



- d. Joe Bussell deposed in *Blankenship* on May 29, 2015 and August 13, 2015,
  - e. Tracy Lieberman deposed in *Blankenship* on May 28, 2015 and August 13, 2015.
  - f. Paul Craig deposed in *Locke* on March 5, 2014,
  - g. Elizabeth Gamez deposed in *Locke* on March 5, 2014, and
  - h. Linda McCall deposed in *Locke* on March 4, 2014.
- 2) The use of the Rule 30(b)(6) video deposition of Joe Bussell dated August 13, 2015 and the Rule 30(b)(6) video deposition of Tracy Lieberman dated August 13, 2015 in *Blankenship* will be in lieu of Plaintiff's noticing new 30(b)(6) video depositions in *Graham* subject to paragraph 4 of this Stipulation.
- 3) Wal-Mart does not waive its objections to relevance and admissibility of any of the aforementioned video depositions, transcripts and exhibits in the instant *Graham* matter, including but not limited to objections pursuant to Federal Rules of Civil Procedure and Federal Rules of Evidence.
- 4) Paragraph 2 of this Stipulation is conditioned on Wal-Mart's written response to Plaintiff's request for "The number of individuals who have alleged safety interlock failure on the GE Food Processor to date, the nature of the complaint, the alleged injury, the date the injury occurred, the name and contact information of the individual, and the date that Wal-Mart received notice of the complaint." Whether such response is "responsive" and thus negates the need for a 30(b)(6) deposition to occur on the aforementioned topic depends on mutual agreement of the Parties. Wal-Mart does not waive its right to assert appropriate objections in response to the aforementioned topic in conjunction with responding to same.

5) No portion of this stipulation is intended to waive or amend any term in the protective order to which the parties agreed in the instant *Graham* matter (Document 18, filed April 3, 2015). No portion of this stipulation is intended to waive or amend any term in the protective order to which Wal-Mart and plaintiff Andrea Locke stipulated in the *Locke* matter. No portion of this stipulation is intended to waive or amend any term in the protective order to which Wal-Mart and plaintiffs Tina and Mark Blankenship stipulated in the *Blankenship* matter.


/s/ Anna C. Gehriger (As authorized on 2/16/2016)  
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**ORDER**

The Parties having so stipulated and agreed, **IT IS SO ORDERED.**

Dated: February 29, 2016

  
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MORRISON C. ENGLAND, JR., CHIEF JUDGE  
UNITED STATES DISTRICT COURT