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 10 Walmart Inc. and Wal-Mart Associates, Inc.

11 [Additional Counsel on Following Page]

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

15 CLAUDIA CARR and LASHAWNA  
 16 WICKER, individually and on behalf of all  
 others similarly situated;

17 Plaintiff,

18 v.

19  
 20 WALMART, INC., a corporation, WAL-  
 21 MART ASSOCIATES, INC., a  
 22 corporation, and DOES 1 through 50,  
 inclusive;

23 Defendants.

CASE NO. 5:21-cv-01429-AB-KK

Hon. Kenly Kiya Kato  
 Courtroom 3 or 4

**STIPULATED PROTECTIVE  
 ORDER**

Complaint Filed: June 5, 2020  
 Consolidated Complaint Filed: July 23,  
 2021  
 Action Removed: August 20, 2021

**STIPULATED PROTECTIVE ORDER**

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22 Attorneys for Plaintiffs Claudia Carr and Lashawna Wicker

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords  
8 from public disclosure and use extends only to the limited information or items that are  
9 entitled to confidential treatment under the applicable legal principles. The parties  
10 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
11 Order does not entitle them to file confidential information under seal; Civil Local Rule  
12 79-5 sets forth the procedures that must be followed and the standards that will be  
13 applied when a party seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets, customer and pricing lists and other  
16 valuable research, development, commercial, financial, private, technical and/or  
17 proprietary information for which special protection from public disclosure and from use  
18 for any purpose other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 personnel information, confidential business or financial information, information  
21 regarding confidential business practices, or other confidential research, development, or  
22 commercial information (including information implicating privacy rights of third  
23 parties), information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal constitutions,  
25 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow  
26 of information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to keep  
28 confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the end  
2 of the litigation, and serve the ends of justice, a protective order for such information is  
3 justified in this matter. It is the intent of the parties that information will not be  
4 designated as confidential for tactical reasons and that nothing be so designated without a  
5 good faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: this pending federal lawsuit.

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

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

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

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

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
20 medium or manner in which it is generated, stored, or maintained (including, among  
21 other things, testimony, transcripts, and tangible things), that are produced or generated  
22 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 an  
25 expert witness or as a consultant in this Action. House Counsel: attorneys who are  
26 employees of a party to this Action.

27 2.8 House Counsel: does not include Outside Counsel of Record or any other  
28 outside counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association, or  
2 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 to  
4 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 has  
6 appeared on behalf of that party, and includes 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 support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
15 their employees and subcontractors.

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

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

20 3. SCOPE

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

26          Any use of Protected Material at trial shall be governed by the orders of the trial  
27 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 otherwise in  
4 writing or a court order otherwise directs. Final disposition shall be deemed to be the  
5 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
6 and (2) final judgment herein after the completion and exhaustion of all appeals,  
7 rehearings, remands, trials, or reviews of this Action, including the time limits for filing  
8 any motions or applications for extension of time pursuant to applicable law.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
11 Party or Non-Party that designates information or items for protection under this Order  
12 must take care to limit any such designation to specific material that qualifies under the  
13 appropriate standards. The Designating Party must designate for protection only those  
14 parts of material, documents, items, or oral or written communications that qualify so  
15 that other portions of the material, documents, items, or communications for which  
16 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
27 must be clearly so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

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

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

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

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

1           5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
2 to designate qualified information or items does not, standing alone, waive the  
3 Designating Party’s right to secure protection under this Order for such material. Upon  
4 timely correction of a designation, the Receiving Party must make reasonable efforts to  
5 assure that the material is treated in accordance with the provisions of this Order.

6           6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1    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           6.2    Meet and Confer. The Challenging Party shall initiate the dispute resolution  
10 process under Local Rule 37.1 et seq.

11          6.3    The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
13 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
15 the confidentiality designation, all parties shall continue to afford the material in question  
16 the level of protection to which it is entitled under the Producing Party’s designation until  
17 the Court rules on the challenge.

18          7.    ACCESS TO AND USE OF PROTECTED MATERIAL

19          7.1    Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this Action  
21 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
22 Material may be disclosed only to the categories of persons and under the conditions  
23 described in this Order. When the Action has been terminated, a Receiving Party must  
24 comply with the provisions of section 13 below (FINAL DISPOSITION).

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



1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

12           (d)    the court and its personnel;

13           (e)    court reporters and their staff;

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

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

19           (h)    during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not  
22 be permitted to keep any confidential information unless they sign the “Acknowledgment  
23 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
24 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
25 depositions that reveal Protected Material may be separately bound by the court reporter  
26 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
27 Order; and  
28

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

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

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

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

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

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

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

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

26 (a) The terms of this Order are applicable to information produced by a  
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the remedies

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

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

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

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

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

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

21 Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected 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 writing  
27 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
28 all unauthorized copies of the Protected Material, (c) inform the person or persons to

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

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

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection, the  
8 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
9 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
10 established in an e-discovery order that provides for production without prior privilege  
11 review. The production of privileged or work-product protected documents,  
12 electronically stored information (ESI) or information, whether inadvertent or otherwise,  
13 is not a waiver of the privilege or protection from discovery in this case or in any other  
14 federal or state proceeding. This Order shall be interpreted to provide the maximum  
15 protection allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable  
16 and granted full faith and credit in all other state and federal proceedings by 28 U.S.  
17 Code § 1738. In the event of any subsequent conflict of law, the law that is most  
18 protective of privilege and work product shall apply.

19 12. MISCELLANEOUS

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

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

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

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

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
7 of a written request by the Designating Party, each Receiving Party must return all  
8 Protected Material to the Producing Party or destroy such material. As used in this  
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected Material.  
11 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
12 a written certification to the Producing Party (and, if not the same person or entity, to the  
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
15 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
16 any other format reproducing or capturing any of the Protected Material.

17 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
20 consultant and expert work product, even if such materials contain Protected Material.  
21 Any such archival copies that contain or constitute Protected Material remain subject to  
22 this Protective Order as set forth in Section 4 (DURATION).

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

25 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

1 ATTORNEYS FOR PLAINTIFFS:

2 YOON LAW, APC

3 By: /s/ Kenneth H. Yoon

4  
5 DATED: January 6, 2022

6  
7 ATTORNEYS FOR DEFENDANTS:

8  
9 GREENBERG TRAURIG, LLP

10 By: /s/ Matthew R. Gershman

11  
12 DATED: January 6, 2022

13 Attestation Regarding Signatures

14  
15 I, Matthew R. Gershman, attest pursuant to L.R. 5-4.3.4(a)(2)(i) that all other  
16 signatories listed above, and on whose behalf this filing is submitted, concur in this  
17 filing's content and have authorized this filing.

18 /s/ Matthew R. Gershman

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20  
21 DATED: January 7, 2022

22  
23 

24  
25 Hon. Kenly Kiya Kato  
26 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type  
4 full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District  
6 Court for the Central District of California on \_\_\_\_\_ in the case of *Claudia*  
7 *Carr and Lashawna Wicker v. Walmart Inc. and Wal-Mart Associates, Inc.*, Case No.  
8 5:21-cv-01429-AB-KK. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply  
10 could expose me to sanctions and punishment in the nature of contempt. I solemnly  
11 promise that I will not disclose in any manner any information or item that is subject to  
12 this Stipulated Protective Order to any person or entity except in strict compliance with  
13 the provisions of this Order.

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

21 Date: \_\_\_\_\_

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

23 Printed name: \_\_\_\_\_

24 Signature: \_\_\_\_\_