

1 **LIMNEXUS LLP**  
 2 KENNETH M. JONES (SBN 140358)  
 3 [Kenneth.Jones@LimNexus.com](mailto:Kenneth.Jones@LimNexus.com)  
 4 JANE N. KESPRADIT (SBN 270124)  
 5 [Jane.Kespradit@LimNexus.com](mailto:Jane.Kespradit@LimNexus.com)  
 6 1055 West Seventh Street, 28<sup>th</sup> Floor  
 7 Los Angeles, California 90017  
 8 Tel.: (213) 955-9500/Fax: (213) 955-9511

Attorneys for Defendant WAL-MART STORES, INC.

8 UNITED STATES DISTRICT COURT  
 9  
 10 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

11 MARY ALMARAZ, an individual,  
 12  
 13 Plaintiff,  
 14  
 15 vs.  
 16 WAL-MART STORES, INC., a  
 17 Delaware corporation; and DOES 1  
 18 through 50, inclusive,  
 19  
 20 Defendants.

Case No.: 2:17-cv-08681 AFM  
**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER<sup>1</sup>**

LIMNEXUS LLP

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
 23 proprietary or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may  
 25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 26 enter the following Stipulated Protective Order. The parties acknowledge that this

27 <sup>1</sup> This Stipulated Protective Order is based substantially on the model protective order provided  
 28 under Magistrate Judge Alexander F. MacKinnon’s Procedures.

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords from public disclosure and use extends  
3 only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles.

5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve trade secrets, customer and pricing lists and  
7 other valuable research, development, commercial, financial, technical and/or  
8 proprietary information for which special protection from public disclosure and  
9 from use for any purpose other than prosecution of this action is warranted. Such  
10 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 research, development, or  
13 commercial information (including information implicating privacy rights of third  
14 parties), information otherwise generally unavailable to the public, or which may be  
15 privileged or otherwise protected from disclosure under state or federal statutes,  
16 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
17 discovery materials, to adequately protect information the parties are entitled to keep  
18 confidential, to ensure that the parties are permitted reasonable necessary uses of  
19 such material in preparation for and in the conduct of trial, to address their handling  
20 at the end of the litigation, and serve the ends of justice, a protective order for such  
21 information is justified in this matter. It is the intent of the parties that information  
22 will not be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY” (as defined below) for tactical reasons and that  
24 nothing be so designated without a good faith belief that it has been maintained in a  
25 confidential, non-public manner, and there is good case why it should not be part of  
26 the public record of this case.

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1 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
2 SEAL

3 The parties further acknowledge, as set forth in Section 12.3, below, that this  
4 Stipulated Protective Order does not entitle them to file confidential information  
5 under seal. Local Civil Rule 79-5 sets forth the procedures that must be followed  
6 and the standards that will be applied when a party seeks permission from the Court  
7 to file material under seal. Subject to the Federal Rules of Evidence, Protected  
8 Materials may be offered at trial or any court hearing, provided that the proponent of  
9 the evidence gives five court days' advance notice to counsel for the Designating  
10 Party. Any Party may move the Court for an order that the evidence be received in  
11 camera or under other conditions to prevent unnecessary disclosure.

12 There is a strong presumption that the public has a right of access to judicial  
13 proceedings and records in civil cases. In connection with non-dispositive motions,  
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
17 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
18 require good cause showing), and a specific showing of good cause or compelling  
19 reasons with proper evidentiary support and legal justification, must be made with  
20 respect to Protected Material that a party seeks to file under seal. The parties' mere  
21 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
22 without the submission of competent evidence by declaration, establishing that the  
23 material sought to be filed under seal qualifies as confidential, privileged, or  
24 otherwise protectable—constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial, then  
26 compelling reasons, not only good cause, for the sealing must be shown, and the  
27 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
28 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For

1 each item or type of information, document, or thing sought to be filed or introduced  
2 under seal in connection with a dispositive motion or trial, the party seeking  
3 protection must articulate compelling reasons, supported by specific facts and legal  
4 justification, for the requested sealing order. Again, competent evidence supporting  
5 the application to file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise protectable in  
7 its entirety will not be filed under seal if the confidential portions can be redacted.  
8 If documents can be redacted, then a redacted version for public viewing, omitting  
9 only the confidential, privileged, or otherwise protectable portions of the document,  
10 shall be filed. Any application that seeks to file documents under seal in their  
11 entirety should include an explanation of why redaction is not feasible.

12  
13 2. DEFINITIONS

14 2.1 Action: *Mary Almaraz v. Wal-Mart Stores, Inc., et al.*, Case No. 2:17-  
15 cv-08681 AFM, United States District Court for the Central District of California.

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

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

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY”.

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1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or matter in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
9 Information or Items: information (regardless of how it is generated, stored or  
10 maintained) or tangible things which are “CONFIDENTIAL” within the meaning of  
11 the definition of Section 2.3 above which are extremely sensitive such that the  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means, including, but not  
14 limited to, information the disclosures of which the Producing Party believes in  
15 good faith will cause harm to its business position. Disclosure of “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items is limited  
17 to that as set forth in Section 7.3 below.

18           2.9 House Counsel: attorneys who are employees of a party to this Action.  
19 House Counsel does not include Outside Counsel of Record or any other outside  
20 counsel.

21           2.10 Non-Party: any natural person, partnership, corporation, association or  
22 other legal entity not named as a Party to this action.

23           2.11 Outside Counsel of Record: attorneys who are not employees of a  
24 party to this Action but are retained to represent or advise a party to this Action and  
25 have appeared in this Action on behalf of that party or are affiliated with a law firm  
26 that has appeared on behalf of that party, and includes support staff.

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1           2.12 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.14 Professional Vendors: persons or entities that provide litigation  
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.15 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY”.

13          2.16 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

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16 3.       SCOPE

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

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

24  
25 4.       DURATION

26           Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
2 or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
4 including the time limits for filing any motions or applications for extension of time  
5 pursuant to applicable law.

6  
7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable 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 protection  
27 under this Order must be clearly so designated before the material is disclosed or  
28 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” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
7 protected material. If only a portion of the material on a page qualifies for  
8 protection, the Producing Party also must clearly identify the protected portion(s)  
9 (e.g., by making appropriate markings in the margins).

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

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

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



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

3       5.3 Inadvertent Failures to Designate. As set forth in Section 11, an  
4 inadvertent failure to designate qualified information or items does not, standing  
5 alone, waive the Designating Party's right to secure protection under this Order for  
6 such material. Upon timely correction of a designation, the Receiving Party must  
7 make reasonable efforts to assure that the material is treated in accordance with the  
8 provisions of this 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 dispute  
15 resolution process under Local Rule 37-1 et seq.

16       6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
17 joint stipulation pursuant to Local Rule 37-2.

18       6.4 Burden of Persuasion. The burden of persuasion in any such challenge  
19 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
20 for an improper purpose (e.g., to harass or impose unnecessary expenses and  
21 burdens on other parties) may exposes the Challenging Party to sanctions. Unless  
22 the Designating Party has waived or withdrawn the confidentiality designation, all  
23 parties shall continue to afford the material in question the level of protection to  
24 which it is entitled under the Producing Party's designation until the Court rules on  
25 the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

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

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

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this Action  
28 and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit

1 A);

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

4 (h) during their depositions, witnesses, and attorneys for witnesses,  
5 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
6 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
7 they will not be permitted to keep any confidential information unless they sign the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
9 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
10 deposition testimony or exhibits to depositions that reveal Protected Material may  
11 be separately bound by the court reporter and may not be disclosed to anyone except  
12 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 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
18 in writing by the Designating Party, a Receiving Party may disclose any information  
19 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
20 only to:

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

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

27 (c) the Court and its personnel;

28 (d) court reporters and their staff;

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

3 (f) during their depositions, witnesses, and attorneys for such  
4 witnesses, in the Action who are current or former employees who originated,  
5 authored, or received a copy of the “HIGHLY CONFIDENTIAL – ATTORNEYS’  
6 EYES ONLY” information of the designating Party and who have signed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A) hereto, unless  
8 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
9 transcribed deposition testimony or exhibits to depositions that reveal Protected  
10 Material may be separately bound by the court reporter and may not be disclosed to  
11 anyone except as permitted under this Stipulated Protective Order; and

12 (g) any mediator or settlement officer, and their supporting  
13 personnel, mutually agreed upon by any of the parties engaged in settlement  
14 discussions, who have signed the “Acknowledgement and Agreement to Be Bound”  
15 (Exhibit A).

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 or  
25 order to issue in the other litigation that some or all of the material covered by the  
26 subpoena or order is subject to this Protective Order. Such notification shall include  
27 a copy of this Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

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

10  
11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

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

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

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

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

28 (3) make the information requested available for inspection by

1 the Non-Party, if requested.

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

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

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

20  
21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
22 **PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other protection,  
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
27 procedure may be established in an e-discovery order that provides for production  
28 without prior privilege review.

1 Pursuant to Federal Rule of Evidence 502(d) and (e), the parties agree to and  
2 the Court orders protection of privileged and otherwise protected Disclosure or  
3 Discovery Material against claims of waiver (including as against any Non-Party  
4 and in other federal and state proceedings) as follows:

5 (a) The disclosure or production of Disclosure or Discovery Material  
6 by a Producing Party subject to a legally recognized claim of privilege, including  
7 without limitation the attorney-client privilege and the work-product doctrine, to a  
8 Receiving Party, shall in no way constitute the voluntary disclosure of such  
9 Disclosure or Discovery Material.

10 (b) The inadvertent disclosure or production of Disclosure or  
11 Discovery Material in this Action shall not result in the waiver of any privilege,  
12 evidentiary protection or other protection associated with such Disclosure or  
13 Discovery Material as to the Receiving Party or any Non-Party, and shall not result  
14 in any waiver, including subject matter waiver, of any kind.

15 (c) If, during the course of this Action, a party determines that any  
16 Disclosure or Discovery Material produced by another Party is or may reasonably be  
17 subject to a legally recognizable privilege or evidentiary protection (“Protected  
18 Document”):

19 (i) the Receiving Party shall: (A) refrain from reading the  
20 Protected Document any more closely than is necessary to ascertain that it is  
21 privileged or otherwise protected from disclosure; (B) immediately notify the  
22 Producing Party in writing that it has discovered Disclosure or Discovery Material  
23 believed to be privileged or protected; (C) specifically identify the Protected  
24 Documents by Bates number range or hash value, and, (D) within ten (10) days of  
25 discovery by the Receiving Party, return, sequester, or destroy all copies of such  
26 Protected Documents, along with any notes, abstracts or compilations of the content  
27 thereof. To the extent that a Protected Document has been loaded into a litigation  
28 review database under the control of the Receiving Party, the Receiving Party shall

1 have all electronic copies of the Protected Document extracted from the database.  
2 Where such Protected Documents cannot be destroyed or separated, they shall not  
3 be reviewed, disclosed, or otherwise used by the Receiving Party. Notwithstanding,  
4 the Receiving Party is under no obligation to search or review the Producing Party's  
5 Documents to identify potentially privileged or work product Protected Documents.

6 (ii) If the Producing Party intends to assert a claim of privilege  
7 or other protection over Disclosure or Discovery Material identified by the  
8 Receiving Party as Protected Documents, the Producing Party will, within ten (10)  
9 days of receiving the Receiving Party's written notification described above, inform  
10 the Receiving Party of such intention in writing and shall provide the Receiving  
11 Party with a log for such Protected Documents that is consistent with the  
12 requirements of the Federal Rules of Civil Procedure, setting forth the basis for the  
13 claim of privilege or other protection. In the event that any portion of a Protected  
14 Document does not contain privileged or protected information, the Producing Party  
15 shall also provide to the Receiving Party a redacted copy of the document that omits  
16 the information that the Producing Party believes is subject to a claim of privilege or  
17 other protection.

18 (d) If, during the course of this Action, a Party determines it has  
19 produced a Protected Document:

20 (i) the Producing Party may notify the Receiving Party of  
21 such inadvertent production in writing, and demand the return of such documents.  
22 Such notice shall be in writing, however, it may be delivered orally on the record at  
23 a deposition, promptly followed up in writing. The Producing Party's written notice  
24 will identify the Protected Document inadvertently produced by bates number range  
25 or hash value, the privilege or protection claimed, and the basis for the assertion of  
26 the privilege and shall provide the Receiving Party with a log for such Protected  
27 Documents that is consistent with the requirements of the Federal Rules of Civil  
28 Procedure, setting forth the basis for the claim of privilege or other protection. In



1 the event that any portion of the Protected Document does not contain privileged or  
2 protected information, the Producing Party shall also provide to the Receiving Party  
3 a redacted copy of the Document that omits the information that the Producing Party  
4 believes is subject to a claim of privilege or other protection.

5 (ii) the Receiving Party must, within ten (10) days of  
6 receiving the Producing Party's written notification described above, return,  
7 sequester, or destroy the Protected Document and any copies, along with any notes,  
8 abstracts or compilations of the content thereof. To the extent that a Protected  
9 Document has been loaded into a litigation review database under the control of the  
10 Receiving Party, the Receiving Party shall have all electronic copies of the Protected  
11 Document extracted from the database. Where such Protected Documents cannot be  
12 destroyed or separated, they shall not be reviewed, disclosed, or otherwise used by  
13 the Receiving Party.

14 (e) To the extent that the information contained in a Protected  
15 Document has already been used in or described in other documents generated or  
16 maintained by the Receiving Party prior to the date of receipt of written notice by  
17 the Producing Party as set forth in paragraphs (c)(ii) and (d)(i), then the Receiving  
18 Party shall sequester such documents until the claim has been resolved. If the  
19 Receiving Party disclosed the Protected Document before being notified of its  
20 inadvertent production, it must take reasonable steps to retrieve it.

21 (f) The Receiving Party's return, sequestering or destruction of  
22 Protected Documents as provided herein will not act as a waiver of the Receiving  
23 Party's right to move for the production of the returned, sequestered or destroyed  
24 documents on the grounds that the documents are not, in fact, subject to a viable  
25 claim of privilege or protection. However, the Receiving Party is prohibited and  
26 estopped from arguing that:

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

1 (ii) the disclosure of the Protected Documents was not  
2 inadvertent;

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

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

7 (g) Either Party may submit Protected Documents to the Court under  
8 seal for a determination of the claim of privilege or other protection. The Producing  
9 Party shall preserve the Protected Documents until such claim is resolved. The  
10 Receiving Party may not use the Protected Documents for any purpose absent this  
11 Court's Order.

12 (h) Upon a determination by the Court that the Protected Documents  
13 are protected by the applicable privilege or evidentiary protection, and if the  
14 Protected Documents have been sequestered rather than returned or destroyed by the  
15 Receiving Party, the Protected Documents shall be returned or destroyed within 10  
16 (ten) days of the Court's order. The Court may also order the identification by the  
17 Receiving Party of Protected Documents by search terms or other means

18 (i) By operation of the Parties' agreement and Court Order, the  
19 Parties are specifically afforded the protections of Federal Rule of Evidence 502(d)  
20 and (e).

21  
22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

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

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Local Civil Rule 79-5. Prior to any such  
4 filing, Counsel for all Parties shall confer on whether the confidential portions can  
5 be redacted in an effort to eliminate the necessity for the proposed filing of  
6 Protected Material. Protected Material may only be filed under seal pursuant to a  
7 court order authorizing the sealing of the specific Protected Material at issue. If a  
8 Party's request to file Protected Material under seal is denied by the Court, then the  
9 Receiving Party may file the information in the public record unless otherwise  
10 instructed by the Court.

11  
12 13. FINAL DISPOSITION

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

1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Section 4 (DURATION).

3  
4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate measures  
6 including, without limitation, contempt proceedings and/or monetary sanctions.  
7

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 Dated: July \_\_, 2018 LIMNEXUS LLP

11  
12 By: /s/ Jane Kespradit  
13 Kenneth M. Jones,  
14 Jane N. Kespradit  
15 Attorneys for Defendant  
Wal-Mart Stores, Inc.

16 Dated: July \_\_, 2018 JML LAW, APC

17  
18 By: /s/ Eric Palmer  
19 Eric J. Palmer  
20 Christina R. Manalo  
21 Attorneys for Plaintiff Mary Almaraz

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: 7/12/2018

25 

26  
27 ALEXANDER F. MacKINNON  
28 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGEMENT 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 *Mary Almaraz v. Wal-Mart Stores, Inc., et al.*, Case No. 2:17-cv-08681 AFM, United States District Court for the Central District of California. 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: \_\_\_\_\_