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8 *Attorneys for Defendant*
 9 *Wal-Mart Stores, Inc.*

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 CHRISTINA BROWN, individually,

13 Plaintiff,

14 v.

15 WAL-MART STORES, INC., a foreign
 corporation, DOES I through XX, and ROE
 16 CORPORATIONS I through XX, inclusive,

17 Defendants.

Case No.: 2:17-cv-02076-KJD-VCF

STIPULATED PROTECTIVE ORDER
BETWEEN PLAINTIFF CHRISTINA
BROWN AND DEFENDANT WAL-MART
STORES, INC.

18 **STIPULATED PROTECTIVE ORDER**

19 The parties to this action, Defendant WAL-MART STORES, INC. (hereinafter “Defendant”)
 20 and Plaintiff CHRISTINA BROWN (hereinafter “Plaintiff”), by and through their respective counsel,
 21 hereby stipulate and request that the Court enter a stipulated protective order pursuant as follows:

22 1. The Protective Order shall be entered pursuant to Federal Rules of Civil Procedure
 23 (“FRCP”).
 24

25 2. The Protective Order shall govern all materials deemed to be “Confidential
 26 Information.” Such Confidential Information shall include the following:

- 27 (a) Any and all documents referring or related to confidential and proprietary
 28 human resources or business information; financial records of the parties;
 compensation of Defendant’s current or former personnel; policies, procedures

1 and/or training materials of Defendant and/or Defendant's organizational
2 structure;

- 3 (b) Any documents from the personnel, medical or workers' compensation file of
4 any current or former employee or contractor;
- 5 (c) Any documents relating to the medical and/or health information of any of
6 Defendant's current or former employees or contractors;
- 7 (d) Any portions of depositions (audio or video) where Confidential Information is
8 disclosed or used as exhibits.

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

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

19 5. Qualified recipients shall include only the following:

- 20 (a) In-house counsel and law firms for each party and the secretarial, clerical and
21 paralegal staff of each;
- 22 (b) Deposition notaries and staff;
- 23 (c) Persons other than legal counsel who have been retained or specially employed
24 by a party as an expert witness for purposes of this lawsuit or to perform
25 investigative work or fact research;
- 26 (d) Deponents during the course of their depositions or potential witnesses of this
27 case; and
- 28 (e) The parties to this litigation, their officers and professional employees.

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

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

9 If either party objects to the claims that information should be deemed Confidential, that
10 party’s counsel shall inform opposing counsel in writing within thirty (30) days of receipt of the
11 Confidential materials that the information should not be so deemed, and the parties shall attempt first
12 to dispose of such disputes in good faith and on an informal basis. If the parties are unable to resolve
13 their dispute, they may present a motion to the Court objecting to such status. The information shall
14 continue to have Confidential status during the pendency of any such motion.

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

19 8. Any party that inadvertently discloses or produces in this action a document or
20 information that it considers privileged or otherwise protected from discovery, in whole or in part,
21 shall not be deemed to have waived any applicable privilege or protection by reason of such disclosure
22 or production if, within 14 days of discovering that such document or information has been disclosed
23 or produced, the producing party gives written notice to the receiving party identifying the document
24 or information in question, the asserted privileges or protection, and the grounds there for, with a
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1 request that all copies of the document or information be returned or destroyed. The receiving party
2 shall return or destroy the inadvertently disclosed documents, upon receipt of appropriately marked
3 replacement documents.

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5 9. The termination of this action shall not relieve the parties and persons obligated
6 hereunder from their responsibility to maintain the confidentiality of information designated
7 confidential pursuant to this Order.

8 10. Within thirty (30) days of the final adjudication or resolution of this Lawsuit, the party
9 receiving Confidential Information shall return all Confidential Material, including all copies and
10 reproductions thereof, to counsel for the designating party.

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

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

15
16 DATED this 30th day of August, 2017.

DATED this 30th day of August, 2017.

17 **PATERNOSTER LAW GROUP, LLC**

PHILLIPS, SPALLAS & ANGSTADT, LLC

18 */s/ Dustin E. Birch*

/s/ Pooja Kumar

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Attorneys for Plaintiff
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Wal-Mart Stores, Inc.

25 **IT IS SO ORDERED.**



26
27 **UNITED STATES MAGISTRATE JUDGE**

28 **DATED:** August 31, 2017