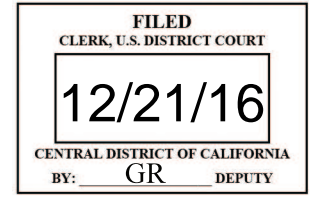


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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JUAN GARCIA, on behalf of himself  
and all others similarly situated and the  
general public,  
  
                    Plaintiff,  
  
                                            v.  
  
WAL-MART STORES, INC., a  
Delaware corporation; and DOES 1 to  
100, inclusive,  
  
                    Defendants.

CASE NO.: 5:16-CV-01645 BRO (RAOx)  
  
**STIPULATED PROTECTIVE ORDER<sup>1</sup>**

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<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver’s Procedures, other than Sections 7.3 and 7.4 below.

1 1. A. PURPOSES AND LIMITATIONS

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

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve the exchange of non-publicly available  
13 documents of a sensitive, confidential, and/or proprietary nature, including financial,  
14 technical, and internal security information, and private information concerning  
15 Wal-Mart Stores, Inc.'s ("Wal-Mart") current and former employees. Special  
16 protection from public disclosure and from use for any purpose other than  
17 prosecution of this action is warranted for these documents. Such confidential and  
18 proprietary materials and information may consist of, among other things,  
19 confidential business or financial information, personal information regarding Wal-  
20 Mart's current and former hourly, non-exempt employees at its California  
21 distribution centers (including but not limited to, personnel records, compensation,  
22 home addresses, home telephone numbers, and personal email addresses),  
23 information regarding Wal-Mart's human resources policies and procedures,  
24 information regarding Wal-Mart's internal asset security policies and procedures,  
25 and information otherwise generally unavailable to the public, or which may be  
26 privileged or otherwise protected from disclosure under state or federal statutes,  
27 court rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the parties are entitled to keep confidential, to ensure that the  
4 parties are permitted reasonable necessary uses of such material in preparation for  
5 and in the conduct of trial, to address their handling at the end of the litigation, and  
6 serve the ends of justice, a protective order for such information is justified in this  
7 matter. It is the intent of the parties that information will not be designated as  
8 confidential for tactical reasons and that nothing be so designated without a good  
9 faith belief that it has been maintained in a confidential, non-public manner, and  
10 there is good cause why it should not be part of the public record of this case.

11 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
12 SEAL

13 The parties further acknowledge, as set forth in Section 12.3, below, that this  
14 Stipulated Protective Order does not entitle them to file confidential information  
15 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
16 and the standards that will be applied when a party seeks permission from the court  
17 to file material under seal.

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

5 Further, if a party requests sealing related to a dispositive motion or trial, then  
6 compelling reasons, not only good cause, for the sealing must be shown, and the  
7 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
8 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
9 each item or type of information, document, or thing sought to be filed or introduced  
10 under seal in connection with a dispositive motion or trial, the party seeking  
11 protection must articulate compelling reasons, supported by specific facts and legal  
12 justification, for the requested sealing order. Again, competent evidence supporting  
13 the application to file documents under seal must be provided by declaration.

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

20 **2. DEFINITIONS**

21 2.1 Action: The above-entitled pending federal lawsuit.

22 2.2 “ATTORNEYS' EYES ONLY” Information or Items: Information  
23 (regardless of how it is generated, stored, or maintained) or tangible items that  
24 contain corporate trade secrets, nonpublic research and development data, pricing  
25 formulas, prospective inventory management programs, confidential business  
26 information not generally known to the general public, and customer-related  
27 information.

1           2.3 Challenging Party: A party or Non-Party that challenges the  
2 designation of information or items under this Order.

3           2.4 “CONFIDENTIAL” Information or Items: Information (regardless of  
4 how it is generated, stored, or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
6 the Good Cause Statement.

7           2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.6 Designating Party: A Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

12           2.7 Disclosure or Discovery Material: All items or information regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16           2.8 Expert: A person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or a consultant in this Action.

19           2.9 House Counsel: Attorneys who serve as general counsel for, or are  
20 employees of, a party to this Action. House Counsel does not include Outside  
21 Counsel of Record or any other outside counsel.

22           2.10 Non-Party: Any natural person, partnership, corporation, association,  
23 or other legal entity not named as a Party to this Action.

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

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

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

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

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

12          2.16 Receiving Party: A Party that receives Disclosure or Discovery  
13 Material from a Producing Party.

14 3.    SCOPE

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

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

22 4.    DURATION

23          Once a case proceeds to trial, information that was designated as  
24 CONFIDENTIAL or ATTORNEYS’ EYES ONLY, or maintained pursuant to this  
25 protective order used or introduced as an exhibit at trial becomes public and will be  
26 presumptively available to all members of the public, including the press, unless  
27 compelling reasons supported by specific factual findings to proceed otherwise are  
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1 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
2 (distinguishing “good cause” showing for sealing documents produced in discovery  
3 from “compelling reasons” standard when merits-related documents are part of court  
4 record). Accordingly, the terms of this protective order do not extend beyond the  
5 commencement of the trial, as to information used or introduced as an exhibit at  
6 trial.

7 With respect to all other information designated as CONFIDENTIAL or  
8 ATTORNEYS’ EYES ONLY, or maintained pursuant to this protective order, even  
9 after final disposition of this litigation, the confidentiality obligations imposed by  
10 this Order shall remain in effect until a Designating Party agrees otherwise in  
11 writing or a court order otherwise directs. Final disposition shall be deemed to be  
12 the later of (1) dismissal of all claims and defenses in this action, with or without  
13 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
14 appeals, rehearings, remands, trials, or reviews of this action, including the time  
15 limits for filing any motions or applications for extension of time pursuant to  
16 applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection  
20 under this Order must take care to limit any such designation to specific material  
21 that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items, or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

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

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

7 5.2 Manner and Timing of Designations.

8 Except as otherwise provided in this Order (see, e.g., second paragraph of  
9 Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
10 Material that qualifies for protection under this Order must be clearly so designated  
11 before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) For information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" (hereinafter  
17 "CONFIDENTIAL legend" or "ATTORNEYS' EYES ONLY legend"), to each  
18 page that contains protected material. If only a portion of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

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

7 (b) For testimony given in depositions, that the Designating Party identifies  
8 the Disclosure or Discovery Material on the record, before the close of the  
9 deposition, or in writing within ten business days after receipt of the final deposition  
10 transcript, all protected testimony.

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

### 17 5.3 Inadvertent Failures to Designate.

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

## 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

### 24 6.1 Timing of Challenges.

25 Any Party or Non-Party may challenge a designation of confidentiality at any  
26 time that is consistent with the Court’s Scheduling Order.

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6.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1, et seq.

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

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles.

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

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

7.2 Disclosure of “CONFIDENTIAL” Information or Items.

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

1 (a) The Named Parties to this action, including but not limited to, Outside  
2 Counsel of Record, as well as employees of said Outside Counsel of Record, to  
3 whom it is reasonably necessary to disclose the information for this Action;

4 (b) The officers, directors, and employees (including House Counsel) of the  
5 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 a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) During their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
19 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 except  
24 as permitted under this Stipulated Protective Order;

25 (i) Any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions; and  
27

1 (j) Any 3<sup>rd</sup> party vendor agreed to by the Parties for mailing and/or  
2 disbursing communications to Putative Class Members.

3 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the  
5 Designating Party, a Receiving Party may disclose any information or item  
6 designated “ATTORNEYS’ EYES ONLY” only to:

7 (a) The Receiving Party’s Outside Counsel of Record, as well as employees  
8 of said Outside Counsel of Record, to whom it is reasonably necessary to disclose  
9 the information for this Action; and

10 (b) The Receiving Party’s House Counsel, as well as employees of said  
11 House Counsel, to whom it is reasonably necessary to disclose the information for  
12 this Action.

13 7.4 Use of Potential Class Members’ Information.

14 Notwithstanding Section 7.2 above, the Receiving Party’s Counsel may  
15 contact potential class members whose contact information are identified in any  
16 Protected Material. However, in so doing, the Receiving Party’s Counsel, as well as  
17 Designating Party’s counsel, are limited by the following: (1) Counsel must inform  
18 each potential class member that he or she has a right not to talk to Counsel and that,  
19 if he or she elects not to talk to Counsel, the Receiving Party’s Counsel will  
20 terminate the contact and not contact that individual again; (; and (2) any  
21 communications to potential class members must be fair and accurate, and must not  
22 be misleading, intimidating, or coercive. *See, e.g., Guadalupe Salazar v.*  
23 *McDonald’s Corp.*, Case No. 14-CV-2096-RS (MEJ), 2016 WL 736213, at \*5 (N.D.  
24 Cal. Feb. 25, 2016); *Salgado v. Land O’Lakes, Inc.*, Case No. 13-CV-0798-LJO  
25 (SMS), 2014 WL 7272784, at \*12 (E.D. Cal. Dec. 18, 2014); *Benedict v. Hewlett-*  
26 *Packard Co.*, Case No. 13-CV-0119-LHK, 2013 WL 3215186, at \*2-3 (N.D. Cal.  
27 June 25, 2013).

1 8. PROTECTED MATERIAL SUBPOENED OR ORDERED PRODUCED IN  
2 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” or “ATTORNEYS’ EYES ONLY,” that Party must:

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

8 (b) Promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the

10 (c) Subpoena or order is subject to this Protective Order. Such notification  
11 shall include a copy of this Stipulated Protective Order; and

12 (d) Not oppose any reasonable procedures sought to be pursued by the  
13 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 shall not produce any information designated in this  
16 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a  
17 determination by the court from which the subpoena or order issued, unless the  
18 Party has obtained the Designating Party’s permission. The Designating Party shall  
19 bear the burden and expense of seeking protection in that court of its confidential  
20 material and nothing in these provisions should be construed as authorizing or  
21 encouraging a Receiving Party in this Action to disobey a lawful directive from  
22 another court.

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 Non-  
26 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’  
27 EYES ONLY.” Such information produced by Non-Parties in connection with this

1 litigation is protected by the remedies and relief provided by this Order. Nothing in  
2 these provisions should be construed as prohibiting a Non-Party from seeking  
3 additional protections.

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

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

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

14 (3) Make the information requested available for inspection by the  
15 Non- Party, if requested.

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

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

6 11. INADVERTANT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

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

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief.

20 Nothing in this Order abridges the right of any person to seek its modification  
21 by the Court in the future.

22 12.2 Right to Assert Other Objections.

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

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12.3 Filing Protected Material.

Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

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



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

3 14. VIOLATION

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

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
9

10 DATED: December 21, 2016

LTL ATTORNEYS LLP

11 /s/ Anthony D. Sbardellati

12 Steven C. Gonzalez

13 David W. Ammons

14 Anthony D. Sbardellati

Anthony William Gomez

15 Attorneys for Defendant

16 Wal-Mart Stores, Inc.  
17  
18

19 DATED: December 21, 2016

LAW OFFICE OF JOSEPH ANTONELLI

20 LAW OFFICES OF KEVIN T. BARNES

21 LAW OFFICES OF RAPHAEL A. KATRI

22 /s/Janelle Carney

23 Joseph Antonelli

Janelle Carney

24 Kevin T. Barnes

25 Gregg Lander

Raphael A. Katri

26 Attorneys for Plaintiff

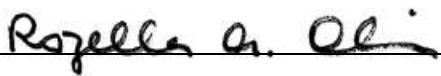
27 Juan Garcia  
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*The filer, Anthony D. Sbardellati, attests that the other signatory listed, on whose behalf this filing is submitted, concurs in the filing's content and has authorized the filing.*

FOR GOOD CAUSE SHOWN, IT SO ORDERED.

DATED: December 21, 2016

  
\_\_\_\_\_  
Hon. Rozella A. Oliver  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name],

4 of

5 \_\_\_\_\_  
6 [print or type full address], declare under penalty of perjury that I have read in its  
7 entirety and understand the Stipulated Protective Order that was issued by the  
8 United

9 States District Court for the Central District of California on [date] in the case of  
10 *Juan Garcia v. Wal-Mart Stores, Inc.*, No. 5:16-CV-01645-BRO (RAOx). I agree to  
11 comply with and to be bound by all the terms of this Stipulated Protective Order and  
12 I understand and acknowledge that failure to so comply could expose me to  
13 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
14 not disclose in any manner any information or item that is subject to this Stipulated  
15 Protective Order to any person or entity except in strict compliance with the  
16 provisions of this Order.

17 I further agree to submit to the jurisdiction of the United States District Court  
18 for the Central District of California for enforcing the terms of this Stipulated  
19 Protective Order, even if such enforcement proceedings occur after termination of  
20 this action.

21 I hereby appoint \_\_\_\_\_ [print or type full name]

22 of \_\_\_\_\_

23 [print or type full address and telephone number] as my California agent for service  
24 of process in connection with this action or any proceedings related to enforcement  
25 of this Stipulated Protective Order.

26 Date: \_\_\_\_\_

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

1 Printed Name: \_\_\_\_\_

2 Signature: \_\_\_\_\_

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