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10 Attorneys for Defendant,  
 11 **HOME DEPOT U.S.A., INC.**

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

14 CONSUELO GOMEZ,

15 Plaintiff,

16 vs.

17 HOME DEPOT U.S.A., INC.; and  
 18 DOES 1-25, inclusive.

19 Defendants.

Case No.: 2:24-cv-01923-SB-AGR  
 [Complaint Filed: 1/12/24; Hon. Stanley  
 J. Blumenfeld, Jr.; Trial Date: Not Set]

**[DISCOVERY MATTER]**

**STIPULATED PROTECTIVE  
 ORDER**

20  
 21  
 22 1. A. PURPOSES AND LIMITATIONS

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

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The parties further acknowledge, as set forth  
4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
5 to a file confidential information under seal; Civil Local Rule 79-5 sets forth the  
6 procedures that must be followed and the standards that will be applied when a party  
7 seeks permission from the court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve sensitive and confidential inter-agency  
10 documents related to the incident that should be protected from public  
11 dissemination. The pending discovery requests, as well as anticipated future  
12 requests, would require the production of information Home Depot considers  
13 confidential, proprietary, and private, business interests. Home Depot is the leading  
14 home improvement retailer and maintains its competitive advantage, in part, by  
15 being at the forefront of innovative business ideas, practices and operations. Home  
16 Depot has been able to attain and maintain its position in the industry by taking  
17 advantage of the collective experience and knowledge of its associates and by  
18 investing resources to develop sound operating practices and a unique manner of  
19 doing business, all of which are embodied, in part, in the Company's policies. This  
20 advantage would be greatly diminished if Home Depot's policies were publicly  
21 disclosed making them available to the competitors.

22 Accordingly, to expedite the flow of information, to facilitate the prompt  
23 resolution of disputes over confidentiality of discovery materials, to adequately  
24 protect information the parties are entitled to keep confidential, to ensure that the  
25 parties are permitted reasonable necessary uses of such material in preparation for  
26 and in the conduct of trial, to address their handling at the end of the litigation, and  
27 serve the ends of justice, a protective order for such information is justified in this  
28 matter. It is the intent of the parties that information will not be designated as

1 confidential for tactical reasons and that nothing be so designated without a good  
2 faith belief that it has been maintained in a confidential, non-public manner, and  
3 there is good cause why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit in CONSUELO GOMEZ, an  
6 individual, v. HOME DEPOT U.S.A., INC. A Delaware Corporation; and DOES  
7 1-25 Inclusive. CASE NO.: 2:24-cv-01923-SB-AGR.

8 2.2 Challenging Party: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored, or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced  
22 or generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, including support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20 3. SCOPE

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

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

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided  
28 in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
9 contains protected material. If only a portion or portions of the material on a page  
10 qualifies for protection, the Producing Party also must clearly identify the protected  
11 portion(s) (e.g., by making appropriate markings in the margins).

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

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

27 (c) for information produced in some form other than documentary and  
28 for any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the  
2 legend “CONFIDENTIAL.” If only a portion or portions of the information  
3 warrants protection, the Producing Party, to the extent practicable, shall identify the  
4 protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive  
7 the Designating Party’s right to secure protection under this Order for such material.  
8 Upon timely correction of a designation, the Receiving Party must make reasonable  
9 efforts to assure that the material is treated in accordance with the provisions of this  
10 Order.

## 11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
16 resolution process under Civil Local Rule 37-1 et seq.

17 6.3 The burden of persuasion in any such challenge proceeding shall be  
18 on the Designating Party. Frivolous challenges, and those made for an improper  
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
20 parties), may expose the Challenging Party to sanctions. Unless the Designating  
21 Party has waived or withdrawn the confidentiality designation, all parties shall  
22 continue to afford the material in question the level of protection to which it  
23 is entitled under the Producing Party’s designation until the Court rules on the  
24 challenge.

## 25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection with this  
28 Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
2 conditions described in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of Section 13 below (FINAL  
4 DISPOSITION).

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

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

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

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

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

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing



1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
2 they will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may  
6 be separately bound by the court reporter and may not be disclosed to anyone except  
7 as permitted under this Stipulated Protective Order; and

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

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
11 IN OTHER LITIGATION

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

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with  
24 the subpoena or court order shall not produce any information designated in this  
25 action as “CONFIDENTIAL” before a determination by the court from which the  
26 subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission. The Designating Party shall bear the burden and expense of seeking  
28 protection in that court of its confidential material, and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action  
2 to disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by  
6 a Non-Party in this Action and designated as "CONFIDENTIAL." Such  
7 information produced by Non-Parties in connection with this litigation is protected  
8 by the remedies and relief provided by this Order. Nothing in these provisions  
9 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

22 (c) If the Non-Party fails to seek a protective order from this Court  
23 within 14 days of receiving the notice and accompanying information, the  
24 Receiving Party may produce the Non-Party's confidential information responsive  
25 to the discovery request. If the Non-Party timely seeks a protective order, the  
26 Receiving Party shall not produce any information in its possession or control that  
27 is subject to the confidentiality agreement with the Non-Party before a  
28 determination by the Court. Absent a court order to the contrary, the Non-Party

1 shall bear the burden and expense of seeking protection in this Court of its Protected  
2 Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
9 or persons to whom unauthorized disclosures were made of all the terms of this  
10 Order, and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

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

24 12. MISCELLANEOUS

25 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
26 to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

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

10 13. FINAL DISPOSITION

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

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

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

5  
6  
7 Dated: May 3, 2024

**LAW OFFICES OF  
ANDREW ZEYTUNTSYAN, PC**

8  
9 By: /s/ Svetlana Darbinyan  
10 Andrew Zeytuntsyan, Esq.  
11 Svetlana Darbinyan, Esq.  
12 Attorneys for Plaintiff,  
**CONSUELO GOMEZ**

13  
14  
15 Dated: April 26, 2024

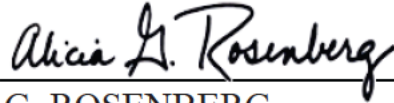
**IVIE McNEILL WYATT  
PURCELL & DIGGS**

16  
17 By: /s/ MARIE MAURICE  
18 Marie B. Maurice, Esq.  
19 Christian A. Abella, Esq.  
20 Attorneys for Defendant,  
**HOME DEPOT U.S.A., INC.**

ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 9, 2024



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ALICIA G. ROSENBERG  
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  
5 under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on [date] in the case of *CONSUELO GOMEZ v.*  
8 *HOME DEPOT U.S.A., INC.*; CASE NO.: 2:24-cv-01923-SB-AGR. I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order,  
10 and I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

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

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

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

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

27  
28 Signature: \_\_\_\_\_