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

10 LANISHA S. KELLEY, an individual,  
 11  
 12 Plaintiff,  
 13  
 14 v.  
 15 WALMART INC. dba WALMART  
 16 NEIGHBORHOOD MARKET, a  
 17 California Corporation; and DOES 1  
 18 through 25, Inclusive,  
 19 Defendants.

Case No. 2:21-cv-05394 AB (AGRx)  
 STIPULATED PROTECTIVE ORDER

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential, proprietary,  
 23 or private information for which special protection from public disclosure and from use for  
 24 any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
 25 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
 26 Order. The parties acknowledge that this Order does not confer blanket protections on all  
 27 disclosures or responses to discovery and that the protection it affords from public

1 disclosure and use extends only to the limited information or items that are entitled to  
2 confidential treatment under the applicable legal principles. The parties further  
3 acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does  
4 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
5 the procedures that must be followed and the standards that will be applied when a party  
6 seeks permission from the court to file material under seal.

7 1.2 GOOD CAUSE STATEMENT

8 In light of the nature of the claims and allegations in this case, this Action will likely  
9 involve the production of privileged, confidential, or nonpublic information for which  
10 special protection from public disclosure is warranted. Such confidential and proprietary  
11 information may consist of, among other things: personnel information of non-parties;  
12 medical or health information and records; workers' compensation records; confidential or  
13 proprietary human resources materials; non-public business materials or financial  
14 information; confidential procedures or training materials; and information otherwise  
15 generally unavailable to the public or which may be privileged or otherwise protected from  
16 disclosure under state or federal statutes, court rules, case decisions, or common law.  
17 Accordingly, to facilitate the prompt resolution of disputes over confidentiality of  
18 discovery materials, to adequately protect information the parties are entitled to keep  
19 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
20 material in preparation for and in the conduct of trial, to address their handling at the end  
21 of the litigation, and to serve the ends of justice, a protective order for such information is  
22 justified in this matter. It is the intent of the parties that information shall not be designated  
23 as confidential without a good faith belief that such information has been maintained in a  
24 confidential, non-public manner, and there is good cause why it should not be part of the  
25 public record of this case.

1 2. DEFINITIONS

2 2.1 Action: this pending federal lawsuit, entitled *Lanisha A. Kelley v. Walmart*  
3 *Inc. dba Walmart Neighborhood Market*, Case No. 2:21-cv-05394 AB (AGRx).

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
5 information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
7 is generated, stored or maintained) or tangible things that qualify for protection under  
8 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
10 support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or items  
12 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
14 medium or manner in which it is generated, stored, or maintained (including, among other  
15 things, testimony, transcripts, and tangible things), that are produced or generated in  
16 disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
19 expert witness or as a consultant in this Action.

20 2.8 House Counsel: attorneys who are employees of a party to this Action. House  
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or other  
23 legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
25 this Action but are retained to represent or advise a party to this Action and have appeared  
26 in this Action on behalf of that party or are affiliated with a law firm which has appeared  
27 on behalf of that party, and includes support staff.

1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
3 staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
5 Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
9 their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is designated  
11 as “CONFIDENTIAL.”

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
13 a Producing Party.

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15 3.    SCOPE

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

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

23  
24 4.    DURATION

25          Even after final disposition of this litigation, the confidentiality obligations imposed  
26 by this Order shall remain in effect until either the Designating Party agrees in writing to a  
27 different duration for the Disclosure or Discovery Material it designated as

1 “CONFIDENTIAL” or a court order otherwise directs. To avoid ambiguity as to whether  
2 an agreement has been made with the Designating Party, the written agreement must recite  
3 that the agreement is being made in accordance with this specific paragraph of the  
4 Protective Order. Final disposition shall be deemed to be the later of (1) dismissal of all  
5 claims and defenses in this Action, with or without prejudice; and (2) final judgment herein  
6 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews  
7 of this Action, including the time limits for filing any motions or applications for extension  
8 of time pursuant to applicable law.

9  
10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
12 Party or Non-Party that designates information or items for protection under this Order  
13 must take care to limit any such designation to specific material that qualifies under the  
14 appropriate standards. The Designating Party must designate for protection only those  
15 parts of material, documents, items, or oral or written communications that qualify so that  
16 other portions of the material, documents, items, or communications for which protection  
17 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
26 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
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1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but  
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
6 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
7 “CONFIDENTIAL legend”), to each page that contains protected material or, if in  
8 electronic format, the electronic file’s title. If only a portion or portions of the material on  
9 a page qualifies for protection, the Producing Party also must clearly identify the protected  
10 portion(s) (e.g., by making appropriate markings in the margins). A Producing Party shall  
11 submit confidential discovery responses, such as answers to interrogatories, in a separate  
12 document stamped with the appropriate legend designating those responses as Protected  
13 Material. The Receiving Party shall mark any hard-copy printouts and the storage medium  
14 of any permissible copies of such electronic material with the corresponding legend  
15 contained on the original and such copies shall become subject to the same protections, as  
16 the Protected Material from which those copies were made.

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

1 (b) for testimony given in depositions that the Designating Party identify the  
2 Disclosure or Discovery Material on the record, before the close of the deposition all  
3 protected testimony. Alternatively, a Party may designate information disclosed at the  
4 deposition as “CONFIDENTIAL” by notifying the court reporter and other parties in  
5 writing, within fifteen (15) business days of receipt of the transcript, of the specific pages  
6 and lines of the transcript which are designated as “CONFIDENTIAL.” The parties may  
7 agree to a reasonable extension of the 15-business-day period for designation.  
8 Designations of transcripts will apply to audio, video, or other recordings of the testimony.  
9 During such 15-business-day period, the entire transcript shall receive Protected Material  
10 treatment. Upon such designation, the court reporter and each Party shall affix the  
11 “CONFIDENTIAL legend” to the designated pages and segregate them as appropriate.

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

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
18 to designate qualified information or items does not, standing alone, waive the Designating  
19 Party’s right to secure protection under this Order for such material. Upon timely  
20 correction of a designation, the Receiving Party must make reasonable efforts to assure that  
21 the material is treated in accordance with the provisions of this Order.

22 The Producing Party may change the confidentiality designation of materials it has  
23 produced as follows: (1) The Producing Party must give the Receiving Party notice of the  
24 change by identifying the information and items at issue. Once notice is given, the  
25 Receiving Party must make good-faith efforts to ensure that the information and items are  
26 accorded treatment under the new designation; (2) Within a reasonable period after giving  
27 notice, the Producing Party must make reproduce the information and items in a format  
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1 that contains the new designation; and (3) If such information and items have been  
2 disclosed to persons not qualified pursuant to section 8 below, the Party who disclosed  
3 such information and items shall (a) take reasonable efforts to retrieve previously disclosed  
4 Protected Material; (b) advise such persons that the material is Protected Material; and (c)  
5 give the Producing Party written assurance that steps (a) and (b) have been completed.

6  
7 **6. WITHHOLDING OF INFORMATION**

8       6.1 Non-relevant Attachments. The parties shall not produce non-relevant  
9 attachments that are attached to relevant emails. When an attachment is withheld, either  
10 for privilege or non-responsiveness, the Producing Party shall produce a one-page TIFF  
11 image (or PDF if production format dictates) in place of the withheld attachment,  
12 correspondingly stating “Attachment Withheld-Privileged” or “Attachment Withheld-  
13 Nonresponsive”, and bearing a sequential BATES number within the family BATES range.  
14 If any attachment to an email contains responsive content, then the cover email shall be  
15 produced for context, regardless of the cover email’s responsiveness. The cover email may  
16 be redacted in part to remove sensitive information, as described below.

17       6.2 Redactions. The parties may redact (1) information that is privileged or  
18 protected from discovery as work product or by reason of any other applicable privilege or  
19 immunity; (2) information subject to non-disclosure obligations imposed by governmental  
20 authorities, law or regulation (e.g., protected personal information); and (3) sensitive, non-  
21 relevant information, including but not limited to personally identifiable information, trade  
22 secrets, or information regarding products, data, or people. Privilege redactions will state,  
23 over the redacted portion, “Redacted–Privileged,” and all other redactions will state,  
24 “Redacted–Nonresponsive.” Redactions of emails will not redact the names of recipients  
25 or the subject line of the emails, unless the subject line is itself privileged or contains the  
26 sensitive information described above, in which case only so much of the subject line will  
27 be redacted as may be needed. The parties will produce redacted documents in TIFF format



1 (or searchable PDF if production format dictates; or in native format for file types that do  
2 not convert well to TIFF/PDF, such as Excel files) with corresponding searchable OCR  
3 text and the associated metadata for the document, ensuring the redacted content is fully  
4 protected from disclosure.

5  
6 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
8 of confidentiality at any time that is consistent with the Court's Scheduling Order.

9 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
10 process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq. by  
11 providing written notice of each designation it is challenging and describing the basis for  
12 each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
13 notice must recite that the challenge to confidentiality is being made in accordance with  
14 this specific paragraph of the Protective Order. In conferring, the Challenging Party must  
15 explain the basis for its belief that the confidentiality designation was not proper and must  
16 give the Designating Party an opportunity to review the designated material, to reconsider  
17 the circumstances, and, if no change in designation is offered, to explain the basis for the  
18 chosen designation. A Challenging Party may proceed to the next stage of the challenge  
19 process only if it has engaged in this meet and confer process first or establishes that the  
20 Designating Party is unwilling to participate in the meet and confer process in a timely  
21 manner.

22 7.3 The burden of persuasion in any such challenge proceeding shall be on the  
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
24 harass or impose unnecessary expenses and burdens on other parties) may expose the  
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
26 confidentiality designation, all parties shall continue to afford the material in question the  
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1 level of protection to which it is entitled under the Producing Party’s designation until the  
2 Court rules on the challenge.

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4 8. ACCESS TO AND USE OF PROTECTED MATERIAL

5 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this Action  
7 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
8 Material, including their contents or any portion or summary thereof, may be disclosed  
9 only to the categories of persons and under the conditions described in this Order. When  
10 the Action has been terminated, a Receiving Party must comply with the provisions of  
11 section 14 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a location  
13 and in a secure manner that ensures that access is limited to the persons authorized under  
14 this Order. This duty to provide adequate security includes secure data storage systems,  
15 established security policies, and security training for employees, contractors and experts.  
16 Adequate security also includes such measures as data encryption in transit, data encryption  
17 at rest, data access controls, and physical security, whether hosted/outsourced to a vendor  
18 or on premises. At a minimum, any Receiving Party subject to the terms of this Order,  
19 shall provide reasonable measures to protect non-client data consistent with the American  
20 Bar Association Standing Committee on Ethics and Professional Responsibility, Formal  
21 Opinion 477R.

22 It shall be the obligation of each Party and its counsel, upon learning of any breach  
23 or any suspected or threatened breach of the provisions of this Order, including but not  
24 limited to a data breach or Ransomware, to promptly notify counsel for the Producing Party  
25 in writing within twenty-four (24) hours of the Receiving Party’s awareness of the actual,  
26 suspected, or threatened breach. The written notification shall be supplemented with  
27 reasonable details of the circumstances of the breach in order to permit the Producing Party

1 to understand and take appropriate steps. Each Party and its counsel agree to take  
2 reasonable and good-faith efforts to contain or limit any breach promptly upon receiving  
3 notice of it, and to make reasonable and good-faith attempts to retrieve any unauthorized  
4 disclosure of documents or information. This provision does not limit the Producing  
5 Party's entitlement to damages resulting from any breach of this Order.

6 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
8 may disclose any information or item designated "CONFIDENTIAL" only to:

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

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

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

17 (d) the Court and its personnel;

18 (e) court reporters and their staff;

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

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

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

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

7 Notwithstanding the foregoing, Protected Material shall not be disclosed to any  
8 current or former employees of, or current or former consultants, advisors, or agents of, a  
9 direct competitor of any Party named in the Action. If a Receiving Party is in doubt about  
10 whether a particular entity is a direct competitor of a Party named in this lawsuit, then  
11 before disclosing any Protected Material to a current or former employee, consultant,  
12 advisor, or agent of that entity, the Receiving Party’s counsel must confer with counsel for  
13 the Producing Party.

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

17 If a Party is served with a subpoena or a court order issued in other litigation that  
18 compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify the Designating Party in writing by electronic transmission  
21 within five (5) business days of the Party’s receipt of such subpoena or order, and such  
22 notification shall include a copy of the subpoena or court order;

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

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

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

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

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

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

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

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

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

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

14  
15 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
19 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
20 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
21 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
22 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
23 attached hereto as Exhibit A. This provision does not limit the Producing Party's  
24 entitlement to damages resulting from any breach of this Order.

1 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
4 produced material is subject to a claim of privilege or other protection, the obligations of  
5 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
6 This provision is not intended to modify whatever procedure may be established in an e-  
7 discovery order that provides for production without prior privilege review. Pursuant to  
8 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
9 effect of disclosure of a communication or information covered by the attorney-client  
10 privilege or work product protection, the parties may incorporate their agreement in the  
11 stipulated protective order submitted to the court.

12 12.1 Clawback Provisions. The parties hereby agree that the production of  
13 privileged or work-product protected documents, electronically stored information (ESI)  
14 or information, whether inadvertent or otherwise, is not a waiver of the privilege or  
15 protection from discovery in this case or in any other federal or state proceeding, including  
16 all related pre-trial, trial, and post-trial proceedings. Furthermore, the parties agree to the  
17 following:

18 (a) If the Receiving Party has reason to believe that a produced document or other  
19 information may reasonably be subject to a claim of privilege, then the Receiving Party  
20 shall immediately sequester the document or information, cease using the document or  
21 information and cease using any work product containing the information, and shall inform  
22 the Producing Party of the beginning BATES number of the document or, if no BATES  
23 number is available, shall otherwise inform the Producing Party of the information.

24 (b) A Producing Party must give written notice to any Receiving Party asserting a  
25 claim of privilege, work-product protection, or other ground for reclaiming documents or  
26 information (a “clawback request”). After a clawback request is received, the Receiving  
27 Party shall immediately sequester the document (if not already sequestered) and shall not  
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1 review or use that document, or any work product containing information taken from that  
2 document, for any purpose. The parties shall meet and confer regarding any clawback  
3 request.

4 The Clawback Provisions of this Order apply to all pre-trial, trial, and post-trial  
5 proceedings in this Action. This Order shall be interpreted to provide the maximum  
6 protection allowed by Federal Rule of Evidence 502(d) or state court equivalent and shall  
7 be enforceable and granted full faith and credit in all other state and federal proceedings  
8 by 28 U.S.C. § 1738. In the event of any subsequent conflict of law, the law that is most  
9 protective of privilege and work product shall apply.

10 Nothing contained herein is intended to or shall serve to limit a party's right to  
11 conduct a review of documents, ESI or information (including metadata) for relevance,  
12 responsiveness and/or segregation of privileged and/or protected information before  
13 production.

14  
15 13. MISCELLANEOUS

16 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
17 to seek its modification by the Court in the future.

18 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
19 Order no Party waives any right it otherwise would have to object to disclosing or  
20 producing any information or item on any ground not addressed in this Stipulated  
21 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
22 evidence of any of the material covered by this Protective Order.

23 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
24 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
25 under seal pursuant to a court order authorizing the sealing of the specific Protected  
26 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
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1 court, then the Receiving Party may file the information in the public record unless  
2 otherwise instructed by the court.

3       13.4 Protected Material in Hearings and Trial. The provisions of this Order shall  
4 not affect, and this Order does not limit, the *admissibility* of Protected Material (or  
5 references to that material) as evidence at trial, or during a hearing or similar proceeding  
6 in this action. Prior to using Protected Material or the information contained therein at any  
7 hearing that is open to the public, the Party seeking to use the Protected Material must give  
8 at least seven (7) days advance notice to the Producing Party of the intent to use the  
9 Protected Material so that the producing party may seek an appropriate Court Order to  
10 protect the Protected Material.

11       13.5 Application to Production by Non-Party. This Order may be used by a Non-  
12 Party producing documents in connection with this Action. A Non-Party may designate  
13 documents as Protected Material. If a Non-Party produces (or intends to produce)  
14 documents and does not designate (or does not intend to designate) those documents as  
15 Protected Material, then any Party to this action may seek to designate that Non-Party's  
16 documents or categories of documents as Confidential Material. In that case, it shall be  
17 the burden of the Party seeking protected status to move for a court order designating the  
18 materials as Protected Material after the parties confer.

19       13.6 Newly Joined Parties. In the event additional parties join or intervene in this  
20 litigation, the newly joined party(ies) shall not have access to Protected Material until  
21 its/their counsel has executed and, at the request of any party, filed with the Court the  
22 agreement of such party(ies) and such counsel to be fully bound by this Order.

23  
24 14. FINAL DISPOSITION

25       After the final disposition of this Action, as defined in Section 4, within 60 days  
26 without further request or direction by the Designating Party, each Receiving Party must  
27 return all Protected Material to the Producing Party or destroy such material in the

1 possession or control of that Receiving Party, including any expert or employee. As used  
2 in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
3 summaries, and any other format reproducing or capturing any of the Protected Material.  
4 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
5 a written certification to the Producing Party (and, if not the same person or entity, to the  
6 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
7 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
8 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
9 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
10 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
11 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
12 trial exhibits, expert reports, attorney work product, and consultant and expert work  
13 product, even if such materials contain Protected Material. Any such archival copies that  
14 contain or constitute Protected Material remain subject to this Protective Order as set forth  
15 in Section 4 (DURATION).


1 15. Any willful violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings, financial or evidentiary  
3 sanctions.

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: April 28, 2022

  
\_\_\_\_\_  
Attorneys for Plaintiff

8  
9  
10  
11 DATED: May 3, 2022

  
\_\_\_\_\_  
Attorneys for Defendant

12  
13  
14  
15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16  
17  
18 DATED: May 11, 2022

  
\_\_\_\_\_  
HONORABLE ALICIA G. ROSENBERG  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Stipulated Protective Order that was issued by  
7 the United States District Court for the Central District of California on February \_\_\_\_,  
8 2022, in the case of *Lanisha A. Kelley v. Walmart Inc. dba Walmart Neighborhood*  
9 *Market*, Case No. 2:21-cv-05394 AB (AGRx). I agree to comply with and to be bound  
10 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
11 that failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any information or  
13 item that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for the purpose of enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of this  
18 action. I hereby appoint \_\_\_\_\_ [full name] of  
19 \_\_\_\_\_ [full address and telephone number] as  
20 my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_