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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FLETCHER DOZIER, JR., individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

WALMART INC., a Delaware
corporation, formerly known as Wal-
Mart Stores, Inc.,

Defendant.

Case No. 2:20-CV-05286-AB-PVCx

**STIPULATED LIMITED
PROTECTIVE ORDER**

1 **1. Purposes and Limitations**

2 On March 5, 2021, the Court issued an order granting Walmart’s motion to
3 dismiss plaintiff’s first amended complaint. (Dkt. No. 70.) The order granted
4 Walmart’s motion and, out of an abundance of caution, granted plaintiff leave to
5 amend so he may attempt to plead fact sufficient to establish standing. The Court
6 expressed concern over plaintiff’s investigation into his claims and the class aspects
7 of this case, and ordered the parties to exchange some informal discovery regarding
8 whether Walmart complied with the Regulation vis-à-vis plaintiff, and Walmart’s
9 policies regarding tire registration during the relevant period.

10 The informal information exchange ordered by the Court will involve
11 production of confidential, proprietary, or private information for which special
12 protection from public disclosure and from use for any purpose other than as ordered
13 by the Court is warranted.

14 Accordingly, the parties hereby stipulate to and petition the Court to enter the
15 following Stipulated Limited Protective Order. The parties acknowledge that this
16 Order does not confer blanket protections on all disclosures or responses to discovery
17 and that the protection it affords from public disclosure and use extends only to the
18 limited information or items that are entitled to confidential treatment under the
19 applicable legal principles.

20 **2. Good Cause Statement**

21 The informal information exchange ordered by the Court will involve
22 production of involve trade secrets or confidential information, development,
23 commercial, financial, technical and/or proprietary information for which special
24 protection from public disclosure and from use for any purpose other than as ordered
25 by the Court is warranted. Such confidential materials and information consist of,
26 among other things, confidential business or financial information, information
27 regarding confidential business practices, or other confidential research,
28 development, or commercial information (including information implicating privacy

1 rights of third parties), information otherwise generally unavailable to the public, or
2 which may be privileged or otherwise protected from disclosure under state or federal
3 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
4 flow of information, to facilitate the prompt resolution of disputes over
5 confidentiality of materials exchanged informally, to adequately protect information
6 the parties are entitled to keep confidential, to ensure that the parties are permitted
7 reasonable necessary uses of such material to address the comments made by the
8 Court in its March 5, 2021 order, and serve the ends of justice, a protective order for
9 such information is justified in this matter. It is the intent of the parties that
10 information will not be designated as confidential for tactical reasons and that nothing
11 be so designated without a good faith belief that it has been maintained in a
12 confidential, non-public manner, and there is good cause why it should not be part of
13 the public record of this case.

14 **3. Definitions**

15 3.1 “Action” shall mean this pending federal lawsuit, entitled *Fletcher*
16 *Dozier, Jr. v. Walmart Inc.*, Case No. 2:20-cv-05286-AB-PVC.

17 3.2 “CONFIDENTIAL” Information or Items shall mean information
18 (regardless of how it is generated, stored, or maintained) or tangible things that
19 qualify for protection under Federal Rule of Civil Procedure 26(c), including, among
20 other things, confidential business or financial information, information regarding
21 confidential business practices, or other confidential research, development, or
22 commercial information (including information implicating privacy rights of third
23 parties), information otherwise generally unavailable to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes, court
25 rules, case decisions, or common law.

26 3.3 “Counsel” shall mean Outside Counsel of Record and House Counsel
27 (as well as their support staff).
28

1 3.4 “Designating Party” shall mean a Party that designates information or
2 items that it produces pursuant to this Stipulated Protective Order as
3 “CONFIDENTIAL.”

4 3.5 “Expert” shall mean a person with specialized knowledge or experience
5 in a matter pertinent to the litigation who has been retained by a Party or its counsel
6 to serve as an expert witness or as a consultant in this Action.

7 3.6 “House Counsel” shall mean attorneys who are employees of a Party to
8 this Action. House Counsel does not include Outside Counsel of Record or any other
9 outside counsel.

10 3.7 “Outside Counsel of Record” shall mean attorneys who are not
11 employees of a Party but are retained to represent or advise a Party and have appeared
12 in this Action on behalf of that party or are affiliated with a law firm that has appeared
13 on behalf of that party, and includes support staff.

14 3.8 “Party” shall mean any party to this Action, including all of its officers,
15 directors, employees, consultants, retained experts, and Outside Counsel of Record
16 (and their support staffs).

17 3.9 “Protected Material” shall mean any information or tangible thing
18 produced by a Party pursuant to this Stipulated Protective Order and designated as
19 “CONFIDENTIAL.”

20 3.10 “Receiving Party” shall mean a Party that receives Protected Material
21 from a Designating Party.

22 **4. Scope**

23 4.1 The protections conferred by this Stipulated Protective Order cover not
24 only Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.
28

1 4.2 None of the information or documents provided pursuant to this
2 Stipulated Protective Order, in whatever form, constitutes an admission by any Party,
3 a waiver of any privilege or proper objection that may apply, or may be used in any
4 proceeding without the express permission of the Designating Party unless it is
5 otherwise publicly available or is obtained in the course of discovery in the Action,
6 subject to any applicable protective order.

7 4.3 Nothing in this Stipulated Protective Order shall prevent any party from
8 obtaining any relevant and non-privileged document or writing in discovery.
9 However, no information obtained by a Party pursuant to this Stipulated Protective
10 Order may be disclosed in any discovery request. Further, nothing in this Stipulated
11 Protective Order shall prevent any Party from submitting to the court for *in camera*
12 review any document or writing produced under this Stipulated Protective Order if,
13 in a subsequent discovery dispute, the other party denies that such document or
14 writing exists.

15 **5. Duration**

16 5.1 The confidentiality obligations imposed by this Stipulated Protective
17 Order shall remain in effect until a Designated Party agrees otherwise in writing or a
18 court order otherwise directs.

19 **6. Designating Protected Material**

20 6.1 Information, documents, or tangible things that qualify for protection
21 under this Stipulated Protective Order must be clearly so designated before the
22 material is disclosed or produced.

23 6.2 If timely corrected, an inadvertent failure to designate qualified
24 information or items does not, standing alone, waive the Designating Party's right to
25 secure protection under this Stipulated Protective Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts
27 to assure that the material is treated in accordance with the provisions of this
28 Stipulated Protective Order.

1 **7. Access To and Use of Protected Material**

2 7.1 A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party pursuant to this Stipulated Protective Order solely for the
4 purposes stated in the Court’s March 5, 2021 Order (Dkt. No. 70.)

5 7.2 Protected Material may be disclosed only to the categories of persons
6 and under the conditions described in this Stipulated Protective Order.

7 7.3 Unless otherwise permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

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

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

25 7.4 Under no circumstances shall access to Protected Material be granted to
26 any employee of any competitor of Walmart, or any person who plans to, expects to,
27 or reasonably anticipates to be employed by or affiliated with a competitor of
28

1 Walmart regarding research, development, production, or sales of tires within the
2 next two years.

3 **8. Protected Material Subpoenaed or Ordered Produced by a Court**

4 8.1 If a Party is served with a subpoena or a court order issued in litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL,” that Party must:

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

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

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

15 8.2 If the Designating Party timely seeks a protective order, the Party served
16 with the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” before a determination by the court from which the
18 subpoena or order issued, unless the Party has obtained the Designating Party’s
19 permission. The Designating Party shall bear the burden and expense of seeking
20 protection in that court of its confidential material and nothing in these provisions
21 should be construed as authorizing or encouraging a Receiving Party in this Action
22 to disobey a lawful directive from another court.

23 **9. Unauthorized Disclosure of Protected Material**

24 9.1 If a Receiving Party learns that, by inadvertence or otherwise, it has
25 disclosed Protected Material to any person or in any circumstance not authorized
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform

1 the person or persons to whom unauthorized disclosures were made of all the terms
2 of this Stipulated Protective Order, and (d) request such person or persons to execute
3 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
4 A.

5 10. **Inadvertent Production of Privileged or Otherwise Protected Material**

6 10.1 When a Designating Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence (FRE) 502(d) and (e),
10 in so far as the parties reach an agreement on the effect of disclosure of a
11 communication or information covered by the attorney-client privilege or work
12 product protection, the parties may incorporate their agreement in the stipulated
13 protective order submitted to the court.

14 11. **Return of Protected Material**

15 11.1 Within thirty (30) days of final termination of the Action (the earlier of
16 execution of a settlement agreement, entry of a final judgment or termination of final
17 appeal), counsel for record for each party shall either assemble and return to counsel
18 of record for Producing Party all Protected Material or certify in writing to counsel
19 of record for Producing Party that all Protected Material has been destroyed.

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 object to
25 disclosing or producing any information or item on any ground not addressed in this
26 Stipulated Protective Order. Similarly, no Party waives any right to object on any
27 ground to use in evidence of any of the material covered by this Protective Order.
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13. **Violation**

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

FOR GOOD CAUSE HAVING BEEN SHOWN BY THE PARTIES' STIPULATION, IT IS SO ORDERED

DATED: April 13, 2021



Hon. Pedro V. Castillo
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read 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 *Fletcher Dozier, Jr. v. Walmart Inc.*,
(Case No. 2:20-cv-05286-AB-PVC). 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 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: _____