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11 Attorneys for Defendants,

12 LOWE'S HOME CENTERS, LLC

13 UNITED STATES DISTRICT COURT

14 EASTERN DISTRICT OF CALIFORNIA

15 KIM HUNTSMAN,

16 Plaintiff,

17 vs.

18 LOWE'S HOME IMPROVEMENT,
19 and DOES 1 TO 50, INC.,

20 Defendants.

No: 2:13-cv-02507-TLN-DAD

**STIPULATION AND PROTECTIVE
ORDER**

21 It appearing to the Court that the Plaintiff and Defendant are in agreement that
22 LOWE'S HOME CENTERS, LLC (hereinafter "the Defendant") possesses
23 proprietary policies and procedures, as well as personnel files of present and former
24 employees, that include confidential information that may be subject to discovery in
25 the proceedings in this matter but which should not be made available to the public
26 generally, this Court hereby orders that:

27 1. All documents produced or information disclosed and any other
28 documents or records designated as "CONFIDENTIAL" by the Defendant shall be
revealed only to a settlement officer, Plaintiff, counsel of record in this case,
paralegals and secretarial employees under counsel's direct supervision, and such
persons as are employed by counsel to act as experts in this action. The information

1 designated as “CONFIDENTIAL” and disclosed only in accord with the terms of
2 this paragraph may include, without limitation, documents and information
3 containing Defendant’s policies and procedures, as well as personnel records,
4 including disciplinary records, identity, information relating to the processes,
5 operations, type of work, or apparatus, or the production, sales, shipments, transfers,
6 identification of customers, inventories, amount or source of income, profits, losses,
7 expenditures, or any research, development, or any other commercial information
8 supplied by the Defendant in response to Plaintiff’s Interrogatories or Requests for
9 Production. Information and documentation considered “CONFIDENTIAL” are
10 subject to protection under Civil Local Rule 141.1 of the U.S. District Court –
11 Eastern District of California, Rule 26 of the Federal Rules of Civil Procedure, and
12 under other provisions of Federal law.

13 2. Counsel for Plaintiff shall use all documents and information produced
14 or disclosed by the Defendant solely for the purposes of preparation for and trial of
15 this action. Under no circumstances shall information or materials covered by this
16 Protective Order be disclosed to anyone other than Plaintiff’s counsel of record in
17 this action, paralegals, secretarial employees under counsel’s direct supervision, and
18 such persons employed to act as experts in this action. At the conclusion of the
19 proceedings in this action, all documents and information subject to this Order,
20 including any copies or extracts or summaries thereof, or documents containing
21 information taken therefrom, shall be returned to counsel for the Defendant, at
22 defense counsel’s written request.

23 3. Prior to disclosure of any documents designated as “confidential” to
24 paralegals or secretarial employees of counsel or Plaintiff, counsel for Plaintiff shall
25 require such employees to read this Protective Order and agree to be bound by its
26 terms.

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1 4. If counsel for Plaintiff determines that for purposes of this action,
2 documents or information produced by the Defendant and designated as
3 “confidential” must be revealed to a person employed to act as an expert in this
4 action, then counsel may reveal the designated documents or information to such
5 person, after first complying with the following:

- 6 (a) Counsel for the Plaintiff shall have the expert read this Order and shall
7 explain the contents thereof to such expert.
8 (b) Counsel for the Plaintiff shall require such expert to sign a copy of this
9 protective order that states: “I have read and understood the terms of
10 this protective order. I further agree to be bound by its terms.” Nothing
11 in this paragraph shall be deemed to enlarge the right of Defendant to
12 conduct discovery of any of Plaintiff’s experts, except solely with
13 respect to the ability of such expert to protect confidential information
14 and documents from re-disclosure.

15 5. In accordance with Local Rule 141, any papers filed with the Court that
16 contain information that has been designated as "Confidential" or "Attorneys' Eyes
17 Only," shall be accompanied by an application to file the papers or the portion
18 thereof containing the designated information under seal; and the application shall be
19 directed to the judge to whom the papers are directed. For motions, the parties shall
20 file a redacted version of the motion and supporting papers.

21 7. This Order is subject to revocation and modification by Order of the
22 Court upon written stipulation of the parties, or upon motion and reasonable notice,
23 including opportunity for hearing and presentation of evidence.

24 8. Nothing contained in this Order is intended or should be construed as
25 authorizing a party in this action to disobey a lawful subpoena issued in another
26 action.

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1 9. The Court may modify the protective order in the interests of justice or
2 for public policy reasons.
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4 **APPROVED FOR ENTRY:**

5 */s/ Mark A. Thiel*

6 _____
7 Attorney for Plaintiff, Kim Huntsman

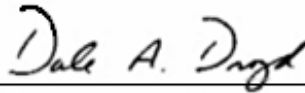
8 */s/ Charles D. May*

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10 Attorney for Defendant Lowe's Home Centers, LLC

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13 **ORDER**

14 Pursuant to the parties' stipulation, IT IS SO ORDERED.

15 Dated: April 28, 2014

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19 DALE A. DROZD
20 UNITED STATES MAGISTRATE JUDGE

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