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14
 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17

18 ISABEL RODRIGUEZ,
 19
 Plaintiff,
 20
 v.
 21 WAL-MART ASSOCIATES, INC.,
 22 a Delaware Corporation,
 23 Defendant.

CASE NO. 5:24-cv-01998-SSS-DTB
*[Assigned to the Hon. Sunshine S. Sykes,
 Courtroom 2]*

**STIPULATION PROTECTIVE
 ORDER**

Complaint Filed: June 26, 2024
 Trial Date: TBD

25 1. A. PURPOSES AND LIMITATIONS

26 Discovery in this action is likely to involve production of confidential, proprietary,
 27 or private information for which special protection from public disclosure and from
 28 use for any purpose other than prosecuting this litigation may be warranted.

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

11 **B. GOOD CAUSE STATEMENT**

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

23 Such confidential information is likely to be the subject of discovery requests in this
24 case. Among other things, the Parties anticipate that this action may involve sensitive
25 and private medical records of Plaintiff; confidential email correspondence and other
26 communications involving the operation of Walmart's stores; and confidential and
27 proprietary documents relating to Walmart's confidential business or financial
28 information, such as confidential information relating to associate compensation and

1 benefits.

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

12 2. DEFINITIONS

13 2.1 Action: this pending federal lawsuit entitled *Isabel Rodriguez v.*
14 *Wal-Mart Associates, Inc.*, 5:24-cv-01878-JWH-AGR.

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

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
18 it is generated, stored or maintained) or tangible things that qualify for protection
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
20 Cause Statement. “Confidential” Information or Items shall include materials relating
21 to any privileged, confidential, or nonpublic information, including, but not limited
22 to, trade secrets, research, design, development, financial, technical, marketing,
23 planning, personal, or commercial information, as such terms are used in the Federal
24 Rules of Civil Procedure (Fed. R. Civ.) and any applicable case law interpreting Fed.
25 R. Civ. 26(c)(1)(G); contracts; non-public compilations of retail prices; proprietary
26 information; vendor agreements; personnel files; claim/litigation information; and
27 nonpublic policies and procedures shall be deemed Confidential.

28 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 Information or Items: Materials containing nonpublic research and development data,
2 including, but not limited to, cost data, pricing formulas, inventory management
3 programs, and other sales or business information not known to the public;
4 information obtained from a non-party pursuant to a non-disclosure agreement; and
5 customer-related Protected Data shall be deemed Highly Confidential – Attorneys’
6 Eyes Only.

7 2.5 Protected Data: “Protected Data” shall refer to any information that a
8 party believes in good faith to be subject to federal, state or foreign data protection
9 laws or other privacy obligations. Examples of such data protection laws include but
10 are not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial
11 information); and, The Health Insurance Portability and Accountability Act and the
12 regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical
13 information). Certain Protected Data may compel alternative or additional
14 protections beyond those afforded Highly Confidential – Attorneys’ Eyes Only
15 material, in which event the parties shall meet and confer in good faith, and, if
16 unsuccessful, shall move the Court for appropriate relief.

17 2.6 Counsel: Outside Counsel of Record and House Counsel (as well as
18 their support staff).

19 2.7 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY.”

23 2.8 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced or
26 generated in disclosures or responses to discovery in this matter.

27 2.9 Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 2.10 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.11 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.12 Outside Counsel of Record: attorneys who are not employees of a party
8 to this Action but are retained to represent or advise a party to this Action and have
9 appeared in this Action on behalf of that party or are affiliated with a law firm which
10 has appeared on behalf of that party, and includes support staff.

11 2.13 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.15 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.16 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL.”

22 2.17 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected
26 Material (as defined above), but also (1) any information copied or extracted from
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
28 Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material. Any use of Protected Material at trial
2 shall be governed by the orders of the trial judge. This Order does not govern the use
3 of Protected Material at trial.

4 4. DURATIONS

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

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

28 If it comes to a Designating Party’s attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
6 under this Order must be clearly so designated before the material is disclosed or
7 produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES
13 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains
14 protected material. If only a portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s)
16 (e.g., by making appropriate markings in the margins).

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

1 margins).

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

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on
7 the exterior of the container or containers in which the information is stored the
8 legend “CONFIDENTIAL” or ““HIGHLY CONFIDENTIAL- ATTORNEYS’
9 EYES ONLY.” If only a portion or portions of the information warrants protection,
10 the Producing Party, to the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive
13 the Designating Party’s right to secure protection under this Order for such material.
14 Upon timely correction of a designation, the Receiving Party must make reasonable
15 efforts to assure that the material is treated in accordance with the provisions of this
16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality or Attorney’s Eyes Only at any time that is consistent
20 with the Court’s Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
27 or withdrawn the confidentiality designation, all parties shall continue to afford the
28 material in question the level of protection to which it is entitled under the Producing

1 Party's designation until the Court rules on the challenge.

2 7. ACCESS TO AND USE TO PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending, or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a Receiving
8 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

12 7.2 Disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY" Information or Items. Unless otherwise ordered by
14 the court or permitted in writing by the Designating Party, a Receiving Party may
15 disclose any information or item designated "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL- ATTORNEYS' EYES ONLY" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary
19 to disclose the information for this Action;

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

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

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

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

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

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

17 7.3 Non-Relevant Attachments. The Parties will not produce non-relevant
18 attachments that are attached to relevant emails. When an attachment is withheld,
19 either for privilege or non-responsiveness, the Producing Party shall produce a one-
20 page TIFF image (or PDF if production format dictates) in place of the withheld
21 attachment, correspondingly stating “Attachment Withheld-Privileged” or
22 “Attachment Withheld-Nonresponsive” and bearing a sequential BATES number
23 within the family BATES range. If any attachment to an email contains responsive
24 content, then the cover email shall be produced for context, regardless of the cover
25 email’s responsiveness. The cover email may be redacted in part to remove sensitive
26 information, as described below.

27 7.4 Redactions. The Parties may redact (1) information that is privileged
28 or protected from discovery as work product or by reason of any other applicable

1 privilege or immunity; (2) information subject to non-disclosure obligations imposed
2 by governmental authorities, law or regulation (e.g., protected personal information);
3 and (3) sensitive, non-relevant information, including but not limited to personally
4 identifiable information, trade secrets, or information regarding products, data, or
5 people. Privilege redactions will state, over the redacted portion, “Redacted–
6 Privileged,” and all other redactions will state, “Redacted–Nonresponsive.”
7 Redactions of emails will not redact the names of recipients or the subject line of the
8 emails, unless the subject line is itself privileged or contains the sensitive information
9 described above, in which case only so much of the subject line will be redacted as
10 may be needed. The parties will produce redacted documents in TIFF format (or
11 searchable PDF if production format dictates; or in native format for file types that
12 do not convert well to TIFF/PDF, such as Excel files) with corresponding searchable
13 OCR text and the associated metadata for the document, ensuring the redacted
14 content is fully protected from disclosure.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or ““HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES
20 ONLY,” that Party must:

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

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

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

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’
4 EYES ONLY before a determination by the court from which the subpoena or order
5 issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that
7 court of its confidential material and nothing in these provisions should be construed
8 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court.

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

12 (a) The terms of this Order are applicable to information produced by a
13 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL- ATTORNEYS’ EYES ONLY.” Such information produced by
15 Non-Parties in connection with this litigation is protected by the remedies and relief
16 provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.

18 In the event that a Party is required, by a valid discovery request, to produce a
19 Non-Party’s confidential information in its possession, and the Party is subject to an
20 agreement with the Non-Party not to produce the Non-Party’s confidential
21 information, then the Party shall:

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
28

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

3 (c) If the Non-Party fails to seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
10 of seeking protection in this court of its Protected Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
17 persons to whom unauthorized disclosures were made of all the terms of this Order,
18 and (d) request such person or persons to execute the "Acknowledgment and
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties asserting a claim of
23 privilege, work-product protection, or other ground for reclaiming documents or
24 information (a "clawback request"), the obligations of the Receiving Parties are those
25 set forth in Federal Rule of Civil Procedure 26(b)(5)(B) and this Order. After a
26 clawback request is received, the Receiving Party shall immediately sequester the
27 document (if not already sequestered) and shall not review or use that document, or
28 any work product containing information taken from that document, for any purpose

1 until the claim is resolved. The Parties shall meet and confer regarding any clawback
2 request.

3 This provision is not intended to modify whatever procedure may be
4 established in an e-discovery order that provides for production without prior
5 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
6 parties reach an agreement on the effect of disclosure of a communication or
7 information covered by the attorney-client privilege or work product protection, the
8 parties may incorporate their agreement in the stipulated protective order submitted
9 to the court.

10 If the Receiving Party has reason to believe that a produced document or other
11 information may reasonably be subject to a claim of privilege, then the receiving
12 party shall immediately sequester the document or information, cease using the
13 document or information and cease using any work product containing the
14 information, and shall inform the Producing Party of the beginning BATES number
15 of the document or, if no BATES number is available, shall otherwise inform the
16 producing party of the information.

17 Further, the production of privileged or work-product protected documents,
18 electronically stored information (ESI) or information, whether inadvertent or
19 otherwise, is not a waiver of the privilege or protection from discovery in this case
20 or in any other federal or state proceeding.

21 This Order shall be interpreted to provide the maximum protection allowed by
22 Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and granted full
23 faith and credit in all other state and federal proceedings by 28 U.S. Code § 1738. In
24 the event of any subsequent conflict of law, the law that is most protective of privilege
25 and work product shall apply. Nothing contained herein is intended to or shall serve
26 to limit a party's right to conduct a review of documents, ESI or information
27 (including metadata) for relevance, responsiveness and/or segregation of privileged
28 and/or protected information before production.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5, including Local Rule
11 79-5.2.2. Protected Material may only be filed under seal pursuant to a court order
12 authorizing the sealing of the specific Protected Material at issue. If a Party's request
13 to file Protected Material under seal is denied by the court, then the Receiving Party
14 may file the information in the public record unless otherwise instructed by the court.

15 12.4 Data Security. The Parties agree to provide adequate security to protect
16 data produced by the other party(ies) or by non-parties. This includes secure data
17 storage systems, established security policies, and security training for employees,
18 contractors and experts. Adequate security also includes such measures as data
19 encryption in transit, data encryption at rest, data access controls, and physical
20 security, whether hosted/outsourced to a vendor or on premises. At a minimum, any
21 receiving party subject to the terms of this Order, will provide reasonable measures
22 to protect non-client data consistent with the American Bar Association Standing
23 Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in this
28 subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
5 (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing any
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
11 reports, attorney work product, and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Protective Order as set forth in
14 Section 4 (DURATION).

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

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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Dated: March 10, 2025

Respectfully submitted,
FORD & HARRISON LLP

By: /s/ Mohammad B. Shihabi
MOHAMMAD B. SHIHABI
LAWRENCE GEIST
Attorney for Defendant
WAL-MART ASSOCIATES INC.

Dated: March 10, 2025

Respectfully submitted,
ROMERO LAW APC

By: /s/ Sara Simms
ALAN JAMES ROMERO
SARA SIMMS
Attorneys for Plaintiff
ISABEL RODRIGUEZ

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 10, 2025


Honorable David T. Bristow

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that was
7 issued by the United States District Court for the Central District of California
8 on [date] in the case of *Isabel Rodriguez v. Wal-Mart Associates, Inc.*, Case No. 5:24-
9 cv-01998-SSS-DTB. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that
13 is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

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

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name:

27 Signature:
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ATTESTATION CLAUSE

I, Mohammad B. Shihabi, and the ECF user whose ID and password are being used to file this Joint Stipulation Re Entry of Protective Order and [Proposed] Order, in compliance with Civil Local Rule 5-4.3.4 (a)(2)(i), hereby attest that Attorneys for Plaintiff, Sara Simms of Romero Law APC, concurred with this filing.

DATED: March 6, 2025

FORD & HARRISON LLP

By: /s/ Mohammad B. Shihabi
MOHAMMAD B. SHIHABI

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CERTIFICATE OF SERVICE

I, Derek Cruz, declare that I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071. On **March 10, 2025**, I served a copy of the within document(s):

**STIPULATION RE: ENTRY OF PROTECTIVE ORDER;
[PROPOSED] ORDER**

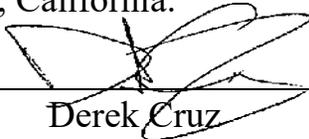
- ELECTRONICALLY:** I caused a true and correct copy thereof to be electronically filed using the Court’s Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.
- BY E-MAIL OR ELECTRONIC TRANSMISSION:** I electronically served the documents on the date shown below to the e-mail addresses of the person listed above. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

Alan Romero (SBN 249000)
ajr@romerolaw.com
 Sara Simms(SBN 268011)
sms@romerolaw.com
ROMERO LAW, APC
 251 South Lake Avenue, Suite 930
 Pasadena, CA 91101-4873
 Telephone: (626) 396-9900
 Facsimile: (626) 396-9990

Attorneys for Plaintiff,
 ISABEL RODRIGUEZ

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 10, 2025, at Los Angeles, California.



 Derek Cruz