

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

**Justin Brewer, on behalf of himself and all others similarly situated v.
CVS Pharmacy, Inc., Criteo Corp., and Medallia, Inc.**

Brewer v. CVS Pharmacy, Inc., No. 2:25-cv-04689-MWC-E (C.D. Cal. Dec. 15, 2025) · No. 2:25-cv-04689-MWC-E · Decided December 15, 2025

SUMMARY

This document is a Stipulated Protective Order in Brewer v. CVS Pharmacy, Inc., et al., pending in the United States District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing, and disposition of confidential and attorneys'-eyes-only discovery materials, including procedures for expert access and inadvertent disclosure. The order also addresses confidentiality obligations after final disposition and the treatment of protected materials at trial.

OPINION

1 UNITED STATES DISTRICT COURT 2 CENTRAL DISTRICT OF CALIFORNIA 3 JUSTIN
BREWER, on behalf of Case No.: 2:25-cv-04689-MWC-E himself and all others similarly Hon.
Michelle Williams Court 4 situated, STIPULATED PROTECTIVE 5 Plaintiffs, ORDER 6 v. 7
CVS PHARMACY, INC., CRITEO CORP., and MEDALLIA, INC. 8 Defendants. 9 10 1.
INTRODUCTION 11 1.1 Purposes and Limitations.

Discovery in this action is likely to involve 12 production of confidential, proprietary, or private
information for which special 13 protection from public disclosure and from use for any purpose
other than 14 prosecuting this litigation may be warranted.

Accordingly, the parties hereby 15 stipulate to and petition the court to enter the following
Stipulated Protective Order 16 (the "Order"). The parties acknowledge that this Order does not
confer blanket 17 protections on all disclosures or responses to discovery and that the protection it
18 affords from public disclosure and use extends only to the limited information or 19 items that
are entitled to confidential treatment under the applicable legal principles.

20 1.2 Good Cause Statement. This action is likely to involve trade secrets, 21 customer
information, and other valuable research, development, commercial, 22 financial, technical and/or
proprietary information for which special protection from 23 public disclosure and from use for
any purpose other than prosecution of this action 24 is warranted. Such confidential and
proprietary materials and information consist of, 25 among other things, confidential business or
financial information, information 26 regarding confidential business practices, or other

confidential research, 27 development, or commercial information (including information implicating privacy 28 rights of third parties), information otherwise generally unavailable to the public, or 1 which may be privileged or otherwise protected from disclosure under state or federal 2 statutes, court rules, case decisions, or common law.

Accordingly, to expedite the 3 flow of information, to facilitate the prompt resolution of disputes over 4 confidentiality of discovery materials, to adequately protect information the parties 5 are entitled to keep confidential, to ensure that the parties are permitted reasonable 6 necessary uses of such material in preparation for and in the conduct of trial, to 7 address their handling at the end of the litigation, and serve the ends of justice, a 8 protective order for such information is justified in this matter.

It is the intent of the 9 parties that information will not be designated as confidential for tactical reasons and 10 that nothing be so designated without a good faith belief that it has been maintained 11 in a confidential, non-public manner, and there is good cause why it should not be 12 part of the public record of this case. 13 1.3 Acknowledgment of Procedure for Filing Under Seal.

The parties 14 further acknowledge, as set forth in Section 12.3, below, that this Stipulated 15 Protective Order does not entitle them to file confidential information under seal; 16 Local Rule 79-5 sets forth the procedures that must be followed and the standards 17 that will be applied when a party seeks permission from the court to file material 18 under seal.

19 There is a strong presumption that the public has a right of access to judicial 20 proceedings and records in civil cases. In connection with non-dispositive motions, 21 good cause must be shown to support a filing under seal. See *Kamakana v. City and 22 Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd 23 v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir.

2002), *Makar-Welbon v. 24 Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective 25 orders require good cause showing), and a specific showing of good cause or 26 compelling reasons with proper evidentiary support and legal justification, must be 27 made with respect to Protected Material that a party seeks to file under seal.

The 28 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL 1 or ATTORNEYS' EYES ONLY does not—without the submission of competent 2 evidence by declaration, establishing that the material sought to be filed under seal 3 qualifies as confidential, privileged, or otherwise protectable—constitute good cause. 4 Further, if a party requests sealing related to a dispositive motion or trial, then 5 compelling reasons, not only good cause, for the sealing must be shown, and the 6 relief sought shall be narrowly tailored to serve the specific interest to be protected.

7 See *Pintos v. Pac. Creditors Ass'n*, 1 605 F.3d 665, 677–79 (9th Cir. 2010). For 8 each item or type of information, document, or thing sought to be filed or introduced 9 under seal in connection with a dispositive motion or trial, the party seeking 10 protection must articulate compelling reasons, supported by specific facts and legal 11 justification, for the requested sealing order.

Again, competent evidence supporting 12 the application to file documents under seal must be provided by declaration. 13 Any document that is not confidential, privileged, or otherwise protectable in 14 its entirety will not be filed under seal if the confidential portions can be redacted. If 15 documents can be redacted, then a redacted version for public viewing, omitting only 16 the confidential, privileged, or otherwise protectable portions of the document, shall 17 be filed.

Any application that seeks to file documents under seal in their entirety 18 should include an explanation of why redaction is not feasible. 19 2. DEFINITIONS 20 2.1 Action: *Brewer v. CVS Pharmacy, Inc., et al.*, Case No. 2:25-cv-04689- 21 MWC-E. 22 2.2 “ATTORNEYS’ EYES ONLY” Information or Items: information 23 designated “CONFIDENTIAL” that is of a highly sensitive nature (i.e., documents 24 or information regarding, discussing, relating to, or reflecting pricing and business 25 strategy documents, financial statements, sales data, profit margin data, cost and 26 expense data, revenue information relating to specific customers or classes of 27 customers or suppliers, non-public scientific research, contracts, and technical 28 information related to a Party’s information security and management, or other 1 categories of information which the parties agree in writing should be designated as 2 “ATTORNEYS’ EYES ONLY”), the disclosure of which could create an elevated 3 risk of causing substantial commercial or competitive harm. “ATTORNEYS’ EYES 4 ONLY” Information or Items shall also include computer code and associated 5 comments and revision histories, formulas, engineering, specifications, or schematics 6 that define or otherwise describe in detail the algorithms or structure of software or 7 hardware designs, disclosure of which to another Party or Non-Party would create a 8 substantial risk of serious harm that could not be avoided by less restrictive means.

9 Any copies or reproductions, excerpts, summaries or other documents or media that 10 contain “ATTORNEYS’ EYES ONLY” Information or Items as defined above shall 11 also be treated as “ATTORNEYS’ EYES ONLY” Information or Items pursuant to 12 this Order. 13 2.3 Challenging Party: a Party or Non-Party that challenges the designation 14 of information or items under this Order.

15 2.4 “CONFIDENTIAL” Information or Items: information (regardless of 16 how it is generated, stored or maintained) or tangible things that qualify for protection 17 under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in 18 the Good Cause Statement.

19 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as 20 their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information or 22 items that it produces in disclosures or in responses to discovery as 23 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” 24 2.7 Disclosure or Discovery Material: all items or information, regardless 25 of the medium or manner in which it is generated, stored, or maintained (including, 26 among other things, testimony, transcripts, and tangible things), that are produced or 27 generated in disclosures or responses to discovery in this matter.

28 2.8 Expert: a person with specialized knowledge or experience in a matter 1 pertinent to the litigation who has been retained by a Party or its counsel to serve as 2 an expert witness or as a consultant in this Action. 3 2.9 Final Disposition: the later of (1) dismissal of all claims and defenses in 4 this Action, with or without prejudice; and (2) final judgment herein after the 5 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of 6 this Action, including the time limits for filing any motions or applications for 7 extension of time pursuant to applicable law.

8 2.10 In-House Counsel: attorneys who are employees of a party to this 9 Action. In-House Counsel does not include Outside Counsel of Record or any other 10 outside counsel. 11 2.11 Non-Party: any natural person, partnership, corporation, association, or 12 other legal entity not named as a Party to this action. 13 2.12 Outside Counsel of Record: attorneys who are not employees of a party 14 to this Action but are retained to represent or advise a party to this Action and have 15 appeared in this Action on behalf of that party or are affiliated with a law firm which 16 has appeared on behalf of that party, and includes support staff.

17 2.13 Party: any party to this Action, including all of its officers, directors, 18 employees, consultants, retained experts, and Outside Counsel of Record (and their 19 support staffs). 20 2.14 Producing Party: a Party or Non-Party that produces Disclosure or 21 Discovery Material in this Action. 22 2.15 Professional Vendors: persons or entities that provide litigation- support 23 services (e.g., photocopying, videotaping, translating, preparing exhibits or 24 demonstrations, and organizing, storing, or retrieving data in any form or medium) 25 and their employees and subcontractors.

26 2.16 Protected Material: any Disclosure or Discovery Material that is 27 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” 28 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material 1 from a Producing Party. 2 3. SCOPE 3 The protections conferred by this Stipulation and Order cover not only 4 Protected Material (as defined above), but also (1) any information copied or 5 extracted from Protected Material; (2) all copies, excerpts, summaries, or 6 compilations of Protected Material; and (3) any testimony, conversations, or 7 presentations by Parties or their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the orders of the 9 trial judge. This Stipulated Protective Order does not govern the use of Protected 10 Material at trial. 11 4. TRIAL AND DURATION 12 The terms of this Stipulated Protective Order apply through Final Disposition 13 of the Action. 14 Once a case proceeds to trial, information that was designated as 15 CONFIDENTIAL, ATTORNEYS' EYES ONLY, or maintained pursuant to this 16 Stipulated Protective Order and used or introduced as an exhibit at trial becomes 17 public and will be presumptively available to all members of the public, including 18 the press, unless compelling reasons supported by specific factual findings to proceed 19 otherwise are made to the trial judge in advance of the trial.

See Kamakana, 447 F.3d 20 at 1180–81 (distinguishing “good cause” showing for sealing documents produced in 21 discovery from “compelling reasons” standard when merits-related documents are 22 part of court record).

Accordingly, for such materials, the terms of this Stipulated 23 Protective Order do not extend beyond the commencement of the trial. 24 Even after Final Disposition of this litigation, the confidentiality obligations 25 imposed by this Stipulated Protective Order shall remain in effect until a Designating 26 Party agrees otherwise in writing or a court order otherwise directs.

27 5. DESIGNATING PROTECTED MATERIAL 28 5.1 Exercise of Restraint and Care in Designating Material for Protection. 1 Each Party or Non-Party that designates information or items for protection under 2 this Order must take care to limit any such designation to specific material that 3 qualifies under the appropriate standards.

The Designating Party must designate for 4 protection only those parts of material, documents, items, or oral or written 5 communications that qualify so that other portions of the material, documents, items, 6 or communications for which protection is not warranted are not swept unjustifiably 7 within the ambit of this Order. 8 Mass, indiscriminate, or routinized designations are prohibited.

Designations 9 that are shown to be clearly unjustified or that have been made for an improper 10 purpose (e.g., to unnecessarily encumber the case development process or to impose 11 unnecessary expenses and burdens on other parties) may expose the Designating 12 Party to sanctions. 13 If it comes to a Designating Party's attention that information or items that it 14 designated for protection do not qualify for protection, that Designating Party must 15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in 17 this Stipulated Protective Order (see, e.g., second paragraph of Section 5.2(a) below), 18 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies 19 for protection under this

Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY," depending on the level of protection needed, to each page that contains Protected Material.

If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced.

During the inspection and before the designation, all of the material made available for inspection shall be deemed ATTORNEYS' EYES ONLY. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order.

Then, before producing the specified documents, the Producing Party must affix either the "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party either: (1) identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony or (2) designate, on the record, that the entire transcript will be conditionally deemed ATTORNEYS' EYES ONLY subject to the Designating Party indicating on a line-by-line basis the information deemed CONFIDENTIAL or ATTORNEYS' EYES ONLY within 30 days of receipt of the transcript.

If the Designating Party does not make the line-by-line designation within 30 days of receipt of the transcript, the entire transcript will not be Protected Material. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" legend.

If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to

Designate. If timely corrected, an inadvertent 1 failure to designate qualified information or items does not, standing alone, waive 2 the Designating Party's right to secure protection under this Order for such material.

3 Upon timely correction of a designation, the Receiving Party must make reasonable 4 efforts to assure that the material is treated in accordance with the provisions of this 5 Stipulated Protective Order. 6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 8 designation of confidentiality at any time that is consistent with the court's 9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 11 resolution process under Local Rule 37.1 et seq. 12 6.3 The burden of persuasion in any such challenge proceeding shall be on 13 the Designating Party. Frivolous challenges, and those made for an improper purpose 14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 15 expose the Challenging Party to sanctions.

Unless the Designating Party has waived 16 or withdrawn the confidentiality designation, all parties shall continue to afford the 17 material in question the level of protection to which it is entitled under the Producing 18 Party's designation until the court rules on the challenge. 19 7. ACCESS TO AND USE OF PROTECTED MATERIAL 20 7.1 Basic Principles. A Receiving Party may use Protected Material that is 21 disclosed or produced by another Party or by a Non-Party in connection with this 22 Action only for prosecuting, defending, or attempting to settle this Action.

Such 23 Protected Material may be disclosed only to the categories of persons and under the 24 conditions described in this Order. When the Action reaches a Final Disposition, a 25 Receiving Party must comply with the provisions of Section 13 below. 26 Protected Material must be stored and maintained by a Receiving Party at a 27 location and in a secure manner that ensures that access is limited to the persons 28 authorized under this Stipulated Protective Order.

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 2 otherwise ordered by the court or permitted in writing by the Designating Party, a 3 Receiving Party may disclose any information or item designated 4 "CONFIDENTIAL" only: 5 (a) to the Receiving Party's Outside Counsel of Record in this Action, as well 6 as employees of said Outside Counsel of Record to whom it is reasonably necessary 7 to disclose the information for this Action; 8 (b) to the officers, directors, and employees (including In-House Counsel) of 9 the Receiving Party to whom disclosure is reasonably necessary for this Action; 10 (c) to Experts (as defined in this Order) of the Receiving Party to whom 11 disclosure is reasonably necessary for this Action and who have signed the 12 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 13 (d) to the court and its personnel; 14 (e) to court reporters and their staff; 15 (f) to professional jury or trial consultants, mock jurors, and Professional 16 Vendors to whom disclosure is reasonably necessary

for this Action and who have 17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 18 (g) to the author or recipient of a document containing the information or a 19 custodian or other person who otherwise possessed or knew the information; 20 (h) during their depositions, to witnesses, and attorneys for witnesses, in the 21 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party 22 requests that the witness sign the “Acknowledgment and Agreement to Be Bound” 23 (Exhibit A); and (2) the witness will not be permitted to keep any confidential 24 information unless they sign the “Acknowledgment and Agreement to Be Bound” 25 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

26 Pages of transcribed deposition testimony or exhibits to depositions that reveal 27 Protected Material may be separately bound by the court reporter and may not be 28 disclosed to anyone except as permitted under this Stipulated Protective Order; and 1 (i) to any mediator or settlement officer, and their supporting personnel, 2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. 4 Unless otherwise ordered by the court or permitted in writing by the Designating 5 Party, a Receiving Party may disclose any information or item designated 6 “ATTORNEYS’ EYES ONLY” only: 7 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as well 8 as employees of said Outside Counsel of Record to whom it is reasonably necessary 9 to disclose the information for this Action; 10 (b) to Experts (as defined in this Order) of the Receiving Party (1) to whom 11 disclosure is reasonably necessary for this Action, (2) who have signed the 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom 13 the procedures set forth in paragraph 7.4(a), below, have been followed; 14 (c) to the court and its personnel; 15 (d) to court reporters and their staff; 16 (e) to professional jury or trial consultants, mock jurors, and Professional 17 Vendors to whom disclosure is reasonably necessary for this Action and who have 18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 19 (f) to the author or recipient of a document containing the information or a 20 custodian or other person who otherwise possessed or knew the information; 21 (g) during their depositions, to witnesses, and attorneys for witnesses, in the 22 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party 23 requests that the witness sign the “Acknowledgment and Agreement to Be Bound” 24 (Exhibit A); and (2) the witness will not be permitted to keep any confidential 25 information unless they sign the “Acknowledgment and Agreement to Be Bound” 26 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

27 Pages of transcribed deposition testimony or exhibits to depositions that reveal 28 Protected Material may be separately bound by the court reporter and may not be 1 disclosed to anyone except as permitted under this Stipulated Protective Order; and 2 (h) to any mediator or settlement

officer, and their supporting personnel, 3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 7.4 Procedures for Approving or Objecting to Disclosure of 5 “ATTORNEYS’ EYES ONLY” Information or Items to Experts. 6 (a) Unless otherwise ordered by the court or agreed to in writing by the 7 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) 8 any information or item that has been designated “ATTORNEYS’ EYES ONLY” 9 pursuant to paragraph 7.3(b) first must make a written request to the Designating 10 Party that (1) sets forth the full name of the Expert and the city and state of his or her 11 primary residence and (2) attaches a copy of the Expert’s current resume, which must 12 include information identifying the Expert’s current employer.

13 (b) A Party that makes a request and provides the “ATTORNEYS’ EYES 14 ONLY” information specified in the paragraph 7.4(a) may disclose the subject 15 Protected Material to the identified Expert unless, within seven days of delivering the 16 request, the Party receives a written objection from the Designating Party. Any such 17 objection must set forth in detail the grounds on which it is based.

18 (c) A Party that receives a timely written objection must meet and confer with 19 the Designating Party (through videoconference) to try to resolve the matter by 20 agreement within seven days of the written objection, which conference shall be 21 conducted consistent with Local Rule 37-1. If no agreement is reached, the 22 Designating Party may file a motion seeking relief preventing disclosure to the Expert 23 in compliance with Local Rule 37.

A Designating Party’s failure to provide its portion 24 of the Joint Stipulation pursuant to Local Rule 37-1, absent agreement otherwise, 25 shall constitute a waiver of the Designating Party’s objection permitting the 26 Receiving Party to disclose the Information to the Expert. 27 In any proceeding under this section seeking to prevent disclosure to an Expert, 28 the Designating Party opposing disclosure to the Expert shall bear the burden of 1 proving that the risk of harm that the disclosure would entail (under the safeguards 2 proposed) outweighs the Receiving Party’s need to disclose the Protected Material to 3 its Expert.

4 8. SOURCE CODE 5 This Order is not intended to, and does not, govern the inspection of source 6 code. Should source code become relevant to this action and require discovery or 7 inspection, the Parties agree such inspection will be governed by a separate 8 agreement or order and the Parties agree to meet and confer on a separate protective 9 order governing source code.

10 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 11 IN OTHER LITIGATION 12 If a Party is served with a subpoena or a court order issued in other litigation 13 that compels disclosure of any information or items designated in this Action as 14

“CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must: 15 (a) promptly notify in writing the Designating Party.

Such notification shall 16 include a copy of the subpoena or court order; 17 (b) promptly notify in writing the party who caused the subpoena or order to 18 issue in the other litigation that some or all of the material covered by the subpoena 19 or order is subject to this Protective Order. Such notification shall include a copy of 20 this Stipulated Protective Order; and 21 (c) cooperate with respect to all reasonable procedures sought to be pursued 22 by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with 24 the subpoena or court order shall not produce any information designated in this 25 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a 26 determination by the court from which the subpoena or order issued, unless the Party 27 has obtained the Designating Party’s permission.

The Designating Party shall bear 28 the burden and expense of seeking protection in that court of its confidential material 1 and nothing in these provisions should be construed as authorizing or encouraging a 2 Receiving Party in this Action to disobey a lawful directive from another court. 3

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 4 PRODUCED IN THIS LITIGATION 5 10.1 Application.

The terms of this Stipulated Protective Order are applicable 6 to information produced by a Non-Party in this Action and designated as 7 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” Such information produced 8 by Non-Parties in connection with this litigation is protected by the remedies and 9 relief provided by this Order. Nothing in these provisions should be construed as 10 prohibiting a Non-Party from seeking additional protections.

11 10.2 Notification. In the event that a Party is required, by a valid discovery 12 request, to produce a Non-Party’s confidential information in its possession, and the 13 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s 14 confidential information, then the Party shall: 15 (a) promptly notify in writing the Requesting Party and the Non-Party that 16 some or all of the information requested is subject to a confidentiality agreement with 17 a Non-Party; and 18 (b) make the information requested available for inspection by the Non-Party, 19 if requested.

20 10.3 Conditions of Production. If the Non-Party fails to seek a protective 21 order from this court within 14 days of receiving the notice and accompanying 22 information, the Receiving Party may produce the Non-Party’s confidential 23 information responsive to the discovery request. If the Non-Party timely seeks a 24 protective order, the Receiving Party shall not produce

any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure.

This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. The production of privileged, work-product protected documents or information, or documents or information protected by any other claim of immunity or protection from disclosure is not a waiver of the privilege or protection from discovery in this Action or in any other federal or state proceeding.

This Order shall provide the maximum protection allowed by Federal Rule of Evidence 502(d). However, nothing herein restricts the right of the Receiving Party to challenge the Producing Party’s claim of privilege. Notwithstanding the foregoing, to the extent that a document is used in a deposition or expert report, or submitted as an exhibit to a Court filing in this action (“Used Document”) and the Producing Party does not notify each Receiving Party in writing of the production within 21 days after its “use,” any such Used Document should be subject to the protections and requirements of Federal Rule of Evidence 502(b).

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order.

Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

13.3 Filing Protected Material. A Party

that seeks to file under seal any 11 Protected Material must comply with Local Rule 79-5. Protected Material may only 12 be filed under seal pursuant to a court order authorizing the sealing of the specific 13 Protected Material at issue.

If a Party's request to file Protected Material under seal 14 is denied by the court, then the Receiving Party may file the information in the public 15 record unless otherwise instructed by the court. 16 14. FINAL DISPOSITION 17 After the Final Disposition of this Action, as defined in paragraph 4, within 60 18 days of a written request by the Designating Party, each Receiving Party must return 19 all Protected Material to the Producing Party or destroy such material.

As used in this 20 paragraph, "all Protected Material" includes all copies, abstracts, compilations, 21 summaries, and any other format reproducing or capturing any of the Protected 22 Material. Whether the Protected Material is returned or destroyed, the Receiving 23 Party must submit a written certification to the Producing Party (and, if not the same 24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 25 (by category, where appropriate) all the Protected Material that was returned or 26 destroyed and (2) affirms that the Receiving Party has not retained any copies, 27 abstracts, compilations, summaries or any other format reproducing or capturing any 28 of the Protected Material.

1 Notwithstanding this provision, Counsel is entitled to retain an archival copy 2 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 4 work product, and consultant and expert work product, even if such materials contain 5 Protected Material.

Any such archival copies that contain or constitute Protected 6 Material remain subject to this Protective Order as set forth in Section 4. 7 15. VIOLATION 8 Any violation of this Stipulated Protective Order may be punished by any and 9 all appropriate measures including, without limitation, contempt proceedings and/or 10 monetary sanctions. 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD 2 3 DATED: December 15, 2025 4 /s/ Jonathan M. Jagher /s/ Whitney M. Smith 5 Jonathan M. Jagher (pro hac vice) Whitney M. Smith (pro hac vice) FREED KANNER LONDON & Lauri A. Mazzuchetti (pro hac vice) 6 MILLEN LLC KELLEY DRYE & WARREN LLP 923 Fayette St. 7 Giralda Farms, Suite 340 7 Conshohocken, PA 19428 Madison, NJ 07940 Telephone: (224) 632-4500 Telephone: (973) 503-5900 8 Facsimile: (224) 632-4521 Facsimile: (973) 503-5950 jjagher@fklmlaw.com wsmith@kelleydrye.com 9 lmazzuchetti@kelleydrye.com Nicholas R. Lange (pro hac vice) 10 FREED KANNER LONDON & Rebecca B. Durrant (SBN 350444) MILLEN LLC KELLEY DRYE & WARREN LLP 11 100 Tri-State International, 350 South Grand Avenue Suite 128 Suite 3800 12 Lincolnshire, IL 60069 Los Angeles, CA 90071 Telephone: (224) 632-4510 Telephone: (212) 808-7551 13 Facsimile: (224) 632-4521 Facsimile: (213) 547-4901 nlange@fklmlaw.com rdurrant@kelleydrye.com 14 John J. Nelson Stephanie A.

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43 20 Los Angeles, CA 90071 Telephone: (213) 620-1780 21 Facsimile: (213) 620-1398 jle@sheppardmullin.com 22 23 Counsel for Defendant Criteo Corp. 24 25 26 27 28 | | FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. DATED: 12/15/25 EEZAAZ 4 CHARLESF.EICK = ☐☐☐ 5 United States Magistrate Judge 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 20 1 ATTESTATION 2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and 3 on whose behalf the filing is submitted, concur in the filing of this stipulation and have 4 authorized the filing of this stipulation.

5 6 DATED: December 15, 2025 Respectfully submitted, 7 /s/ Jonathan M. Jagher 8 Jonathan M. Jagher 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, _____ [print or type full name], of 4 _____ [print or

type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that was 6 issued by the United States District Court for the Central District of California in the 7 case of Brewer v. CVS Pharmacy, Inc., et al., Case No. 2:25-cv-04689-MWC-E.

I 8 agree to comply with and to be bound by all the terms of this Stipulated Protective 9 Order, and I understand and acknowledge that failure to so comply could expose me 10 to sanctions and punishment in the nature of contempt. I solemnly promise that I will 11 not disclose in any manner any information or item that is subject to this Stipulated 12 Protective Order to any person or entity except in strict compliance with the 13 provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court 15 for the Central District of California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action.

18 I hereby appoint _____ [print or type full name] of 19 _____ [print or type full address and 20 telephone number] as my California agent for service of process in connection with 21 this action or any proceedings related to enforcement of this Stipulated Protective 22 Order.

23 24 Date: _____ 25 City and State where sworn and
signed: _____ 26 Printed name:
_____ 27 Signature: _____

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