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6 Attorneys for Defendant
TARGET CORPORATION
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
10

11 LOURDES CALDERON,

12 Plaintiff,

13 vs.

14 TARGET CORPORATION dba TARGET, a
15 Corporation and DOES 1 to 100, Inclusive

16 Defendants.
17

CASE NO.: CV 13-2895-SVW
(PJWx)

NOTE CITANGES PJW

AMENDED STIPULATED
PROTECTIVE ORDER;
PROPOSED ORDER

Complaint Filed: 3.15.13
Trial Date: None

18 IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys
19 for the respective parties, that with regard to material disclosed in the course of the
20 above-captioned lawsuit ("Lawsuit") which constitutes or contains trade secrets or
21 other confidential research, development or commercial information of the parties
22 ("Confidential Material"), the following procedures shall govern:

23 1. This Order is meant to encompass all forms of disclosure which may
24 contain Confidential Material, including all documents, pleadings, motions, exhibits,
25 declarations, affidavits, deposition transcripts, inspection reports, and all other
26 tangible items (electronic media, photographs, videocassettes, etc.) For
27 purposes of this Stipulated Protective Order Confidential Material is specifically
28 defined as follows:

This protective order does not authorize the parties to
file documents under seal. See L.R. 79-5. Dockets.Justia.com

- 1 1. *Team Member Handbook eff. July 2009 (Executive);*
- 2 2. *Team Member Handbook eff. February 2011 (Hourly);*
- 3 3. *Team Member Orientation DVD, eff. August 2009;*
- 4 4. *Floor Brand Maintenance Walk Reference Guide eff. 02/2008;*
- 5 5. *Safety is Our Brand;*
- 6 6. *Basic Safeness Guest Incident Procedures eff. November 2010.*

7 The documents listed herein are the proprietary and confidential trade secrets
8 of defendant TARGET CORPORATION and good cause for a protective order as set
9 forth under Federal Rules of Civil Procedure 26(c)(1) and for under seal filings as set
10 forth under Local Rule 79-5 exists.

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 Access and use of the protected material described herein by the Court and its
21 personnel is specifically permitted under this order.

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

28 5. Only counsel of record in this Lawsuit shall be permitted to disseminate

1 Confidential Material. Upon dissemination of any Confidential Material, each
2 non-designating counsel of record in this Lawsuit shall maintain a written record as
3 to: (1) the identity of any person given Confidential Material, and (2) the identity of
4 the Confidential Material so disseminated (such as by "Bates stamp" number). Such
5 record shall be made available to the designating party upon request.

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

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

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

28 9. With respect to any communications to the Court, including any

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

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

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

23 12. If a party believes that any Confidential Material does not contain
24 confidential information, it may contest the applicability of this Order to such
25 information by notifying the designating party's counsel in writing and identifying
26 the information contested. The parties shall have thirty days after such notice to meet
27 and confer and attempt to resolve the issue. If the dispute is not resolved within such
28 period, the party seeking the protection shall have thirty days in which to make a

1 motion for a protective order with respect to contested information. Information that
2 is subject to a dispute as to whether it is properly designated shall be treated as
3 designated in accordance with the provisions of this Order until the Court issues a
4 ruling.

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

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

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

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

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1 17. After the termination of this Lawsuit, the provisions of this Order shall
2 continue to be binding and this Court shall retain jurisdiction over the parties and any
3 other person who has access to documents and information produced pursuant to this
4 Order for the sole purpose of enforcement of its provisions.
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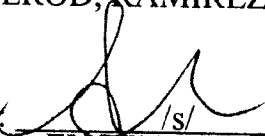
8 Dated: May 14, 2013

LAW OFFICES OF WESLEY R. SKLARK

9
10 By 
11 WESLEY R. SKLARK, ESQ.
12 Attorney for Plaintiffs
13 LOURDES CALDERON
14

15 Dated: May 14, 2013

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

16
17 By  /s/
18 EUGENE J. EGAN
19 ANNEMARIE McDOWELL
20 Attorneys for Defendant
21 TARGET CORPORATION
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1 **PROPOSED ORDER**

2 **RE STIPULATED PROTECTIVE ORDER**

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

10 1. This Order is meant to encompass all forms of disclosure which may
11 contain Confidential Material, including all documents, pleadings, motions, exhibits,
12 declarations, affidavits, deposition transcripts, inspection reports, and all
13 other tangible items (electronic media, photographs, videocassettes, etc.) For
14 purposes of this Stipulated Protective Order Confidential Material is specifically
15 defined as follows:

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- 18 3. *Team Member Orientation DVD, eff. August 2009;*
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- 20 5. *Safety is Our Brand;*
- 21 6. *Basic Safeness Guest Incident Procedures eff. November 2010.*

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25 forth under Local Rule 79-5 exists.

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27 this Lawsuit as confidential and subject to the terms of this Order by marking such
28 materials ("Confidential"). If any material has multiple pages, this designation need

1 only be placed on the first page of such material. Any material designated as
2 "Confidential" shall not be disclosed to any person or entity except to the parties,
3 counsel for the respective parties, and expert witnesses assisting counsel in this
4 Lawsuit, and the Court.

5 3. Any material designated as confidential pursuant to paragraph 2 above
6 shall be used solely for the purposes of this Lawsuit and for no other purpose. Access
7 and use of the protected material described herein by the Court and its personnel is
8 specifically permitted under this order.

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

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16 Confidential Material. Upon dissemination of any Confidential Material, each
17 non-designating counsel of record in this Lawsuit shall maintain a written record as
18 to: (1) the identity of any person given Confidential Material, and (2) the identity of
19 the Confidential Material so disseminated (such as by "Bates stamp" number). Such
20 record shall be made available to the designating party upon request.

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

24 7. In the event that any question is asked at a deposition that calls for the
25 disclosure of Confidential Material, the witness shall answer such question (unless
26 otherwise instructed not to do so on grounds of privilege) provided that the only
27 persons in attendance at the deposition are persons who are qualified to receive such
28 information pursuant to this Order. Deposition testimony may be designated as

1 confidential following the testimony having been given provided that: (1) such
2 testimony is identified and designated on the record at the deposition, or (2)
3 non-designating counsel is notified of the designation in writing within thirty days
4 after receipt by the designating party of the respective deposition transcript. All
5 deposition transcripts in their entirety shall be treated in the interim as "Confidential"
6 pursuant to paragraph 2 above. When Confidential Material is incorporated in a
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8 arrangements with the court reporter not to disclose any information except in
9 accordance with the terms of this Order.

10 8. If a deponent refuses to execute a Confidentiality Agreement, disclosure
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12 confidentiality. Under such circumstances, the witness shall sign the original
13 deposition transcript in the presence of the court reporter and no copy of the
14 transcript or exhibits shall be given to the deponent.

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18 container on which shall be written the caption of this Lawsuit, an indication of the
19 nature of the contents of the sealed envelope or container, and the words
20 "CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER." All
21 communications shall indicate clearly which portions are designated to be
22 "Confidential." Any communications containing Confidential Material shall be
23 returned to the submitting party upon termination of this Lawsuit (whether by
24 dismissal or final judgment.)

25 10. The Clerk of the Court is directed to maintain all communications
26 received by the Court pursuant to paragraph 9 above under seal. All such
27 communications shall be maintained in the Court's file in a sealed envelope or other
28 appropriate sealed container on which shall be written the caption of this Lawsuit, an

1 indication of the nature of the contents of the sealed envelope or container, and the
2 following statement: "Enclosed are confidential materials filed in this case pursuant
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4 except pursuant to further order of the Court."

5 11. If a non-designating party is subpoenaed or ordered to produce
6 Confidential Material by another court or administrative agency, such party shall
7 promptly notify the designating party of the pending subpoena or order and shall not
8 produce any Confidential Material until the designating party has had reasonable time
9 to object or otherwise take appropriate steps to protect such Confidential Material.

10 12. If a party believes that any Confidential Material does not contain
11 confidential information, it may contest the applicability of this Order to such
12 information by notifying the designating party's counsel in writing and identifying
13 the information contested. The parties shall have thirty days after such notice to meet
14 and confer and attempt to resolve the issue. If the dispute is not resolved within such
15 period, the party seeking the protection shall have thirty days in which to make a
16 motion for a protective order with respect to contested information. Information that
17 is subject to a dispute as to whether it is properly designated shall be treated as
18 designated in accordance with the provisions of this Order until the Court issues a
19 ruling.

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

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

27 15. When any counsel of record in this Lawsuit or any attorney who has
28 executed a Confidentiality Agreement becomes aware of any violation of this Order,

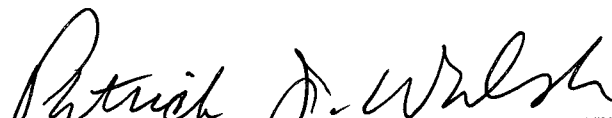
1 or of facts constituting good cause to believe that a violation of this Order may have
2 occurred, such attorney shall report that there may have been a violation of this Order
3 to the Court and all counsel of record.

4 16. Within thirty days after the termination of this Lawsuit (whether by
5 dismissal of final judgment), all Confidential Material (including all copies) shall be
6 returned to counsel for the designating party. In addition, counsel returning such
7 material shall execute an affidavit verifying that all Confidential Material produced
8 to such counsel and any subsequently made copies are being returned in their entirety
9 pursuant to the terms of this Order. Such a representation fully contemplates that
10 returning counsel has: (1) contacted all persons to whom that counsel disseminated
11 Confidential Material, and (2) confirmed that all such material has been returned to
12 disseminating counsel.

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

17 **IT IS ORDERED.**

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20 DATED: 6/4, 2013


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28 JUDGE OF THE U.S. DISTRICT COURT

**ANY PARTY INTENDING TO SUBMIT TO
THE COURT ANY DOCUMENTS COVERED
BY THIS PROTECTIVE ORDER SHALL FILE A
MOTION UNDER LOCAL RULE 79-5
REQUESTING PERMISSION TO FILE
THEM UNDER SEAL.**



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On May 17, 2013, I served the document described as **AMENDED STIPULATED PROTECTIVE ORDER; PROPOSED ORDER** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

1999-42897
Wesley R. Sklark, Esq.
Law Offices of Wesley R. Sklark
1605 W. Olympic Bl., Suite 9042
Los Angeles, CA 90015
P: 213.386.3377; F: 213.386.3344
Attorney for Plaintiff Lourdes Calderon

- (BY MAIL)** I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I placed such envelope with postage thereon prepaid in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- (BY OVERNIGHT COURIER):** I placed the above-referenced document(s) 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 May 17, 2013 at Los Angeles, California.

By: _____/s/
BRENDA LEONARDO