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 9 WAL-MART STORES, INC.

10 UNITED STATES DISTRICT COURT
 11 EASTERN DISTRICT OF CALIFORNIA

<p>14 ZANE HARDIN.</p> <p>15 Plaintiff,</p> <p>16 v.</p> <p>17 WAL-MART STORES, INC., and DOES 1-</p> <p>18 100, inclusive</p> <p>19 Defendants.</p>	<p>Case No. 1:08-CV-00617 AWI GSA</p> <p>AMENDED STIPULATION FOR PROTECTIVE ORDER</p>
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23 The parties to this action, Defendant Wal-Mart Stores, Inc. (“Wal-Mart” or “Defendant”) and

24 Plaintiff Zane Hardin (“Hardin” or “Plaintiff”), by their respective counsel, hereby stipulate and

25 request that the Court enter an amended mutual protective order pursuant to Fed. R. Civ. P. 26

26 as follows:

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1 1. The Protective Order shall be entered pursuant to the Federal Rules of Civil
2 Procedure.

3 2. The Protective Order shall govern all materials deemed to be “Confidential
4 Information.” Such Confidential Information shall include the following documents produced
5 by Defendant:

6 (a) Any and all documents referring or related to confidential and proprietary human
7 resources or business information; financial records of the parties; compensation
8 of Defendant’s current or former personnel; policies, procedures and/or training
9 materials of Defendant; and/or Defendant’s organizational structure;

10 (b) Any documents from the personnel, medical or workers’ compensation file of
11 any current or former employee or contractor;

12 (c) Any documents relating to the medical and/or health information of any of
13 Defendant’s current or former employees or contractors;

14 (d) Any portions of depositions (audio or video) where Confidential Information is
15 disclosed or used as exhibits.

16 3. In the case of documents and the information contained therein, designation of
17 Confidential Information produced shall be made by placing the following legend on the face of
18 the document and each page so designated “CONFIDENTIAL” or otherwise expressly
19 identified as confidential. Defendant will use its best efforts to limit the number of documents
20 designated Confidential.

21 4. Confidential Information shall be held in confidence by each qualified recipient
22 to whom it is disclosed, shall be used only for purposes of this action, shall not be used for any
23 business purpose, and shall not be disclosed to any person who is not a qualified recipient. All
24 produced Confidential Information shall be carefully maintained so as to preclude access by
25 persons who are not qualified recipients.

26 5. Qualified recipients shall include only the following:

27 (a) In-house counsel and law firms for each party and the secretarial, clerical
28 and paralegal staff of each;

- 1 (b) Deposition notaries and staff;
- 2 (c) Persons other than legal counsel who have been retained or specially
- 3 employed by a party as an expert witness for purposes of this lawsuit or
- 4 to perform investigative work or fact research;
- 5 (d) Deponents during the course of their depositions or potential witnesses of
- 6 this case; and
- 7 (e) The parties to this litigation, their officers and professional employees.

8 6. For documents Plaintiff produces that Defendant contends are to be designated
9 as “CONFIDENTIAL”, the parties agree to meet and confer in good faith about stipulating to
10 the designation, and if unable to agree to a stipulation, Defendant may file a motion with the
11 court and obtain court approval to have the documents designated as “CONFIDENTIAL”.

12 7. In the case of documents and the information contained therein, designation of
13 Confidential Information produced shall be made by placing the following legend on the face of
14 the document and each page so designated “CONFIDENTIAL” or otherwise expressly
15 identified as confidential. Defendant will use its best efforts to limit the number of documents
16 designated Confidential.

17 Each counsel shall be responsible for providing notice of the Protective Order and the terms
18 therein to persons to whom they disclose “Confidential Information,” as defined by the terms of
19 the Protective Order.

20 Persons to whom confidential information is shown shall be informed of the terms of
21 this Order and advised that its breach may be punished or sanctioned as contempt of the Court.
22 Such deponents may be shown Confidential materials during their deposition but shall not be
23 permitted to keep copies of said Confidential materials nor any portion of the deposition
24 transcript reflecting the Confidential Information.

25 If either party objects to the claims that information should be deemed Confidential, that
26 party’s counsel shall inform opposing counsel in writing by December 31, 2009 of the
27 Confidential materials that the information should not be so deemed, and the parties shall
28 attempt first to dispose of such disputes in good faith and on an informal basis. If the parties are

1 unable to resolve their dispute, they may present a motion to the Court objecting to such status.
2 The information shall continue to have Confidential status during the pendency of any such
3 motion.

4 8. No copies of Confidential Information shall be made except by or on behalf of
5 attorneys of record, in-house counsel or the parties in this action. Any person making copies of
6 such information shall maintain all copies within their possession or the possession of those
7 entitled to access to such information under the Protective Order.

8 9. All Confidential Information produced by Defendant in this action shall be used
9 only for purposes of this litigation and not for any other purpose.

10 10. The termination of this action shall not relieve the parties and persons obligated
11 hereunder from their responsibility to maintain the confidentiality of information designated
12 confidential pursuant to this Order.

13 11. Upon termination of this action by entry of a final judgment (inclusive of any
14 appeals or petitions for review), the parties may request the return of all previously furnished
15 Confidential Information, including any copies thereof, and each person or party to whom such
16 Confidential Information has been furnished or produced shall be obligated to return it within
17 thirty (30) days of said request.

18 12. Nothing in this Order shall be construed as an admission as to the relevance,
19 authenticity, foundation or admissibility of any document, material, transcript, or other
20 information.

21 13. Nothing in the Protective Order shall be deemed to preclude any party from
22 seeking and obtaining, on an appropriate showing, a modification of this Order.

23 14. The Clerk of Court will forward a certified copy of the Protective Order to all
24 counsel of record at the addresses listed in the signature lines below.

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1 Dated:

Dated:

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4 **ATTORNEY FOR PLAINTIFF**

ATTORNEY FOR DEFENDANT

5 **ZANE HARDIN**

WAL-MART STORES, INC.

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ORDER

Upon the agreement of the parties, **IT IS SO ORDERED.**

Dated: November 18, 2009

/s/ Gary S. Austin
Gary S. Austin
United States Magistrate Judge