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 WAL-MART ASSOCIATES, INC.

16 **UNITED STATES DISTRICT COURT**  
 17 **CENTRAL DISTRICT OF CALIFORNIA**  
 18

19 TRINA HAYES,  
 20  
 21 Plaintiff,  
 22 v.  
 23 WAL-MART ASSOCIATES, INC., a  
 corporation; and DOES 1-25, inclusive,  
 24 Defendant.  
 25

Case No. 5:24-cv-01856-JLS-PD

**STIPULATION REGARDING  
 PRODUCTION OF CONFIDENTIAL  
 DOCUMENTS AND PROPRIETARY  
 INFORMATION; [PROPOSED]  
 ORDER**

1           **IT IS HEREBY STIPULATED** by and between Plaintiff TRINA HAYES  
2 (“Plaintiff”) and Defendant WAL-MART ASSOCIATES, INC., (“Defendant”)  
3 (collectively, “the Parties”), through their respective attorneys of record, that a  
4 Protective Order be entered by this Court as follows:

5           1.       This Stipulation and Protective Order shall apply to the production and  
6 exchange of all document requests and documents, interrogatories and answers to  
7 interrogatories, depositions, request for admissions and responses to requests for  
8 admissions, exhibits, pleadings, admission of evidence at trial, and all other  
9 information exchanged and furnished in this action by the Parties that are confidential  
10 and/or proprietary.

11          2.       The Parties acknowledge that discovery will require disclosure of  
12 information that is private, personal, privileged, confidential, proprietary, or  
13 nonpublic. As a result, the Parties agree that they will be required to enter this  
14 Stipulation and Protective Order (hereinafter “Order”) on the following terms to  
15 ensure the continuing confidentiality of materials designated as Confidential Material  
16 in this litigation. Confidential Material, as used in this Order, shall refer to any  
17 document or item designated as “Confidential” or “Highly Confidential – Attorneys’  
18 Eyes Only”. The Parties understand that this Order does not confer blanket protections  
19 on all disclosures or responses to discovery and that the protection it affords extends  
20 only to the limited information or items that are entitled under the applicable legal  
21 principles to treatment as confidential. Nothing in this Order shall require any party to  
22 produce any specific document or category of documents which a party deems  
23 inappropriate for production.

24 **I.       Definitions of Confidential Material**

25          3.       Confidential Material, as used in this Order, consists of the following  
26 materials and categories of materials:

27               (a)     Materials relating to any privileged, confidential, or nonpublic  
28 information, including, but not limited to, trade secrets, research, design,

1 development, financial, technical, marketing, planning, personal, or commercial  
2 information, as such terms are used in the Federal Rules of Civil Procedure and  
3 any applicable case law interpreting Federal Rule of Civil Procedure  
4 26(c)(1)(G), contracts, non-public compilations of retail prices; proprietary  
5 information, vendor agreements; personnel files; claim/litigation information;  
6 nonpublic policies and procedures; medical records; employment offers;  
7 competitive analyses, income statements; client or customer information;  
8 financial records and statements; vendor agreements, along with other  
9 proprietary or confidential information.

10 (b) Materials containing corporate trade secrets, nonpublic research  
11 and development data, including, but not limited to, cost data, pricing formulas,  
12 inventory management programs, and other sales or business information  
13 known to the public; information obtained from a non-party pursuant to a non-  
14 disclosure agreement; and customer-related Protected Data shall be deemed  
15 “Highly Confidential – Attorneys’ Eyes Only”.

16 (c) “Protected Data” shall refer to any information that a party believes  
17 in good faith to be subject to federal, state or foreign data protection laws or  
18 other privacy obligations. Examples of such data protection laws include but are  
19 not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial  
20 information); and, The Health Insurance Portability and Accountability Act and  
21 the regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164  
22 (medical information). Certain Protected Data may compel alternative or  
23 additional protections beyond those afforded “Highly Confidential – Attorneys’  
24 Eyes Only” material, in which event the Parties shall meet and confer in good  
25 faith, and, if unsuccessful, shall move the Court for appropriate relief.

26 4. The Parties shall not designate as confidential information that is already  
27 public knowledge.  
28

1           5.     The Parties agree that such Confidential Material as described in  
2 paragraph 3 above, should be given the protection of an order of this Court to prevent  
3 injury through disclosure to persons other than those persons involved in the  
4 prosecution or defense of this litigation. A Protective Order will serve to achieve the  
5 following: expedite the flow of information, facilitate the prompt resolution of disputes  
6 over confidentiality of discovery materials, adequately protect information the Parties  
7 are entitled to keep confidential, ensure that the Parties are permitted reasonable  
8 necessary uses of such material in preparation for and in the conduct of trial, and  
9 address their handling at the end of the litigation.

10 **II. Procedure for Designating Information as Confidential**

11           6.     To designate information as confidential, the producing party shall mark  
12 Confidential Material with the legend “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Parties shall submit confidential  
14 discovery responses, such as answers to interrogatories or answers to requests for  
15 admissions, in a separate document stamped with the appropriate legend designating  
16 those responses as Confidential Material. The Receiving Party may make copies of  
17 Confidential Material and such copies shall become subject to the same protections as  
18 the Confidential Material from which those copies were made.

19           (a)    Information on a disk or other electronic format (e.g., a native  
20 format production) may be designated confidential by marking the storage  
21 medium itself (or the native file’s title) with the legend “CONFIDENTIAL” or  
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. The Receiving  
23 Party shall mark any hard-copy printouts and the storage medium of any  
24 permissible copies of such electronic material with the corresponding legend  
25 contained on the original and such copies shall become subject to the same  
26 protections, as the Confidential Material from which those copies were made.

27           (b) Information disclosed at any deposition of a party taken in this  
28 action may be designated by the party as confidential by indicating on the record

1 at the deposition that the information is confidential and subject to the  
2 provisions of this Order. Alternatively, the party may designate information  
3 disclosed at the deposition as confidential by notifying the court reporter and  
4 other parties in writing, within fifteen (15) business days of receipt of the  
5 transcript, of the specific pages and lines of the transcript which are designated  
6 as confidential. The Parties may agree to a reasonable extension of the 15-  
7 business-day period for designation. Designations of transcripts will apply to  
8 audio, video, or other recordings of the testimony. During such 15-business-  
9 day period, the entire transcript shall receive confidential treatment. Upon such  
10 designation, the court reporter and each party shall affix the  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” legend to the designated pages and segregate them as appropriate.

13 7. A producing party may change the confidentiality designation of  
14 materials it has produced, as follows: (1) The producing party must give the receiving  
15 parties notice of the change by identifying the documents or information at issue. Once  
16 notice is given, the receiving party must make good-faith efforts to ensure that the  
17 documents or information are accorded treatment under the new designation. (2)  
18 Within a reasonable period after giving notice, the producing party must reproduce the  
19 documents or information in a format that contains the new designation. (3) If such  
20 information has been disclosed to persons not qualified pursuant to paragraph(s) (14-  
21 15) below, the party who disclosed such information shall (a) take reasonable efforts  
22 to retrieve previously disclosed Confidential Material; (b) advise such persons that the  
23 material is Confidential; and (c) give the producing party written assurance that steps  
24 (a) and (b) have been completed.

### 25 **III. Data Security**

26 8. The Parties agree to provide adequate security to protect data produced  
27 by the other party(ies) or by non-parties. This includes secure data storage systems,  
28 established security policies, and security training for employees, contractors and

1 experts. Adequate security also includes such measures as data encryption in transit,  
2 data encryption at rest, data access controls, and physical security, whether  
3 hosted/outsourced to a vendor or on premises. At a minimum, any receiving party  
4 subject to the terms of this Order, will provide reasonable measures to protect non-  
5 client data consistent with the American Bar Association Standing Committee on  
6 Ethics and Professional Responsibility, Formal Opinion 477R.

7 **IV. Clawback Provisions**

8 9. The production of privileged or work-product protected documents,  
9 electronically stored information (ESI) or information, whether inadvertent or  
10 otherwise, is not a waiver of the privilege or protection from discovery in this case or  
11 in any other federal or state proceeding.

12 10. This Order shall be interpreted to provide the maximum protection  
13 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and  
14 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code  
15 § 1738. In the event of any subsequent conflict of law, the law that is most protective  
16 of privilege and work product shall apply.

17 11. Nothing contained herein is intended to or shall serve to limit a party's  
18 right to conduct a review of documents, ESI or information (including metadata) for  
19 relevance, responsiveness and/or segregation of privileged and/or protected  
20 information before production.

21 12. If the receiving party has reason to believe that a produced document or  
22 other information may reasonably be subject to a claim of privilege, then the receiving  
23 party shall immediately sequester the document or information, cease using the  
24 document or information and cease using any work product containing the  
25 information, and shall inform the producing party of the beginning BATES number of  
26 the document or, if no BATES number is available, shall otherwise inform the  
27 producing party of the information.

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1           13. A producing party must give written notice to any receiving party  
2 asserting a claim of privilege, work-product protection, or other ground for reclaiming  
3 documents or information (a “clawback request”). After a clawback request is  
4 received, the receiving party shall immediately sequester the document (if not already  
5 sequestered) and shall not review or use that document, or any work product  
6 containing information taken from that document, for any purpose. The Parties shall  
7 meet and confer regarding any clawback request.

8 **V. Who May Receive Confidential and Highly Confidential Information**

9           14. *Confidential Material.* Any Confidential Material and the information  
10 contained therein shall be disclosed only to the Court, its staff, in-house counsel and  
11 outside counsel of record for each party, and also shall be disclosed on a need-to-know  
12 basis only to the Parties, counsel’s staff personnel, employees of a party to whom  
13 disclosure is necessary in connection with the preparation for and trial of this action,  
14 and any witnesses in the case (including consulting and testifying experts) as may from  
15 time to time reasonably be necessary in prosecution or defense of this action.

16           15. *Highly Confidential—Attorneys’ Eyes Only Material.* Material and  
17 information designated as “Highly Confidential—Attorneys’ Eyes Only” shall only be  
18 disclosed to the Court, its staff, in-house and outside counsel of record for each party,  
19 the secretarial, clerical, and paralegal staff of each, and consulting and testifying  
20 experts retained by a party in this action.

21           16. *Restriction on Disclosure to Direct Competitors.* Notwithstanding the  
22 foregoing, Confidential Material shall not be disclosed to any current or former  
23 employees of, or current or former consultants, advisors, or agents of, a direct  
24 competitor of any party named in the litigation. If a Receiving Party is in doubt about  
25 whether a particular entity is a direct competitor of a party named in this lawsuit, then  
26 before disclosing any Confidential Material to a current or former employee,  
27 consultant, advisor, or agent of that entity, the Receiving Party’s counsel must confer  
28 with counsel for the Producing Party.

1           17. *Persons Receiving Confidential Information Must Sign Exhibit A.*  
2 Counsel for each party shall advise all persons to whom Confidential Material is  
3 disclosed pursuant to this Order of the existence of this Order and shall provide all  
4 such persons (other than the Court and its staff) with a copy of this Order. Counsel  
5 shall also require such persons to execute the Affidavit attached as *Exhibit A*, prior to  
6 the disclosure of Confidential Material.

7           18. *Duties in the Event of Unauthorized Disclosures.* It shall be the  
8 obligation of counsel, upon learning of any unauthorized disclosure or threatened  
9 unauthorized disclosure of Confidential Information, or any other breach or threatened  
10 breach of the provisions of this Order, to promptly notify counsel for the Producing  
11 Party. The notification shall be supplemented with reasonable details of the  
12 circumstances of the disclosure in order to permit the producing party to understand  
13 and take appropriate steps. Each party and its counsel agree to take reasonable and  
14 good-faith efforts to contain or limit any breach promptly upon receiving notice of it,  
15 and to make reasonable and good-faith attempts to retrieve any unauthorized  
16 disclosure of documents or information. This provision does not limit the producing  
17 party's entitlement to damages resulting from any breach of this Order.

18 **VI. Authorized Uses of Confidential Material**

19           19. Confidential Material shall only be used for the purpose of litigating the  
20 above-captioned lawsuit and may not be used in other lawsuits.

21           20. Persons having knowledge of Confidential Material and information due  
22 to their participation in the conduct of this litigation shall use such knowledge and  
23 information only as  
24 permitted herein, and shall not disclose such Confidential Material, their contents or  
25 any portion or summary thereof to any person(s) not involved in the conduct of this  
26 litigation.

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1           21. If any person having access to the Confidential Material herein shall  
2 violate this Order, he/she may be subject to sanctions by the Court and may be liable  
3 to pay for the damages caused by his/her violation.

4 **VII. Challenges to the Designation of Confidential Material**

5           22. Any party or interested member of the public may move the Court to  
6 modify the designation of any documents or information produced in this litigation  
7 (either to include additional protection with respect to confidentiality or to remove a  
8 confidential designation). Before making such a motion, the party or an interested  
9 member of the public shall first attempt to resolve such dispute with the producing  
10 party's counsel. Pending resolution of any challenges to the designation of documents  
11 or information, the material at issue shall continue to be treated as Confidential  
12 Material until ordered otherwise by the Court. The burden shall be on the party  
13 seeking to modify the designation to show that the producing party's designation is  
14 inappropriate.

15 **VIII. Withholding of Information**

16           23. *Redactions.* The Parties may redact (1) information that is privileged or  
17 protected from discovery as work product or by reason of any other applicable  
18 privilege or immunity; (2) information subject to non-disclosure obligations imposed  
19 by governmental authorities, law or regulation (e.g., protected personal information);  
20 and (3) sensitive, non-relevant information, including but not limited to personally  
21 identifiable information, trade secrets, or information regarding products, data, or  
22 people. Redactions of emails will not redact the names of recipients or the subject line  
23 of the emails, unless the subject line is itself privileged or contains the sensitive  
24 information described above, in which case only so much of the subject line will be  
25 redacted as may be needed. The Parties will produce redacted documents in TIFF  
26 format (or searchable PDF if production format dictates; or in native format for file  
27 types that do not convert well to TIFF/PDF, such as Excel files) with corresponding

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1 notice to the producing party of the intent to use the Confidential Material so that the  
2 producing party may seek an appropriate Court Order to protect the Confidential  
3 Material.

4 **X. Continuing Effect of this Order and Duty to Destroy**

5 27. This Order shall continue to be binding throughout and after the  
6 conclusion of this litigation, including all appeals. Within thirty (30) days of settlement  
7 or final adjudication, including the expiration or exhaustion of all rights to appeal or  
8 petitions for extraordinary writs, each party or non-party to whom any materials were  
9 produced shall, without further request or direction from the Producing Party,  
10 promptly destroy all documents, items or data received including, but not limited to,  
11 copies or summaries thereof, in the possession or control of any expert or employee.  
12 This requirement to destroy includes all documents, not only those documents  
13 designated as Confidential Material. The Receiving Party shall submit a written  
14 certification to the Producing Party by the 30-day deadline that (1) confirms the  
15 destruction/deletion of all Confidential Material, including any copies of Confidential  
16 Materials provided to persons required to execute Exhibit A (Affidavit), and (2)  
17 affirms the Receiving Party has not retained any copies, abstracts, compilations,  
18 summaries or any other format reproducing or capturing any of the Confidential  
19 Material. Notwithstanding this provision, outside counsel is entitled to retain an  
20 archival copy of filings, depositions, and deposition exhibits.

21 **XI. Procedure if Confidential Material is Required to be Produced**

22 28. If any person receiving documents covered by this Order is served with a  
23 subpoena, order, interrogatory, document, or civil investigative demand (collectively,  
24 a “Demand”) issued in any other action, investigation, or proceeding, and such  
25 Demand seeks material that was produced or designated as Confidential Material by  
26 someone other than the Receiving Party, the Receiving Party shall give prompt written  
27 notice by hand or electronic transmission within five (5) business days of receipt of  
28 such Demand to the party or non-party who produced or designated the material as

1 Confidential Material, and shall object to the production of such materials on the  
2 grounds of the existence of this Order. At the request of the party or non-party who  
3 produced or designated the material as Confidential Material, the Receiving Party shall  
4 refuse to comply with the Demand unless (a) ordered to do so by a court with  
5 jurisdiction over the Receiving Party; or (b) released in writing by the party or non-  
6 party who designated the material as Confidential Material. The burden of opposing  
7 the enforcement of the Demand shall fall upon the party or non-party who produced  
8 or designated the material as Confidential Material. Compliance by the Receiving  
9 Party with any order of a court of competent jurisdiction, directing production of any  
10 Confidential Material, shall not constitute a violation of this Order.

11 **XII. Application of this Order to Productions by Third Parties**

12 29. This Order may be used by third parties producing documents in  
13 connection with this action. Third parties may designate information as “Confidential”  
14 or “Highly Confidential – Attorneys’ Eyes Only”.

15 30. If a third party produces (or intends to produce) documents and does not  
16 designate (or does not intend to designate) those documents as Confidential Material,  
17 then any party to this action may seek to designate that third party’s documents or  
18 categories of documents as Confidential Material. In that case, it will be the burden  
19 of the party seeking protected status to move for a court order designating the materials  
20 as Confidential Material after the Parties confer.

21 31. In the event additional parties join or intervene in this litigation, the newly  
22 joined party(ies) shall not have access to Confidential Material until its/their counsel  
23 has executed and, at the request of any party, filed with the Court the agreement of  
24 such party(ies) and such counsel to be fully bound by this Order.

25 32. The Parties agree that nothing in this Order shall be deemed to limit the  
26 extent to which counsel for the Parties may advise or represent their respective clients,  
27 conduct discovery, prepare for trial, present proof at trial, including any document  
28 designated Confidential Material as set forth herein, or oppose the production or

1 admissibility of any information or documents which have been requested.

2 33. This Order shall remain in full force and effect until such time as it is  
3 modified, amended, or rescinded by the Court.

4 **XIII. No Admissions**

5 34. Neither entering into this Stipulation for Protective Order, nor receiving  
6 any documents or other information designated as “Confidential,” shall be construed  
7 as an agreement or admission (1) that any document or information designated as  
8 “Confidential” is in fact Confidential Information; (2) as to the correctness or truth of  
9 any allegation made or position taken relative to any matter designated as  
10 “Confidential”; or (3) as to the authenticity, competency, relevancy, or materiality of  
11 any information or document designated as “Confidential.”

12 **XIV. Modification – Further Agreements**

13 35. Nothing contained herein shall preclude any party from seeking from the  
14 Court, modification of this Stipulated Protective Order upon proper notice or shall  
15 preclude the Parties from entering into other written agreements designed to protect  
16 Confidential Information.

17 **XV. Counterparts**

18 36. This Stipulation for Protective Order may be executed in counterparts,  
19 each of which shall be deemed an original, and which together shall constitute one  
20 instrument.

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DATED: October 23, 2024

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By: /s/ James T. Conley  
James T. Conley  
Michele J. Bongiovanni  
Sandra Benlevy  
Attorneys for Defendant  
WAL-MART ASSOCIATES, INC.

DATED: October 23, 2024

THE SENTINEL FIRM, APC

By: /s/ Brett M. Gunther  
Sueng Yang  
Brett M. Gunther  
Emily Rivadeneira  
Attorneys for Plaintiff  
TRINA HAYES

**ATTESTATION – L.R. 5-4.3.4**

I attest that all other signatories listed on this signature page, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

Date: October 23, 2024

By: /s/ James T. Conley  
James T. Conley

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**ORDER**

The Court has reviewed the Stipulation Regarding Production of Confidential Documents and Proprietary Information filed by Defendant WAL-MART ASSOCIATES, INC., (“Defendant”) and Plaintiff TRINA HAYES (“Plaintiff”) (collectively, “the Parties”), through their counsel of record, requesting that the Court enter an Order.

**IT IS SO ORDERED.**

DATED: \_October 24, 2024



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The Honorable Patricia Donahue  
USDC, Central District of California

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**Exhibit A**

**ACKNOWLEDGMENT OF RECEIPT OF PROTECTIVE ORDER  
REGARDING CONFIDENTIAL INFORMATION AND AGREEMENT TO  
BE BOUND THEREBY**

I hereby acknowledge receipt of and that I have read a copy of the Stipulation for Protective Order and Order (the "Order"), which I understand was made on \_\_\_\_\_, 2024, in the action entitled *Trina Hayes v. Wal-Mart Associates, Inc.*, United States District Court Central District of California, Case No. 5:24-cv-01856-JLS-PD. I agree that I will be bound by the provisions of the Order with respect to any Confidential Information provided to me under the terms thereof. I agree that, if I receive any Confidential Information, I will not make any copies thereof nor disclose such Confidential Information except as permitted by the Order. I further understand that if I fail to comply with the terms of the Order, I may be subject to sanctions by the Court, and I hereby consent to personal jurisdiction in the State of California with respect to any matter relating to or arising out of the Order.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_, \_\_\_\_\_  
*City State*

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_