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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LEONARDO ANTOLIN,
Plaintiff,
v.
WALMART INC., a business entity
form unknown; WAL-MART
STORES INC.; and DOES 1-100,
inclusive,
Defendants..

CASE NO.: 2:22-cv-06452 SVW (MARx)
**STIPULATED PROTECTIVE
ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose, other than prosecuting this litigation, may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,

1 below, that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from
4 the court to file material under seal.

5 1.2 GOOD CAUSE STATEMENT

6 WALMART has expressed a willingness to provide the proprietary information,
7 confidential business records and/or trade secrets (“confidential documents and
8 information”) in complying with Plaintiff’s discovery requests, provided that the
9 Court enter the requested protective order. There is good cause to protect said
10 information from public disclosure. It is the intent of the parties that information
11 will not be designated as confidential for tactical reasons and that nothing be so
12 designated without a good faith belief that it has been maintained in a confidential
13 and non-public manner.

14
15 2. DEFINITIONS

16 2.1 Action: This pending federal lawsuit.

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

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

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

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”

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1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or 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 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a
14 party to this Action but are retained to represent or advise a party to this Action and
15 have appeared in this Action on behalf of that party or are affiliated with a law firm
16 which has appeared on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

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1 2.15 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3
4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected Material.
10 Any use of Protected Material at trial will be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12
13 4. DURATION

14 Confidential documents, things and information may be used at trial or at
15 depositions, in accordance with the following safeguards. If confidential
16 documents, things and information are used in depositions, all portions of the
17 transcript of such depositions and exhibits thereto which refer to or relate to such
18 confidential documents, things or information shall themselves be considered as
19 confidential documents. The party introducing such confidential documents, thing
20 and information shall ensure that the court reporter binds the confidential portions
21 of the transcript and exhibits separately and labels them “confidential.” In addition,
22 each deponent is ordered that he may not divulge any confidential documents,
23 things or information except to qualified persons.

24 At the conclusion of this action, all confidential documents, things and
25 information, and all copies thereof, shall be returned to the counsel for WALMART
26 within thirty (30) days.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 WALMART shall mark as “confidential” or “produced pursuant to protective
4 order” or in some similar fashion any document for which it claims protection
5 under this order. The documents, things and information contained in them or
6 gleaned from them shall only be used, shown and disclosed as provided in this
7 order. The term “confidential documents and information” as used in this order
8 shall be construed to include the documents and materials so marked, and their
9 content, substance and the information contained in or gleaned from them. The term
10 shall also be construed to include any summaries, quotes, excerpts and/or
11 paraphrases of the documents, things or information. The designation shall be made
12 in good faith and shall not be made with respect to any document which is in the
13 public domain, such as patents, or any other document which has previously been
14 produced or disseminated without confidentiality protection.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
25 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).

28 A Party or Non-Party that makes original documents available for inspection

1 need not designate them for protection until after the inspecting Party has indicated
2 which documents it would like copied and produced. During the inspection and
3 before the designation, all of the material made available for inspection will be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine
6 which documents, or portions thereof, qualify for protection under this Order. Then,
7 before producing the specified documents, the Producing Party must affix the
8 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
9 portion or portions of the material on a page qualifies for protection, the Producing
10 Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins).

12 (b) for testimony given in depositions that the Designating Party
13 identify the Disclosure or Discovery Material on the record, before the close of the
14 deposition all protected testimony.

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

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

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

7 6.3 If a party contends that any documents, information or portions of
8 them which another party or third party has designated as confidential are not
9 entitled to protection, he may file a motion to change the designation. As per
10 *Stadish v. Superior Court* (1999) 71 Cal.App.4th 1130, the motion to change the
11 designation shall provide notice and an opportunity for the proponent of
12 confidentiality to respond. The burden is placed on the proponent of confidentiality
13 to demonstrate good cause. The documents and information shall remain
14 confidential until their status is changed by stipulation or order.

15
16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles: This protective order is limited to the context of pre-
18 trial civil discovery. This protective order does not restrict dissemination of
19 information if gained from other public sources outside of pre-trial civil discovery.
20 When the Action has been terminated, a Receiving Party must comply with the
21 provisions of section 13 below (FINAL DISPOSITION).

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

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 “CONFIDENTIAL” only to:

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

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

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

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

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

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

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

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

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

23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the
28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

4
5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other
9 protection, the obligations of the Receiving Parties are those set forth in Federal
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
11 whatever procedure may be established in an e-discovery order that provides for
12 production without prior privilege review. Pursuant to Federal Rule of Evidence
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
14 of a communication or information covered by the attorney-client privilege or work
15 product protection, the parties may incorporate their agreement in the stipulated
16 protective order submitted to the court.

17
18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.

5
6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 30
8 days of a written request by the Designating Party, each Receiving Party must
9 return all Protected Material to the Producing Party or destroy such material. As
10 used in this subdivision, "all Protected Material" includes all copies, abstracts,
11 compilations, summaries, and any other format reproducing or capturing any of the
12 Protected Material. Whether the Protected Material is returned or destroyed, the
13 Receiving Party must submit a written certification to the Producing Party (and, if
14 not the same person or entity, to the Designating Party) by the 60 day deadline that
15 (1) identifies (by category, where appropriate) all the Protected Material that was
16 returned or destroyed and (2) affirms that the Receiving Party has not retained any
17 copies, abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the Protected Material. Notwithstanding this provision, Counsel
19 are entitled to retain an archival copy of all pleadings, motion papers, trial,
20 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
21 and trial exhibits, expert reports, attorney work product, and consultant and expert
22 work product, even if such materials contain Protected Material. Any such archival
23 copies that contain or constitute Protected Material remain subject to this Protective
24 Order as set forth in Section 4 (DURATION).

25
26 14. Any willful violation of this Order may be punished by civil or criminal
27 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
28 authorities, or other appropriate action at the discretion of the Court.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED: November 23, 2022 /s/ Vincent Consolo_____

4 Attorneys for Plaintiff

5

6 DATED: November 23, 2022 /s/ Michael F. Colbert_____

7 Attorneys for Defendant

8

9 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that the content of
10 this document is acceptable to T. Vincent Consolo, Esq., counsel for LEONARDO
11 ANTOLIN, and that I have obtained Mr. Consolo’s authorization to affix his
12 electronic signature to this Stipulated Protective Order.

13

14 /s/ Michael F. Colbert_____

15 Michael F. Colbert, Esq.

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18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19

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21 DATED: December 2, 2022 _____

22 HON. MARGO A. ROCCONI

23 United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on _____ [date] in the case of _____ [insert formal case name and the
8 numbers and initials assigned to it by the court]. I agree to comply with and to
9 be bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and
11 punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.
15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where signed: _____

25
26 Printed name: _____

27
28 Signature: _____

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CERTIFICATE OF SERVICE

I hereby certify that the following document(s):

STIPULATED PROTECTIVE ORDER

was/were served on this date to counsel of record:

BY MAIL: By placing a copy of the same in the United States Mail, postage prepaid, and sent to their last known address(es) listed below.


BY E-MAIL DELIVERY: Based on an agreement of the parties to accept service by e-mail or electronic transmission, I sent the above document(s) to the person(s) at the e-mail address(es) listed below. I did not receive, within a reasonable amount of time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY ELECTRONIC TRANSMISSION: I electronically filed the above document(s) with the Clerk of the Court using the CM/ECF system. The CM/ECF system will send notification of this filing to the person(s) listed below.

T. Vincent Consolo, Esq.
Law Offices of Gerald L. Marcus
24025 Park Sorrento, Suite 430
Calabasas, CA 91302
Tel: (818) 784-8544
Fax: (818) 784-5970
Email: vinnie@injurynetwork.org;
Carmela@INJURYNETWORK.ORG

**Attorney for Plaintiff
LEONARDO ANTOLIN**

Executed on **November 23, 2022**, at Los Angeles, California.



Kaitlyn Laurio