

1 **O'HAGAN MEYER**
 2 THEODORE C. PETERS (SBN 235115)
 3 CECILE VUE (SBN 332600)
 4 2615 Pacific Coast Highway, Suite 300
 5 Hermosa Beach, CA 90254
 6 Tel: 310.807.1100 | Fax: 310.807.1115
 7 Email: tpeters@ohaganmeyer.com
 8 Email: cvue@ohaganmeyer.com

7 *Attorneys for Defendant*
 8 *WALMART INC.*

10 **UNITED STATES DISTRICT COURT**
 11
 12 **CENTRAL DISTRICT OF CALIFORNIA**

13 CHRISTINE G. MARQUEZ, an Individual,
 14
 15 Plaintiff,
 16 vs.

Case No.: 5:23-cv-00058 JGB (SPx)

STIPULATED PROTECTIVE ORDER

17 WALMART, INC.; and DOES 1 to 50,
 18 Inclusive,
 19 Defendants.

HON. SHERI PYM, U.S.
 MAGISTRATE JUDGE

23 1. INTRODUCTION

24 1.1 PURPOSES AND LIMITATIONS

26 Discovery in this action may involve production of confidential, proprietary,
 27 or private information for which special protection from public disclosure and from
 28

O'HAGAN MEYER
ATTORNEYS & ADVISORS

1 use for any purpose other than prosecuting this litigation may be warranted.

2 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
3 following Stipulated Protective Order. The Parties acknowledge that this Order does
4 not confer blanket protections on all disclosures or responses to discovery and that
5 the protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable
7 legal principles. The Parties further acknowledge, as set forth in Section 12.3 below,
8 that this Order does not entitle them to file Confidential Information under seal;
9 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a Party seeks permission from the Court to file
11 material under seal.
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15 1.2 GOOD CAUSE STATEMENT

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17 Good cause exists for the entry of this Order. This action is likely to involve
18 internal policies and procedures, customer and employees' personal information and
19 personnel file, medical records, health information, and other valuable research,
20 development, commercial, financial, technical and/or proprietary information
21 for which special protection from public disclosure and from use for any purpose
22 other than prosecution of this action is warranted. Such confidential and proprietary
23 materials and information consist of, among other things, confidential employees'
24 information and personnel files, health and medical records, internal work policies
25 and procedures, confidential business practices, or other confidential research,
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1 development, or commercial information (including information implicating privacy
2 rights of third parties), information otherwise generally unavailable to the public, or
3 which may be privileged or otherwise protected from disclosure under state or
4 federal statutes, court rules, case decisions, or common law. Accordingly, to
5 expedite the flow of information, to facilitate the prompt resolution of disputes over
6 confidentiality of discovery materials, to adequately protect information the parties
7 are entitled to keep confidential, to ensure that the parties are permitted reasonable
8 necessary uses of such material in preparation for and in the conduct of trial, to
9 address their handling at the end of the litigation, and serve the ends of justice, a
10 protective order for such information is justified in this matter. It is the intent of the
11 parties that information will not be designated as confidential for tactical reasons and
12 that nothing be so designated without a good faith belief that it has been maintained
13 in a confidential, non-public manner, and there is good cause why it should not be
14 part of the public record of this case.

19 2. DEFINITIONS

20 2.1 Action: *Christine G. Marquez v. Walmart, Inc., et al.*, Case No.: 5:23-
21 cv-00058 JGB (SPx)

22 2.2 Challenging Party: a Party or Nonparty that challenges the designation
23 of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored, or maintained) or tangible things that qualify for
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1 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the
2 Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5
6 2.5 Designating Party: a Party or Nonparty that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”
9

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.
14

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this action.
18

19 2.8 House Counsel: attorneys who are employees of a Party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.
22

23 2.9 Nonparty: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.
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26 2.10 Outside Counsel of Record: attorneys who are not employees of a
27 Party to this Action but are retained to represent or advise a Party and have appeared
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1 in this Action on behalf of that Party or are affiliated with a law firm that has
2 appeared on behalf of that Party, including support staff.

3 2.11 Party: any Party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).
6

7 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
8 Discovery Material in this Action.
9

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (for example, photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.
14

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL.”
17

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.
20

21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above) but also any information copied or extracted
24 from Protected Material; all copies, excerpts, summaries, or compilations of
25 Protected Material; and any testimony, conversations, or presentations by Parties or
26 their Counsel that might reveal Protected Material.
27
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1 Any use of Protected Material at trial will be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 4. DURATION

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

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Each Party or Nonparty that designates information or items for
13 protection under this Order must take care to limit any such designation to specific
14 material that qualifies under the appropriate standards. The Designating Party must
15 designate for protection only those parts of material, documents, items, or oral or
16 written communications that qualify so that other portions of the material,
17 documents, items, or communications for which protection is not warranted are not
18 swept unjustifiably 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 (for example, to unnecessarily encumber the case-development process or to
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1 impose unnecessary expenses and burdens on other parties) may expose the
2 Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items it
4 designated for protection do not qualify for that level of protection, that Designating
5 Party must promptly notify all other Parties that it is withdrawing the inapplicable
6 designation.
7

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9 5.2 Except as otherwise provided in this Order, 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

13 Designation in conformity with this Order requires the following:

14 (a) for information in documentary form (for example, paper or electronic
15 documents but excluding transcripts of depositions or other pretrial or trial
16 proceedings), the Producing Party must affix at a minimum the legend
17 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion
18 or portions of the material on a page qualify for protection, the Producing Party must
19 clearly identify the protected portion(s) (for example, by making appropriate
20 markings in the margins).
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23 A Party or Nonparty that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all material made available for inspection must be treated as
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1 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
2 wants copied and produced, the Producing Party must determine which documents,
3 or portions thereof, qualify for protection under this Order. Then, before producing
4 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
5 legend to each page that contains Protected Material. If only a portion or portions of
6 the material on a page qualify for protection, the Producing Party also must clearly
7 identify the protected portion(s) (for example, by making appropriate markings in
8 the margins).

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

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

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

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4
5 6.1 Any Party or Nonparty may challenge a designation of confidentiality
6 at any time consistent with the Court's scheduling order.

7 6.2 The Challenging Party must initiate the dispute-resolution process (and,
8 if necessary, file a discovery motion) under Local Rule 37.

9
10 6.3 The burden of persuasion in any such proceeding is on the Designating
11 Party. Frivolous challenges, and those made for an improper purpose (for example,
12 to harass or impose unnecessary expenses and burdens on other parties), may expose
13 the Challenging Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties must continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party's designation until the Court rules on the challenge.
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19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20
21 7.1 A Receiving Party may use Protected Material that is disclosed or
22 produced by another Party or by a Nonparty in connection with this Action only for
23 prosecuting, defending, or attempting to settle this Action. Such Protected Material
24 may be disclosed only to the categories of people and under the conditions described
25 in this Order. When the Action has been terminated, a Receiving Party must comply
26 with the provisions of Section 13 below (FINAL DISPOSITION).
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a manner sufficiently secure to ensure that access is limited to the
3 people authorized under this Order.

4
5 7.2 Unless otherwise ordered by the Court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item
7 designated “CONFIDENTIAL” only to the following people:

8
9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
10 well as employees of that Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

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

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21
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
26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;
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1 (h) during their depositions, witnesses and attorneys for witnesses to
2 whom disclosure is reasonably necessary, provided that the deposing party requests
3 that the witness sign the form attached as Exhibit A hereto and the witnesses will not
4 be permitted to keep any confidential information unless they sign the form, unless
5 otherwise agreed by the Designating Party or ordered by the Court. Pages of
6 transcribed deposition testimony or exhibits to depositions that reveal Protected
7 Material may be separately bound by the court reporter and may not be disclosed to
8 anyone except as permitted under this Order; and
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10 (i) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed on by any of the Parties engaged in settlement discussions or
12 appointed by the Court.
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14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
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16 IN OTHER LITIGATION
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18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL,” that Party must
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22 (a) promptly notify in writing the Designating Party. Such notification
23 must include a copy of the subpoena or court order unless prohibited by law;
24

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

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.
5

6 If the Designating Party timely seeks a protective order, the Party served with
7 the subpoena or court order should not produce any information designated in this
8 action as “CONFIDENTIAL” before a determination on the protective-order request
9 by the relevant court unless the Party has obtained the Designating Party’s
10 permission. The Designating Party bears the burden and expense of seeking
11 protection of its Confidential Material, and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to disobey
13 a lawful directive from another court.
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17 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
21 protected by the remedies and relief provided by this Order. Nothing in these
22 provisions should be construed as prohibiting a Nonparty from seeking additional
23 protections.
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26 (b) In the event that a Party is required by a valid discovery request to
27 produce a Nonparty’s Confidential Information in its possession and the Party is
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1 subject to an agreement with the Nonparty not to produce the Nonparty's
2 Confidential Information, then the Party must

3 (1) promptly notify in writing the Requesting Party and the Nonparty
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Nonparty;

6 (2) promptly provide the Nonparty with a copy of this Order, the
7 relevant discovery request(s), and a reasonably specific description of the
8 information requested; and
9

10 (3) make the information requested available for inspection by the
11 Nonparty, if requested.

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

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
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1 Order, the Receiving Party must immediately notify the Designating Party in writing
2 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized
3 copies of the Protected Material, inform the person or people to whom unauthorized
4 disclosures were made of the terms of this Order, and ask that person or people to
5 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto
6 as Exhibit A.
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9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain
12 inadvertently produced material is subject to a claim of privilege or other protection,
13 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
14 Procedure 26(b)(5)(B).
15

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17 12. MISCELLANEOUS

18 12.1 Nothing in this Order abridges the right of any person to seek its
19 modification by the Court.
20

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

26 12.3 A Party that seeks to file under seal any Protected Material must
27 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only
28

1 pursuant to a court order authorizing the sealing of the specific Protected Material at
2 issue. If a Party's request to file Protected Material under seal is denied, then the
3 Receiving Party may file the information in the public record unless otherwise
4 instructed by the Court.
5

6 13. FINAL DISPOSITION

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

3 14. SANCTIONS

4 Any willful violation of this Order may be punished by civil or criminal
5 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
6 other appropriate action at the discretion of the Court.
7

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

9 DATED: May 17, 2023

10 Respectfully submitted,
11 O'HAGAN MEYER

12
13 By: _____/s/_____
14 THEODORE C. PETERS
15 CECILE VUE
16 *Attorneys for Defendant*
17 *WALMART INC.*

18
19 DATED: May 17, 2023

20 Respectfully submitted,
21 JAVAHERI & YAHOUDAI

22
23 By: _____/s/_____
24 Alexander B. Boris, Esq.
25 Attorney for Plaintiff,
26 CHRISTINE G. MARQUEZ
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The Court having reviewed the parties agreed protective order, hereby enters the order which shall remain in effect until such time as is modified, amended, or rescinded by the Court.

IT IS SO ORDERED.

Dated: May 25, 2023



HON. SHERI PYM
United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of CHRISTINE G. MARQUEZ v. WALMART, INC., Case No.: 5:23-cv-00058 JGB (SPx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Signature: _____

Printed name: _____