADE BY THE COURT

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10 *(Additional counsel listed on the following page)*

11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

15 SEVAG CHALIAN, an Individual,
 16 Individually and on behalf of, all
 17 others similarly situated and the
 18 general public,

18 Plaintiff,

19 vs.

20 CVS PHARMACY, INC., a Rhode
 21 Island corporation; CVS RX
 22 SERVICES, INC., a New York
 23 corporation; GARFIELD BEACH
 24 CVS, LLC, a California limited
 25 liability company; and DOES 1 thru
 26 100, inclusive,

25 Defendants.

CASE NO. 2:16-cv-08979-AB-AGR

[CLASS ACTION]

**STIPULATED CONFIDENTIALITY
 AGREEMENT AND [PROPOSED]
 PROTECTIVE ORDER**

Assigned to Hon. André Birrote Jr.

NOTE CHANGES MADE BY THE COURT

**STIPULATED CONFIDENTIALITY AGREEMENT AND
 [PROPOSED] PROTECTIVE ORDER**

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21 Attorneys for Plaintiff Sevag Chalian and the Putative
22 Class

1 The parties to this action, by and through their respective counsel, hereby stipulate
2 to the entry of this agreed protective order (the "Order"), for the reasons set forth below.
3

4 **Proceedings and Information Governed.**

5 1. This Order and any amendments or modifications hereto shall govern any
6 document, information, or other thing furnished by any party, to any other party, and
7 includes non-parties who receive a subpoena in connection with this action. The
8 information protected includes, but is not limited to, answers to interrogatories, answers
9 to requests for admission, responses to requests for production of documents, deposition
10 transcripts and videotapes, deposition exhibits, pleadings and exhibits to pleadings, and
11 other writings or things produced, given, or filed in this action that are designated by a
12 party as "Confidential Information" in accordance with the terms of this Order, as well as
13 to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of
14 recorded information containing, reflecting, or disclosing such information.
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19 **Designation and Maintenance of Information.**

20 2. For purposes of this Order, the "Confidential Information" designation shall
21 mean that the document is comprised of non-public and proprietary company policies,
22 non-public business plans and strategies, customer and employee lists and files, trade
23 secrets, or other information required by law or agreement to be kept confidential.
24 Confidential Information does not include, and this Order shall not apply to, information
25 that is already in the knowledge or possession of the party to whom disclosure is made
26 unless that party is already bound by agreement not to disclose such information, or
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1 information that has been disclosed to the public or third persons in a manner making
2 such information no longer confidential.

3 3. Documents and things produced during the course of this litigation, within
4 the scope of paragraph 2 above, may be designated by the producing party as containing
5 Confidential Information by placing on each page and each thing a legend substantially
6 as follows:
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8
9 **CONFIDENTIAL**

10 (a) A party may designate information disclosed at a deposition as Confidential
11 Information by requesting the court reporter to so designate the transcript or any portion
12 thereof at the time of the deposition. If no such designation is made at the time of the
13 deposition, any party shall have fourteen (14) calendar days of receipt of the deposition
14 transcript to designate, in writing to the other parties and to the court reporter, whether
15 the transcript or a portion of the transcript is to be designated as Confidential
16 Information. If no such designation is made at the deposition or within such fourteen
17 (14) calendar day period (during which period, the transcript shall be treated as
18 Confidential Information, unless the parties agree otherwise), the entire deposition will
19 be considered devoid of Confidential Information. Each party and the court reporter shall
20 attach a copy of any final and timely written designation notice to the transcript and each
21 copy thereof in its possession, custody, or control, and the portions designated in such
22 notice shall thereafter be treated in accordance with this Order.
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1 (b) A party may designate Confidential Information by a cover letter in
2 situations where stamping would be impractical or impossible, such as computer data.

3 (c) It is the responsibility of counsel for each party to maintain materials
4 containing Confidential Information in a secure manner and appropriately identified so as
5 to allow access to such information only to such persons and under such terms as is
6 permitted under this Order.
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9 **Inadvertent Failure to Designate and Inadvertent Disclosure.**

10 4. The inadvertent failure to designate or withhold any information as
11 confidential or privileged will not be deemed to waive a later claim as to its confidential
12 or privileged nature, or to stop the producing party from designating such information as
13 confidential at a later date in writing and with particularity. If documents containing
14 Confidential Information or privileged information are inadvertently or mistakenly
15 disclosed, the party making the inadvertent disclosure must provide written notice to the
16 other parties that documents containing Confidential Information or privileged
17 information have been inadvertently disclosed or produced and that the receiving party
18 shall treat the documents as Confidential Information upon receipt of notice.
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22 5. A receiving party may challenge a producing party's designation at any
23 time. Any receiving party disagreeing with a designation may request in writing that the
24 producing party change the designation. The producing party shall then have thirty (30)
25 days after receipt of a challenge notice to advise the receiving party whether or not it will
26 change the designation. If the parties are unable to reach agreement after the expiration
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1 of this thirty (30) day time frame, the receiving party may at any time thereafter seek a
2 Court Order to alter the confidential status of the designated information. Until any
3 dispute under this paragraph is ruled upon by the Court, the designation shall remain in
4 full force and effect and the information shall continue to be accorded the confidential
5 treatment required by this Order.
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7 **Disclosure and Use of Confidential Information.**
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9 6. Information designated as Confidential Information may only be used for
10 purposes of preparation, trial, and appeal of this action. Subject to paragraph 7 below,
11 and unless otherwise ordered by the Court, Confidential Information may be disclosed by
12 the receiving party only to the following individuals provided that such individuals are
13 informed of the terms of this Order:
14

- 15 (a) Named Plaintiffs, and any putative class member;
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17 (b) Defendant CVS, including, but not limited to, its counsel and
18 counsel's paralegals, clerical, or other support staff or services and
19 any officers, directors, managers, supervisors, or other employees
20 with responsibilities related to the subject matter of this litigation;
21
22 (c) counsel of record for the party to whom such documents or materials
23 are produced or given, including co-counsel of record and the legal
24 associates, paralegals, clerical or other support staff or services of
25 such counsel or co-counsel assigned to assist such counsel in the
26 preparation of this litigation;
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- 1 (d) the Court, including any Court personnel, stenographers or other
2 persons involved in taking or transcribing court or deposition
3 testimony in this action, and members of the jury, provided that the
4 party seeking to use such Confidential Information in a filing
5 complies with the provisions of the local rules;
- 6
7 (e) any person requested by counsel to furnish copying, imaging,
8 computer services, and/or litigation support services, provided that all
9 Confidential Information, including copies thereof whether in hard
10 copy or electronic form, are retrieved by the furnishing party upon
11 completion of any such copying, imaging and computer services;
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13 (f) special masters appointed by the court to assist with this litigation;
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15 (g) the direct staff of persons designated in paragraphs 6(c), (d), (e) and
16 (f), subject to any conditions enumerated therein;
- 17
18 (h) retained consultants or experts (testimonial and non-testimonial) and
19 employees of the Parties directly involved in the prosecution or
20 defense of this litigation; and
- 21
22 (i) persons (other than Parties) preparing to give testimony, including
23 testimony during depositions, in this litigation to the extent reasonably
24 necessary for such purposes;
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26 (j) Any mediator or settlement judge the Parties may utilize, as well as
27 his or her administrative staff.
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1 7. Further, prior to disclosing Confidential Information to any person described
2 in subparagraphs (h) and (i) of paragraph 6, each person shall be provided with a copy of
3 this Order and shall sign an Acknowledgement and Agreement to Be Bound, attached as
4 Exhibit A, stating that the person has read and understands the Order and shall be bound
5 hereby.
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7 8. Confidential Information may be disclosed to a person, not already allowed
8 access to such information under this Order, if:
9

- 10 (a) the information was previously received or authored by the person or
11 was authored or received by a director, officer, employee or agent of
12 the company for which the person is testifying as a Rule 30(b)(6)
13 designee;
14 (b) the designating party is the person or is a party for whom the person is
15 a director, officer, employee, consultant or agent; or
16 (c) counsel for the party designating the material agrees that the material
17 may be disclosed to the person. In the event of disclosure under this
18 paragraph, only the court reporter, the person, his or her counsel, the
19 judge, and persons to whom disclosure may be made, and who are
20 bound by the Order, may be present during the disclosure or
21 discussion of Confidential Information.
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26 Disclosure of material pursuant to this paragraph shall not constitute a waiver of
27 the confidential status of the material so disclosed.
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1 **Filing Documents With the Court.**

2 9. In the event that any party wishes to submit Confidential Information to the
3 Court, such party shall follow the procedures prescribed by Local Rule 79-5 and the
4 Central District of California's Under Seal Guide to Electronically Filing Under Seal
5 Documents, including making a separate and additional showing of ^{sufficient} ~~good~~ cause as to each
6 category of document or information and obtaining leave of Court prior to filing any
7 documents under seal.
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AGR

10 **No Prejudice.**

11 10. Producing or receiving confidential information, or otherwise complying
12 with the terms of this Order, shall not (a) operate as an admission by any party that any
13 particular Confidential Information contains or reflects trade secrets or any other type of
14 confidential or proprietary information; (b) prejudice the rights of a party to object to the
15 production of information or material that the party does not consider to be within the
16 scope of discovery; (c) prejudice the rights of a party to seek a determination by the
17 Court that particular materials be produced; (d) prejudice the rights of a party to apply to
18 the Court for further protective orders; or (e) prevent the parties from agreeing in writing
19 to alter or waive the provisions or protections provided for herein with respect to any
20 particular information or material.
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25 **Conclusion of Litigation.**

26 11. Within sixty (60) calendar days after final judgment in this action, including
27 the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant
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1 to a settlement agreement, each party or other person subject to the terms of this Order
2 shall be under an obligation to destroy or return to the producing party all materials and
3 documents containing Confidential Information, and to certify to the producing party
4 such destruction or return. Outside counsel for any party shall be entitled to retain all
5 court papers, deposition and trial transcripts, exhibits and attorney work, however,
6 provided that any such materials are maintained and protected in accordance with the
7 terms of this Order.
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10 **Other Proceedings.**

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12 12. By entering this Order and limiting the disclosure of information in this
13 case, the Court does not intend to preclude another court from finding that information
14 may be relevant and subject to disclosure in another case. Any person or parties subject
15 to this Order that may be subject to a motion to disclose another party's information
16 designated Confidential pursuant to this Order, shall promptly notify that party of the
17 motion so that it may have an opportunity to appear and be heard on whether that
18 information should be disclosed.
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21 **Remedies.**

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23 AGR 13. It is Ordered by the Court that this Order ^{may} ~~will~~ be enforced by the sanctions
24 set forth in Rule 37(b) of the Federal Rules of Civil Procedure and such other sanctions
25 as may be available to the Court, including the power to hold parties or other violators of
26 this Order in contempt. All other remedies available to any person(s) injured by a
27 violation of this Order are fully reserved.
28

1 14. Any party may petition the Court for good cause shown, in the event such
2 party desires relief from a term or condition of this Order.

3 **IT IS SO STIPULATED.**

4
5 DATED: June 21, 2017

GREENBERG TRAURIG, LLP

6
7 By: 

8 Tyler R. Andrews
9 Roger L. Scott
10 James N. Boudreau
11 Christiana L. Signs
12 Attorneys for Defendants
13 CVS Pharmacy, Inc., CVS Rx Services, Inc., and
14 Garfield Beach CVS, LLc


15 DATED: June 21, 2017

**ALEXANDER KRAWKOW + GLICK LLP
LAW OFFICES OF THOMAS W. FALVEY**

16 By: 

17 Michael S. Morrison
18 Thomas W. Falvey
19 Michael H. Boyamian
20 Armand R. Kizirian
21 Attorneys for Plaintiff
22 Sevag Chalian and the Putative Class

SO ORDERED.

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24 U.S. District Judge ~~André Birrote Jr.~~
25 Magistrate *Alicia G. Rosenberg*

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he or she has read the Protective Order entered into on behalf of the Parties to *Sevag Chalian et al. v. CVS Pharmacy, Inc., et al.*, CASE NO. 2:16-cv-08979-AB-AGR, pending in the United States District Court, Central District of California; that he or she understands the provisions prohibiting the disclosure of confidential information for any purpose or in any manner not connected with the prosecution or defense of this action; and that he or she agrees to be bound by all provisions of that order.

Dated: _____

Signature

Printed Name

Address