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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 MARK PRADO, individually, and on behalf
12 of other members of the general public
13 similarly situated,

14 Plaintiff,

15 v.

16 WAL-MART STORES, INC., a Delaware
17 Corporation; and DOES 1 through 10,

18 Defendants.
19

Case No.: 2:17-cv-05630-AB-KKx

PUTATIVE CLASS ACTION

[Removal from the Superior Court of
the State of California, County of Los
Angeles, Case No. BC666295]

**~~PROPOSED~~ ORDER GRANTING
STIPULATED PROTECTIVE
ORDER**

Complaint Filed: June 23, 2017
Case Removed: July 28, 2017
Trial Set: None

20 **NOTE CHANGES MADE BY THE COURT**

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1 **PROTECTIVE ORDER**

2 Before the Court is the Parties' Stipulation for a Protective Order ("Stipulation").
3 After consideration of the Stipulation, and good cause appearing therefor, the Court
4 hereby grants the Stipulation amended and attached hereto.
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7 **IT IS SO ORDERED**

8 DATED: November 21, 2017
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13 United States Magistrate Judge
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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

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11 MARK PRADO, individually, and on behalf
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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **1. DISCOVERY**

3 **A. PURPOSES AND LIMITATIONS**

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public disclosure
6 and from use for any purpose other than prosecuting this litigation may be warranted.
7 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
8 Stipulated Protective Order. The parties acknowledge that this Order does not confer
9 blanket protections on all disclosures or responses to discovery and that the protection
10 it affords from public disclosure and use extends only to the limited information or items
11 that are entitled to confidential treatment under the applicable legal principles. The
12 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
13 Protective Order does not entitle them to file confidential information under seal; Civil
14 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
15 will be applied when a party seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve Walmart employee's personal identifying
18 information as well as valuable research, development, commercial, financial, technical
19 and/or proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 confidential staffing and management practices, information regarding confidential
23 business practices, or other confidential research, development, or commercial
24 information (including information implicating privacy rights of Walmart employees
25 and other third parties), information otherwise generally unavailable to the public, or
26 which may be privileged or otherwise protected from disclosure under state or federal
27 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow
28 of information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information will
6 not be designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Action: *Mark Prado v. Wal-Mart Stores, Inc.*, Case No. 2:17-cv-05630-
12 AB-KKx.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified
18 above in the Good Cause Statement.

19 2.4 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY"
20 Information or Items: extremely sensitive "CONFIDENTIAL"
21 Information or Items, the disclosure of which to another Party or Non-
22 Party would create a substantial risk of serious harm that could not be
23 avoided by less restrictive means.

24 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
25 support staff).

26 2.6 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY.”

3 2.7 Disclosure or Discovery Material: all items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained
5 (including, among other things, testimony, transcripts, and tangible
6 things), that are produced or generated in disclosures or responses to
7 discovery in this matter.

8 2.8 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel
10 to serve as an expert witness or as a consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other
13 outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
17 this Action but are retained to represent or advise a party to this Action and
18 have appeared in this Action on behalf of that party or are affiliated with a
19 law firm which has appeared on behalf of that party, and includes support
20 staff.

21 2.12 Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record
23 (and their support staffs).

24 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 2.14 Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits
28

or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

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

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

4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL

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

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of
2 material, documents, items, or oral or written communications that qualify
3 so that other portions of the material, documents, items, or
4 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.
7 Designations that are shown to be clearly unjustified or that have been made for an
8 improper purpose (e.g., to unnecessarily encumber the case development process or to
9 impose unnecessary expenses and burdens on other parties) may expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that
12 it 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 this
15 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
17 protection under this Order must be clearly so designated before the
18 material is disclosed or 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 or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
24 to each page that contains protected material. If only a portion or portions of the
25 material on a page qualifies for protection, the Producing Party also must clearly
26 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

11 (b) for testimony given in depositions that the Designating Party
12 identify 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 the
16 exterior of the container or containers in which the information is stored the legend
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
18 ONLY." If only a portion or portions of the information warrants protection, the
19 Producing Party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone,
22 waive the Designating Party's right to secure protection under this Order
23 for such material. Upon timely correction of a designation, the Receiving
24 Party must make reasonable efforts to assure that the material is treated in
25 accordance with the provisions of this Order.

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

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection
18 with this Action only for prosecuting, defending, or attempting to settle
19 this Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this Order.
21 When the Action has been terminated, a Receiving Party must comply with
22 the provisions of section 13 below (FINAL DISPOSITION). Protected
23 Material must be stored and maintained by a Receiving Party at a location
24 and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
27 ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated
2 "CONFIDENTIAL" only to:

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

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

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

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

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information or
4 item designated “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) the court and its personnel;

12 (d) private court reporters and their staff to whom disclosure is reasonably
13 necessary for this Action and who have signed the “Acknowledgment and Agreement
14 to Be Bound” (Exhibit A);

15 (e) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information; and

20 (g) any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
23 **IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other
25 litigation that compels disclosure of any information or items designated in this Action
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY,” that Party must:
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1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

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

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

9 If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order shall not produce any information designated in this
11 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
12 EYES ONLY" before a determination by the court from which the subpoena or order
13 issued, unless the Party has obtained the Designating Party's permission. The
14 Designating Party shall bear the burden and expense of seeking protection in that court
15 of its confidential material and nothing in these provisions should be construed as
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
17 from another court.

18 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a
21 Non-Party in this Action and designated as "CONFIDENTIAL" Or "HIGHLY
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Such information produced by
23 Non-Parties in connection with this litigation is protected by the remedies and relief
24 provided by this Order. Nothing in these provisions should be construed as prohibiting
25 a Non-Party from seeking additional protections.

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

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

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

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

11 (c) If the Non-Party fails to seek a protective order from this court
12 within 14 days of receiving the notice and accompanying information, the Receiving
13 Party 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 not
15 produce any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the court. Absent a court order
17 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
18 in this court of its Protected Material.

19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
26 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
27 that is attached hereto as Exhibit A.
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 protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted to
12 the court.

13 (a) Pursuant to FRE 502 (d) and (e), the parties agree to and the Court
14 orders protection of privileged and otherwise protected Documents against claims of
15 waiver (including as against third parties and in other federal and state proceedings) as
16 follows:

17 (1) The disclosure or production of Documents by a Producing
18 Party subject to a legally recognized claim of privilege, including without limitation the
19 attorney-client privilege and the work-product doctrine, to a Receiving Party, shall in
20 no way constitute the voluntary disclosure of such Document.

21 (2) The inadvertent disclosure or production of any Document in
22 this action shall not result in the waiver of any privilege, evidentiary protection, or other
23 protection associated with such Document as to the Receiving Party or any third parties,
24 and shall not result in any waiver, including subject matter waiver of any kind.

25 (3) If, during the course of this litigation, a party determines that
26 any Document produced by another party is or may reasonably be subject to a legally
27 recognizable privilege or evidentiary objection ("Protected Document"):
28

1 (i) the Receiving Party shall: (A) refrain from reading the
2 Protected Document any more closely than is necessary to ascertain that it is privileged
3 or otherwise protected from disclosure; (B) immediately notify the Producing Party in
4 writing that it has discovered Documents believed to be privileged or protected; (C)
5 specifically identify the Protected Documents by Bates number range or hash value,
6 and, (D) within ten (10) days of discovery by the Receiving Party, return, sequester, or
7 destroy all copies of such Protected Documents, along with any notes, abstracts or
8 compilations of the content thereof. To the extent that a Protected Document has been
9 loaded into a litigation review database under the control of the Receiving Party, the
10 Receiving Party shall have all electronic copies of the Protected Document extracted
11 from the database. Where such Protected Documents cannot be destroyed or separated,
12 they shall not be reviewed, disclosed, or otherwise used by the Receiving Party.
13 Notwithstanding, the Receiving Party is under no obligation to search or review the
14 Producing Party's Documents to identify potentially privileged or work product
15 Protected Documents.

16 (ii) If the Producing Party intends to assert a claim of
17 privilege or other protection over Documents identified by the Receiving Party as
18 Protected Documents, the Producing Party will, within ten (10) days of receiving the
19 Receiving Party's written notification described above, inform the Receiving Party of
20 such intention in writing and shall provide the Receiving Party with a log for such
21 Protected Documents that is consistent with the requirements of the Federal Rules of
22 Civil Procedure, setting forth the basis for the claim of privilege or other protection. In
23 the event that any portion of a Protected Document does not contain privileged or
24 protected information, the Producing Party shall also provide to the Receiving Party a
25 redacted copy of the document that omits the information that the Producing Party
26 believes is subject to a claim of privilege or other protection.

27 (4) If, during the course of this litigation, a party determines it
28 has produced a Protected Document:

1 (i) The Producing Party may notify the Receiving Party of
2 such inadvertent production in writing, and demand the return of such documents. Such
3 notice shall be in writing, however, it may be delivered orally on the record at a
4 deposition, promptly followed up in writing. The Producing Party's written notice will
5 identify the Protected Document inadvertently produced by bates number range or hash
6 value, the privilege or protection claimed, and the basis for the assertion of the privilege
7 and shall provide the Receiving Party with a log for such Protected Documents that is
8 consistent with the requirements of the Federal Rules of Civil Procedure, setting forth
9 the basis for the claim of privilege or other protection. In the event that any portion of
10 the Protected Document does not contain privileged or protected information, the
11 Producing Party shall also provide to the Receiving Party a redacted copy of the
12 Document that omits the information that the Producing Party believes is subject to a
13 claim of privilege or other protection.

14 (ii) The Receiving Party must, within ten (10) days of
15 receiving the Producing Party's written notification described above, return, sequester,
16 or destroy the Protected Document and any copies, along with any notes, abstracts or
17 compilations of the content thereof. To the extent that a Protected Document has been
18 loaded into a litigation review database under the control of the Receiving Party, the
19 Receiving Party shall have all electronic copies of the Protected Document extracted
20 from the database.

21 (5) To the extent that the information contained in a Protected
22 Document has already been used in or described in other documents generated or
23 maintained by the Receiving Party prior to the date of receipt of written notice by the
24 Producing Party as set forth in paragraphs (c)(ii) and (d)(i), then the Receiving Party
25 shall sequester such documents until the claim has been resolved. If the Receiving Party
26 disclosed the Protected Document before being notified of its inadvertent production, it
27 must take reasonable steps to retrieve it.
28

1 (6) The Receiving Party's return, sequestering or destruction of
2 Protected Documents as provided herein will not act as a waiver of the Requesting
3 Party's right to move for the production of the returned, sequestered or destroyed
4 documents on the grounds that the documents are not, in fact, subject to a viable claim
5 of privilege or protection. However, the Receiving Party is prohibited and estopped
6 from arguing that:

7 (i) the disclosure or production of the Protected
8 Documents acts as a waiver of an applicable privilege or evidentiary protection;

9 (ii) the disclosure of the Protected Documents was not
10 inadvertent;

11 (iii) the Producing Party did not take reasonable steps to
12 prevent the disclosure of the Protected Documents; or

13 (iv) the Producing Party failed to take reasonable or timely
14 steps to rectify the error.

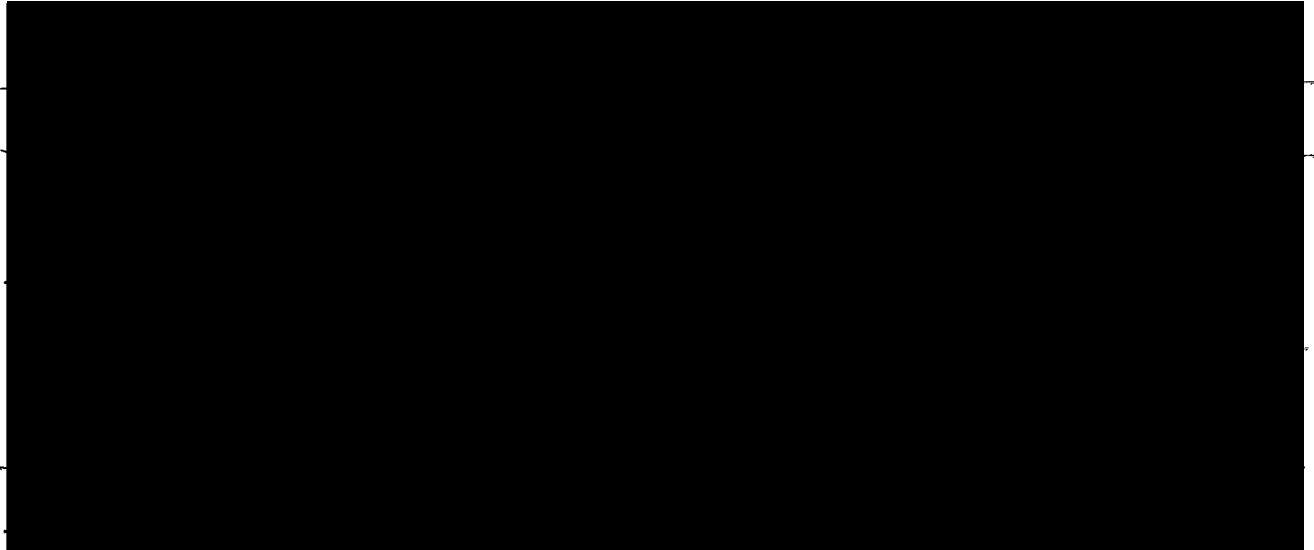
15 (7) Either party may submit Protected Documents to the Court
16 under seal for a determination of the claim of privilege or other protection. The
17 Producing Party shall preserve the Protected Documents until such claim is resolved.
18 The Receiving Party may not use the Protected Documents for any purpose absent this
19 Court's Order.

20 (8) Upon a determination by the Court that the Protected
21 Documents are protected by the applicable privilege or evidentiary protection, and if
22 the Protected Documents have been sequestered rather than returned or destroyed by
23 the Receiving Party, the Protected Documents shall be returned or destroyed within 10
24 (ten) days of the Court's order. The Court may also order the identification by the
25 Receiving Party of Protected Documents by search terms or other means.

26 (9) Nothing contained herein is intended to, or shall serve to limit
27 a party's right to conduct a review of documents, data (including electronically stored
28 information) and other information, including without limitation, metadata, for

1 relevance, responsiveness or the segregation of privileged or protected information
2 before such information is produced to another party.

3 (10) By operation of the parties' agreement and Court Order, the
4 parties are specifically afforded the protections of FRE 502 (d) and (e).



14 (c) If another court or an administrative agency subpoenas or orders
15 production of stamped Confidential documents which a party has obtained under the
16 terms of this order, such party shall promptly notify the party or other person who
17 designated the document as Confidential of the pendency of such subpoena or order.

18 (d) Once executed by all parties, the Stipulation shall be by treated by
19 the Parties as an Order of Court until it is formally approved by the Court.

20 **12. MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to
25 object to disclosing or producing any information or item on any ground
26 not addressed in this Stipulated Protective Order. Similarly, no Party
27 waives any right to object on any ground to use in evidence of any of the
28 material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected
3 Material may only be filed under seal pursuant to a court order authorizing
4 the sealing of the specific Protected Material at issue. If a Party's request
5 to file Protected Material under seal is denied by the court, then the
6 Receiving Party may file the information in the public record unless
7 otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within
10 60 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 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
15 must submit a written certification to the Producing Party (and, if not the same person
16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
17 category, where appropriate) all the Protected Material that was returned or destroyed
18 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
22 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
23 work product, and consultant and expert work product, even if such materials contain
24 Protected Material. Any such archival copies that contain or constitute Protected
25 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).
26
27
28

1 **14. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8 DATED: November 20, 2017 **SHAWN C. WESTRICK**
9 **THE WESTRICK LAW FIRM, P.C.**

10 /s/ Shawn C. Westrick
11 Shawn C. Westrick

12 Attorneys for Plaintiff
13
14

15 DATED: November 20, 2017 **JAMES R. EVANS, JR.**
16 **JESUS (JESSE) M. JAUREGUI**
17 **IAN A. WRIGHT**
ALSTON & BIRD LLP

18 /s/ Ian A. Wright
19 Jesus (Jesse) M. Jauregui

20 Attorneys for Defendant
21 **WAL-MART STORES, INC.**
22
23
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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 *Mark Prado v. Wal-Mart Stores, Inc.*, Case No. 2:17-cv-05630-AB-KKx.
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: _____