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6 Attorneys for Defendant TARGET CORPORATION,

7  
 8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 IRMA HERNANDEZ, an individual, and  
 11 ADRIANA HERNANDEZ, an individual,

12 Plaintiffs,

13 v.

14 TARGET CORPORATION, a Minnesota  
 15 Corporation and DOES 1 through 10,

16 Defendants.

USDC CASE NO.: CV10-2249 AHM  
 (RZx)

LASC CASE NO.: BC432379

**[PROPOSED] ORDER RE  
 STIPULATED PROTECTIVE  
 ORDER**

**Complaint Filed: 2/23/10  
 Trial Date: 3/1/11**

18 NOTE: CHANGES HAVE BEEN  
 19 MADE TO THIS DOCUMENT

21 IT IS HEREBY ORDERED, by the undersigned Judge of the District Court of  
 22 the Central District of California, under the terms of the stipulation executed by the  
 23 attorneys for the respective parties, that with regard to material disclosed in the course  
 24 of the above-captioned lawsuit ("Lawsuit") which constitutes or contains trade secrets  
 25 or other confidential research, development or commercial information of the parties  
 26 ("Confidential Material"), the following procedures shall govern:

- 27 1. This Order is meant to encompass all forms of disclosure which may  
 28 contain Confidential Material, including all documents, pleadings, motions, exhibits,

1 declarations, affidavits, deposition transcripts, inspection reports, and all other  
2 tangible items (electronic media, photographs, videocassettes, etc.) For purposes of  
3 this Stipulated Protective Order, Confidential Material ~~shall include, but is not~~ limited  
4 to documents specifically defined as follows, and to subjects covered in those  
5 documents:

- 6 - *Assets Protection AP Directives, effective 09-01-2007;*
- 7 - *Guard Service Common Post Orders, updated April 2007;*
- 8 - *Assets Protection Job Description Core Roles, effective 2008;*
- 9 - *Nonviolent Intervention Certification Instructor Workbook, rev. 03/08*

10  
11 2. The parties may designate any Confidential Material produced or filed in  
12 this Lawsuit as confidential and subject to the terms of this Order by marking such  
13 materials ("Confidential"). If any material has multiple pages, this designation need  
14 only be placed on the first page of such material. Any material designated as  
15 "Confidential" shall not be disclosed to any person or entity except to the parties,  
16 counsel for the respective parties, and expert witnesses assisting counsel in this  
17 Lawsuit, and the Court.

18 3. Any material designated as confidential pursuant to paragraph 2 above  
19 shall be used solely for the purposes of this Lawsuit and for no other purpose.

20 4. Prior to disclosure of any Confidential Material, each person to whom  
21 disclosure is to be made shall execute a written "Confidentiality Agreement" (in the  
22 form attached hereto) consenting to be bound by the terms of this Order. The parties,  
23 counsel for the respective parties (including legal assistants and other personnel) and  
24 the Court are deemed to be bound by this Order and are not required to execute a  
25 Confidentiality Agreement.

26 5. Only counsel of record in this Lawsuit shall be permitted to disseminate  
27 Confidential Material. Upon dissemination of any Confidential Material, each  
28 non-designating counsel of record in this Lawsuit shall maintain a written record as to:

1 (1) the identity of any person given Confidential Material, and (2) the identity of the  
2 Confidential Material so disseminated (such as by "Bates stamp" number). Such  
3 record shall be made available to the designating party upon request.

4 ///

5 6. If additional persons become parties to this Lawsuit, they shall not have  
6 access to any Confidential Material until they execute and file with the Court their  
7 written agreement to be bound by the terms of this Order.

8 7. In the event that any question is asked at a deposition that calls for the  
9 disclosure of Confidential Material, the witness shall answer such question (unless  
10 otherwise instructed not to do so on grounds of privilege) provided that the only  
11 persons in attendance at the deposition are persons who are qualified to receive such  
12 information pursuant to this Order. Deposition testimony may be designated as  
13 confidential following the testimony having been given provided that: (1) such  
14 testimony is identified and designated on the record at the deposition, or (2)  
15 non-designating counsel is notified of the designation in writing within thirty days  
16 after receipt by the designating party of the respective deposition transcript. All  
17 deposition transcripts in their entirety shall be treated in the interim as "Confidential"  
18 pursuant to paragraph 2 above. When Confidential Material is incorporated in a  
19 deposition transcript, the party designating such information confidential shall make  
20 arrangements with the court reporter not to disclose any information except in  
21 accordance with the terms of this Order.

22 8. If a deponent refuses to execute a Confidentiality Agreement, disclosure  
23 of Confidential Material during the deposition shall not constitute a waiver of  
24 confidentiality. Under such circumstances, the witness shall sign the original  
25 deposition transcript in the presence of the court reporter and no copy of the transcript  
26 or exhibits shall be given to the deponent.

27 9. ~~With respect to any communications to the Court, including any~~  
28 ~~pleadings, motions or other papers, all documents containing Confidential Material~~

1 ~~shall be communicated to the Court in a sealed envelope or other appropriate sealed~~  
2 ~~container on which shall be written the caption of this Lawsuit, an indication of the~~  
3 ~~nature of the contents of the sealed envelope or container, and the words~~  
4 ~~"CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER." All~~  
5 ~~communications shall indicate clearly which portions are designated to be~~  
6 ~~"Confidential." Any communications containing Confidential Material shall be~~  
7 ~~returned to the submitting party upon termination of this Lawsuit (whether by~~  
8 ~~dismissal or final judgment.)~~

9 ~~10. The Clerk of the Court is directed to maintain all communications~~  
10 ~~received by the Court pursuant to paragraph 9 above under seal. All such~~  
11 ~~communications shall be maintained in the Court's file in a sealed envelope or other~~  
12 ~~appropriate sealed container on which shall be written the caption of this Lawsuit, an~~  
13 ~~indication of the nature of the contents of the sealed envelope or container, and the~~  
14 ~~following statement: "Enclosed are confidential materials filed in this case pursuant to~~  
15 ~~a Protective Order entered by the Court, and the contents shall not be examined except~~  
16 ~~pursuant to further order of the Court."~~

17 The parties shall follow the Local Rules in connection with the submission of  
18 any documents that they desire to have placed under seal.

19 11. If a non-designating party is subpoenaed or ordered to produce  
20 Confidential Material by another court or administrative agency, such party shall  
21 promptly notify the designating party of the pending subpoena or order ~~and shall not~~  
22 ~~produce any Confidential Material until~~ promptly to give the designating party has  
23 ~~had~~ reasonable time to object or otherwise take appropriate steps to protect such  
24 Confidential Material.

25 12. If a party believes that any Confidential Material does not contain  
26 confidential information, it may contest the applicability of this Order to such  
27 information by notifying the designating party's counsel in writing and identifying the  
28 information contested. The parties shall have thirty days after such notice to meet and

1 confer and attempt to resolve the issue. If the dispute is not resolved within such  
2 period, the party seeking the protection shall have thirty days in which to make a  
3 motion for a protective order with respect to contested information. Information that  
4 is subject to a dispute as to whether it is properly designated shall be treated as  
5 designated in accordance with the provisions of this Order until the Court issues a  
6 ruling.

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8  
9 13. Inadvertent failure to designate any material "Confidential" shall not  
10 constitute a waiver of an otherwise valid claim of confidentiality pursuant to this  
11 Order, so long as a claim of confidentiality is asserted within fifteen days after  
12 discovery of the inadvertent failure. At such time, arrangements shall be made by the  
13 parties to designate the material "Confidential" in accordance with this Order.

14 14. This Order shall be without prejudice to the right of any party to oppose  
15 production of any information or object to its admissibility into evidence.

16 15. When any counsel of record in this Lawsuit or any attorney who has  
17 executed a Confidentiality Agreement becomes aware of any violation of this Order,  
18 or of facts constituting good cause to believe that a violation of this Order may have  
19 occurred, such attorney shall report that there may have been a violation of this Order  
20 to ~~the Court and~~ all counsel of record.

21 16. Within thirty days after the termination of this Lawsuit (whether by  
22 dismissal of final judgment), all Confidential Material (including all copies) shall be  
23 returned to counsel for the designating party. In addition, counsel returning such  
24 material shall execute an affidavit verifying that all Confidential Material produced to  
25 such counsel and any subsequently made copies are being returned in their entirety  
26 pursuant to the terms of this Order. Such a representation fully contemplates that  
27 returning counsel has: (1) contacted all persons to whom that counsel disseminated  
28 Confidential Material, and (2) confirmed that all such material has been returned to

1 disseminating counsel.

2 17. After the termination of this Lawsuit, the provisions of this Order shall  
3 continue to be binding and this Court shall retain jurisdiction over the parties and any  
4 other person who has access to documents and information produced pursuant to this  
5 Order for the sole purpose of enforcement of its provisions.

6  
7 Notwithstanding any other provision of this Order, this Order shall not govern  
8 in connection with dispositive motions, or at trial. Any protection desired during  
9 those proceedings must be sought separately from the judicial officer who will preside  
10 over those proceedings. *See Foltz v. State Farm Mutual Auto Insurance Co.*, 331 F.3d  
11 1122 (9th Cir. 2003); *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th  
12 Cir. 2006).

13 **IT IS ORDERED.**

14  
15 DATED: July 14, 2010

  
\_\_\_\_\_  
**UNITED STATES MAGISTRATE JUDGE**

1 **CERTIFICATE OF SERVICE**  
2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the  
4 age of 18 and not a party to the within action; my business address is 801 South  
5 Figueroa Street, 15th Floor, Los Angeles, California 90017.

6 On July 7, 2010, I served the document described as **[PROPOSED] ORDER**  
7 **RE STIPULATED PROTECTIVE ORDER** on the interested parties in this action  
8 by placing true copies thereof enclosed in sealed envelopes addressed as follows:

9 Eugene Rome, Esq.  
10 Rome & Associates  
11 1801 Century Park East, Suite 475  
12 Los Angeles, CA 90067  
13 1999-32912  
14 P: 310-282-0690; F: 310-282-0691

15 **Attorney for Plaintiffs**

16 **IRMA HERNANDEZ & ADRIANA HERNANDEZ**

17  **(BY MAIL)** I caused such envelope to be deposited in the mail at Los Angeles,  
18 California. The envelope was mailed with postage thereon fully prepaid. I  
19 placed such envelope with postage thereon prepaid in the United States mail at  
20 Los Angeles, California. I am "readily familiar" with the firm's practice of  
21 collection and processing correspondence for mailing. Under that practice it  
22 would be deposited with the U.S. postal service on that same day with postage  
23 thereon fully prepaid at Los Angeles, California in the ordinary course of  
24 business. I am aware that on motion of the party served, service is presumed  
25 invalid if postal cancellation date or postage meter date is more than one day  
26 after date of deposit for mailing in affidavit.

27  **(BY OVERNIGHT COURIER):** I placed the above-referenced document(s)  
28 in (an) envelope(s) designated by the express service carrier (UPS) for  
overnight delivery, addressed as indicated above. I delivered said UPS  
envelope to the personnel of our mail room. I am "readily familiar" with the  
firm's practice of collecting and processing documents intended for UPS  
overnight delivery. Under that practice, after the document is delivered to the  
firm's mail room, it is deposited that same day, with delivery fees provided for,  
in a box or other facility regularly maintained by the express service carrier or  
is delivered to an authorized courier or driver authorized by the express service  
carrier to receive documents, for overnight delivery.

**(BY FACSIMILE)** I telecopied such document to the offices of the addressee  
at the following fax number: .

**(BY PERSONAL SERVICE)** I delivered such envelope by hand to the  
offices of the addressee.

**(FEDERAL)** I declare under penalty of perjury under the laws of the United  
States of America, that the above is true and correct.

Executed on July 7, 2010, at Los Angeles, California.

\_\_\_\_\_  
Brenda Leonardo