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

14 R.C. and T.S., individually and on  
 15 behalf of all others similarly situated,  
 16 **Plaintiff,**  
 17 v.  
 18 WALGREEN CO. d/b/a  
 WALGREENS, an Illinois Corporation,  
 19 **Defendant.**

Case No. 5:23-cv-01933-JGB-SPx  
 Assigned to: Hon. Jesus G. Bernal  
**STIPULATED PROTECTIVE ORDER**

1 This Stipulated Protective Order (“Order”) is meant to govern the use of, and  
2 protect from public disclosure, any non-public and confidential or proprietary or  
3 private information used or disclosed in this litigation.

4 **A. PURPOSES AND LIMITATIONS**

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

18 **B. GOOD CAUSE STATEMENT**

19 This Action is likely to involve trade secrets, customer and pricing lists and  
20 other valuable research, development, commercial, financial, technical and/or  
21 proprietary information for which special protection from public disclosure and from  
22 use for any purpose other than prosecution of this Action is warranted. Such  
23 confidential and proprietary materials and information consist of, among other things,  
24 confidential business or financial information, information regarding confidential  
25 business practices, or other confidential research, development, or commercial  
26 information (including information implicating privacy rights of third parties),  
27 information otherwise generally unavailable to the public, or which may be privileged  
28 or otherwise protected from disclosure under state or federal statutes, court rules, case

1 decisions, or common law. Accordingly, to expedite the flow of information, to  
2 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
3 to adequately protect information the Parties are entitled to keep confidential, to ensure  
4 that the Parties are permitted reasonable necessary uses of such material in preparation  
5 for 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 faith  
9 belief that it has been maintained in a confidential, non-public manner, and there is  
10 good cause why it should not be part of the public record of this case.

11 **2. DEFINITIONS**

12 The following definitions apply for purposes of this Order:

13 2.1 Action: the above-captioned pending federal lawsuit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for protection  
18 under Federal Rule of Civil Procedure 26(c), or other federal or state laws, rules or  
19 regulations.

20 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
21 their employees and support staff).

22 2.5 Designating Party: a Party or Non-Party that designates documents,  
23 information, or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of  
26 the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, answers to interrogatories, documents,  
28 responses to request for admissions, informal exchanges of information, and tangible

1 things), that are produced or generated in connection with any disclosure in this  
2 Action, whether formally or informally.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness, technical advisor, or consultant in this Action (as well as his or her  
6 employees and support staff).

7 2.8 In-House Counsel: attorneys who are employees of a Party to this Action.  
8 In-House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this Action, and their counsel.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a Party  
13 to this Action but are retained to represent or advise a Party to this Action and have  
14 appeared in this Action on behalf of that Party or are affiliated with a law firm or  
15 governmental agency which has appeared on behalf of that party, and includes support  
16 staff.

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

20 2.12 Privileged Material: Disclosure or Discovery Material protected from  
21 disclosure under the attorney-client privilege, work product doctrine, or any other  
22 privilege or protection afforded or recognized by Rule 26 of the Federal Rules of Civil  
23 Procedure or Rule 501 of the Federal Rules of Evidence or private or protected  
24 information pursuant to state or federal laws, rules, or regulations.

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
26 Discovery Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide litigation support  
28 services (e.g., court-reporting, photocopying, videotaping, providing graphic support

1 services, coding, translating, hosting or reviewing documents, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
3 their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only Protected  
10 Material (as defined above), but also (1) any information copied or extracted from  
11 Protected Material; (2) all copies, excerpts, summaries, translations, or  
12 compilations of Protected Material; and (3) any oral, written, or electronic  
13 communications, testimony or presentations, including for purposes of settlement, by  
14 Parties or their Counsel that might reveal Protected Material. Any use of Protected  
15 Material at trial shall be governed by the orders of the trial judge. This Order does not  
16 govern the use of Protected Material at trial.

17 **4. DURATION**

18 Once a case proceeds to trial, all of the information that was designated as  
19 confidential or maintained pursuant to this protective order becomes public and will  
20 be presumptively available to all members of the public, including the press, unless  
21 compelling reasons supported by specific factual findings to proceed otherwise are  
22 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*  
23 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
24 showing for sealing documents produced in discovery from “compelling reasons”  
25 standard when merits-related documents are part of court record). Accordingly, the  
26 terms of this protective order do not extend beyond the commencement of the trial.

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees otherwise

1 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
2 the later of (1) dismissal of all claims and defenses in this Action, with or without  
3 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
4 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
5 for filing any motions or applications for extension of time pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
24 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated  
25 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
26 Order must be clearly so designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:  
28

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

19 (b) for testimony given in depositions, that the Designating Party identify the  
20 Disclosure or Discovery Material on the record, before the close of the deposition, all  
21 protected testimony, or do so within 15 days of receipt of the transcript of the  
22 proceeding, with the testimony and transcript treated as confidential until such time.  
23 The Designating Party may request of a court reporter that transcript pages containing  
24 Confidential Information be separately bound with the CONFIDENTIAL Legend  
25 affixed to the relevant pages.

26 (c) for documents produced in native format, the Electronically Stored  
27 Information Protocol, or ESI Protocol, to be entered in this Action shall govern the  
28 form and method for marking such documents as Confidential. If only a portion or

1 portions of the document warrant protection, the Producing Party, to the extent  
2 practicable, shall identify the protected portion(s).

3 (d) for tangible items, the CONFIDENTIAL Legend shall be marked on the  
4 face of the tangible item or the container in which the information and item is stored.  
5 If only a portion or portions of the item warrant protection, the Producing Party, to the  
6 extent practicable, shall identify the protected portion(s).

7 (e) for information produced in some form other than documentary and for  
8 any other tangible items, that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information is stored the legend  
10 "CONFIDENTIAL." If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
14 failure to designate qualified information or items does not, standing alone, waive the  
15 Designating Party's right to secure protection under this Order for such material and  
16 such materials shall be treated as Confidential upon written notice by the Producing  
17 Party. The Producing Party shall timely re-produce the information or items with the  
18 appropriate designations (and, if applicable, using the same Bates number as the  
19 original production). Upon timely correction of a designation, the Receiving Party  
20 must make reasonable efforts to return all copies of the information or items produced  
21 without designation and assure that the material is treated in accordance with the  
22 provisions of this Order.

23 5.4 Pursuant to Fed. R. Evid. 502(d), the production of a privileged or work  
24 product-protected document does not waive privilege or protection from discovery in  
25 this case or in any other federal or state proceeding.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**



1           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
2 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
3 Order.

4           6.2 Form of Challenges. The Challenging Party shall object to the propriety  
5 of the designation of specific material as Confidential by providing written notice to  
6 the Designating Party of each designation it is challenging and describing the basis for  
7 each challenge. The Designating Party or its counsel shall within 10 calendar days  
8 respond to such challenge in writing by either: (1) agreeing to remove the  
9 designation(s); or (2) stating the reasons it contends the designation or designations  
10 are proper.

11           6.3 Meet and Confer. If the Designating Party does not agree to remove the  
12 designation(s) and the Challenging Party continues to dispute the designation(s) at  
13 issue, the Challenging Party shall initiate the dispute resolution process under Local  
14 Rule 37.1 *et seq.* Any challenge submitted to the Court shall be via a joint stipulation  
15 pursuant to Local Rule 37-2.

16           6.4 Judicial Intervention. The burden of persuasion in any such challenge  
17 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
18 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
19 on other parties) may expose the Challenging Party to sanctions. Unless the  
20 Designating Party has waived or withdrawn the confidentiality designation, all Parties  
21 shall continue to afford the material in question the level of protection to which it is  
22 entitled under the Producing Party’s designation unless and until the Court orders  
23 otherwise.

24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
3 Protected Material must be stored and maintained by a Receiving Party at a location  
4 and in a secure manner that ensures that access is limited to the persons authorized  
5 under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
9 only to:

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

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

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

18 (d) the Court and its personnel, and any appellate court or other court (and  
19 their personnel) before which the Parties appear in this Action;

20 (e) court reporters and their staff;

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

24 (g) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information or who  
26 was entitled to possess or know the information;

1 (h) potential or actual witnesses in the Action to whom disclosure if  
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
3 Be Bound” (Exhibit A);

4 (i) special masters or discovery referees appointed by the Court;

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

14 (k) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions;

16 (l) relevant employees of any insurer or auditor to a Party to the extent  
17 that such disclosure is reasonably necessary for the defense of that Party in this Action  
18 and who have signed the “Agreement To Be Bound By Protective Order” (Exhibit A);  
19 and

20 (m) any other person to whom the Designating Party, in writing, authorizes  
21 disclosure.

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
23 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

7 If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this  
9 Action as “CONFIDENTIAL” before a determination by the court from which the  
10 subpoena or order issued, unless the Party has obtained the Designating Party’s  
11 permission. The Designating Party shall bear the burden and expense of seeking  
12 protection in that court of its Protected Material, and nothing in these provisions should  
13 be construed as authorizing or encouraging a Receiving Party in this Action to disobey  
14 a lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a Non-  
18 Party in this Action and designated as “CONFIDENTIAL.” Such information  
19 produced by Non-Parties in connection with this litigation is protected by the remedies  
20 and relief provided by this Order. Nothing in these provisions should be construed as  
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to  
23 produce a Non-Party’s confidential information in its possession, and the Party is  
24 subject to an agreement with the Non-Party not to produce the Non-Party’s  
25 confidential information, then the Party shall:

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

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

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

6 (c) If the Non-Party fails to seek a protective order from this Court within 14  
7 calendar days of receiving the notice and accompanying information, the Receiving  
8 Party may produce the Non-Party's Protected Material responsive to the discovery  
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
10 produce any information in its possession or control that is subject to the  
11 confidentiality agreement with the Non-Party before a determination by the Court.  
12 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
13 of seeking protection in this Court of its Protected Material.

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
16 Protected Material to any person or in any circumstance not authorized under this  
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
18 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
19 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
20 persons to whom unauthorized disclosures were made of all the terms of this Order,  
21 (d) return all authorized copies of the Protected Material to the Designating Party no  
22 later than upon receipt such unauthorized copies, and (e) request such person or  
23 persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
24 attached hereto as Exhibit A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
3 may be established in an e-discovery order that provides for production without prior  
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 Parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 Parties may incorporate their agreement in the stipulated protective order submitted to  
8 the Court.

9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future. Any Party, entity or person  
12 covered by this Order may at any time apply to the Court for relief from any provision  
13 of this Order.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
21 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
22 Protected Material at issue. If a Party's request to file Protected Material under seal is  
23 denied by the court, then the Receiving Party may file the information in the public  
24 record unless otherwise instructed by the Court.

25 12.4 Inspecting Certificates (Exhibit A). Except in the event of a good-faith  
26 claim of violation of this Order, the Parties agree not to request copies of the signed  
27 certificates (attached hereto in their unexecuted form as Exhibit A) or to determine the  
28 identities of the persons signing them.

1 **13. FINAL DISPOSITION**

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

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

24  
25 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

26  
27 Dated: September 23, 2024

Respectfully submitted,

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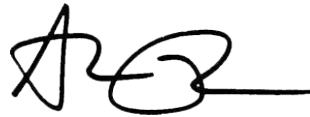
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*Attorneys for Plaintiffs & the Putative  
Classes*

*\* Pro Hac Vice granted*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 25, 2024



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Hon. Sheri Pym  
United States Magistrate Judge

1 **SIGNATURE ATTESTATION**

2 I am the CM/ECF filer whose identification and password are being used to file  
3 the foregoing [Proposed] Stipulated Protective Order. In compliance with Civil Local  
4 Rule 5-4.3.4(a)(2), I hereby attest that every signatory has concurred in this filing.  
5

6 Dated: September 23, 2024

7 /s/ Amy P. Lally  
8 Amy P. Lally

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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 Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_ [date] in the case of *R.C. and T.S. v.*  
8 *Walgreen Co.*, Case No. 5:23-cv-01933. I agree to comply with and to be bound by all  
9 the terms of this Stipulated Protective Order, and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity except  
13 in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this Action.

18 Date: \_\_\_\_\_

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

20  
21 Printed name: \_\_\_\_\_

22  
23 Signature: \_\_\_\_\_