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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 FATIMA GASIO, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 TARGET CORPORATION; and
16 DOES 1 through 10, inclusive,

17 Defendants.
18

No. 2:14-CV-2214-DMG-MAN

**PROTECTIVE ORDER ENTERED
PURSUANT TO THE PARTIES'
STIPULATION**

19 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the
20 parties' Joint Stipulation for Protective Order ("Stipulation") filed on May 15, 2014, the
21 terms of the protective order to which the parties have agreed are adopted as a protective
22 order of this Court (which generally shall govern the pretrial phase of this action) except
23 to the extent, as set forth below, that those terms have been substantively modified by the
24 Court's amendment of paragraphs 2, 11(h), and 13 of the Stipulation.

25 The parties are expressly cautioned that the designation of any information, document, or
26 thing as CONFIDENTIAL, or other designation(s) used by the parties, does not, in and of
27 itself, create any entitlement to file such information, document, or thing, in whole or in
28 part, under seal. Accordingly, reference to this Protective Order or to the parties'

1 designation of any information, document, or thing as CONFIDENTIAL, or other
2 designation(s) used by the parties, is wholly insufficient to warrant a filing under seal.

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions, good
5 cause must be shown to support a filing under seal. The parties' mere designation of any
6 information, document, or thing as CONFIDENTIAL, or other designation(s) used by
7 parties, does not -- **without the submission of competent evidence, in the form of a**
8 **declaration or declarations, establishing that the material sought to be filed under**
9 **seal qualifies as confidential, privileged, or otherwise protectable** -- constitute good
10 cause.

11 Further, if sealing is requested in connection with a dispositive motion or trial, then
12 compelling reasons, as opposed to good cause, for the sealing must be shown, and the
13 relief sought shall be narrowly tailored to serve the specific interest to be protected. *See*
14 Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or
15 type of information, document, or thing sought to be filed or introduced under seal in
16 connection with a dispositive motion or trial, the party seeking protection must articulate
17 compelling reasons, supported by specific facts and legal justification, for the requested
18 sealing order. **Again, competent evidence supporting the application to file**
19 **documents under seal must be provided by declaration.**

20 Any document that is not confidential, privileged, or otherwise protectable in its
21 entirety will not be filed under seal if the confidential portions can be redacted. If
22 documents can be redacted, then a redacted version for public viewing, omitting only the
23 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
24 Any application that seeks to file documents under seal in their entirety should include an
25 explanation of why redaction is not feasible.

26 Notwithstanding any other provision of this Protective Order, in the event that this case
27 proceeds to trial, all information, documents, and things discussed or introduced into
28 evidence at trial will become public and available to all members of the public, including

1 the press, unless sufficient cause is shown in advance of trial to proceed otherwise.

2 **THE PARTIES ARE DIRECTED TO REVIEW CAREFULLY AND ACT IN**
3 **COMPLIANCE WITH ALL ORDERS ISSUED BY THE HONORABLE DOLLY**
4 **M. GEE, UNITED STATES DISTRICT JUDGE, INCLUDING THOSE**
5 **APPLICABLE TO PROTECTIVE ORDERS AND FILINGS UNDER SEAL.**

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1 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
2 **MODIFIED BY THE COURT**¹

3 Pursuant to Rule 26, Federal Rules of Civil Procedure, plaintiff Fatima Gasio and
4 defendant Target Corporation (“Target”) (collectively, the “Parties”), acting by and
5 through their attorneys of record, **have stipulated** to the Court’s **entry of** the following
6 Protective Order in this action:

7 **Recitals**

8 A. Target contends that at least some of the documents, testimony, and other
9 information being sought from Target through discovery in this action contain private,
10 trade secret, or other confidential information (including but not limited to personnel,
11 research, technical, cost, price, marketing, or other commercial information), as
12 contemplated by Rule 26(c)(1)(G), Federal Rules of Civil Procedure, and California Civil
13 Code section 3426.1.

14 B. The purpose of this Protective Order is to protect the confidentiality, if any,
15 of such documents and information as much as practical during the litigation.
16 Accordingly, the Parties **have stipulated** to, and **petitioned** the Court to enter, the
17 following Protective Order. The Parties **have acknowledged**, as set forth in Section 14,
18 below, that this Protective Order creates no entitlement to file material under seal; Local
19 Rule 79-5, the Court’s procedures and schedules, **and this Protective Order** set forth the
20 procedures that must be followed and reflects the standards that shall be applied when a
21 party seeks permission from the Court to file material under seal.

22 Based on these recitals, the Parties agree as follows:

23 **Definitions**

24 1. “Action” refers to the case entitled *Gasio v. Target Corp.*, United States
25 District Court, Central District of California Case No. 2:14-CV-2214-DMG-MAN.

26 2. “Discovery Materials” includes, but will not be limited to: documents;

27 _____
28 ¹ The Court’s substantive modifications of the agreed terms of the Protective Order
are generally indicated in bold typeface.

1 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
2 material that identify customers or potential customers; price lists or schedules or other
3 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
4 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
5 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
6 compilations from which information can be obtained and translated into reasonably
7 usable form through detection devices; sketches; drawings; notes (including laboratory
8 notebooks and records); reports; instructions; disclosures; other writings; models,
9 prototypes and other physical objects; responses to interrogatories, responses to requests
10 for admissions, deposition testimony, transcripts of deposition testimony, and other
11 discovery responses; data, summaries, and compilations derived therefrom, and any other
12 items or information, regardless of the medium or manner generated, stored, or
13 maintained (including, among other things, documents, electronic data, testimony,
14 transcripts, or tangible things) that are produced or generated in disclosures or responses
15 to discovery in this Action.

16 3. “Confidential Information” means and includes non-public information
17 contained or disclosed in any Discovery Materials that the producing party contends
18 constitutes private, trade secret, or other confidential information (including but not
19 limited to personnel, research, technical, cost, price, marketing or other commercial
20 information), as contemplated by Rule 26, Federal Rules of Civil Procedure, and
21 California Civil Code section 3426.1.

22 4. “Counsel” means:

- 23 a. outside counsel of record, and other attorneys, paralegals, secretaries,
24 and other support staff employed in the law firms of Rastegar Law
25 Group APC and Paul Hastings LLP; and
26 b. in-house attorneys, paralegals, legal secretaries, and other legal
27 support staff for Target.

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1 General Rules

2 5. Each party to this litigation that produces or discloses any Discovery
3 Materials that the producing party believes contain Confidential Information may
4 designate the same as “CONFIDENTIAL.”

5 6. Any party may designate Discovery Materials as “CONFIDENTIAL” only
6 if, in the good-faith belief of such party and its Counsel, the unrestricted disclosure of the
7 Confidential Information in such materials could be prejudicial to the privacy interests,
8 business, or operations of such party or third parties.

9 7. Each party that designates Discovery Materials for protection under this
10 Protective Order must take care to limit any such designation to specific materials that
11 qualify under this Protective Order. The designating party must designate for protection
12 only those parts of Discovery Materials that qualify so that other portions of the
13 Discovery Materials for which protection is not warranted are not swept unjustifiably
14 within the ambit of this Protective Order. Mass, indiscriminate, or routinized
15 designations are prohibited. Designations that are shown to have been clearly unjustified
16 and made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case
17 development process or to impose unnecessary expenses and burdens on another party)
18 may expose the designating party to sanctions.

19 8. In the event the producing party elects to produce Discovery Materials for
20 inspection, no marking need be made by the producing party in advance of the initial
21 inspection. Thereafter, upon selection of specified Discovery Materials for copying by
22 the inspecting party, the producing party will mark “CONFIDENTIAL” the copies of any
23 such materials that are considered Confidential Information in the good-faith belief of the
24 producing party and its Counsel.

25 9. Whenever a deposition taken on behalf of any party involves a disclosure of
26 Confidential Information:

- 27 a. said deposition or portions thereof will be designated as containing
28 Confidential Information subject to the provisions of this Protective
-

1 Order; such designation will be made on the record whenever
2 possible, but a party may designate portions of depositions as
3 containing Confidential Information after transcription of the
4 proceedings; a party will have until fifteen (15) days after receipt of
5 the deposition transcript to inform the other party or parties to the
6 Action of the portions of the transcript designated
7 “CONFIDENTIAL”;

8 b. the disclosing party will have the right to exclude from attendance at
9 said deposition, during such time as the Confidential Information is to
10 be disclosed, any person other than the deponent, Counsel (including
11 their staff and associates), the court reporter, the videographer (if any)
12 and the person(s) agreed upon pursuant to paragraph 10 below; and

13 c. the originals of said deposition transcripts and all copies thereof will
14 bear the legend “CONFIDENTIAL,” as appropriate, and the original
15 or any copy ultimately presented to a court for filing will not be filed
16 unless it can be accomplished under seal, identified as being subject to
17 this Protective Order, and protected from being opened except by
18 order of this Court.

19 10. All Discovery Materials designated as “CONFIDENTIAL” will not be
20 disclosed by the receiving party to anyone other than those persons designated herein and
21 will be handled in the manner set forth below and, in any event, will not be used for any
22 purpose other than in connection with this litigation, unless and until such designation is
23 removed either by agreement of the Parties, or by order of the Court.

24 11. Unless otherwise ordered by the Court or permitted in writing by the
25 designating party, Discovery Materials designated “CONFIDENTIAL” will be viewed
26 only by Counsel of the receiving party and by the additional individuals listed below:

27 a. any individual who is a party as of the date of entry by the Court of
28 this Protective Order;

- 1 b. independent experts or consultants retained by any party, provided
2 each such individual has read this Protective Order in advance of
3 disclosure and has executed a copy of the form attached hereto as
4 Exhibit A;
- 5 c. executives who are required to participate in policy decisions with
6 reference to this Action;
- 7 d. technical personnel of the Parties with whom Counsel find it
8 necessary to consult, in the discretion of such Counsel, in preparation
9 for trial of this Action;
- 10 e. stenographic and clerical employees associated with the individuals
11 identified above;
- 12 f. during the course of a deposition, any person whose deposition is
13 being taken and who has been provided with and has read this
14 Protective Order in advance of disclosure and has executed a copy of
15 the form attached hereto as Exhibit A;
- 16 g. any person indicated on the face of the document to be its originator,
17 author or a recipient of a copy thereof;
- 18 h. any person testifying at a **deposition, in a hearing conducted in, or**
19 **at the trial** of the Action;
- 20 i. the Court and its personnel;
- 21 j. a discovery referee, if one is appointed by the Court; and
- 22 k. any court reporter acting in that capacity in the Action.

23 12. All Discovery Materials that have been designated as “CONFIDENTIAL”
24 by the producing or disclosing party, and any and all reproductions thereof, will be
25 retained in the custody of the Counsel for the receiving party, except that independent
26 experts authorized to view such information under the terms of this Protective Order may
27 retain custody of copies such as are necessary for their participation in this litigation.

28 13. Before any Discovery Materials that are designated as Confidential

1 Information are filed with the Court for any purpose, the party seeking to file such
2 materials will **file an application with** the Court to file the materials under seal pursuant
3 to Local Rule 79-5.1, the Court's procedures and schedules, **and this Protective Order**.

4 14. At any stage of these proceedings, any party may object to a designation of
5 Discovery Materials as Confidential Information. The party objecting to confidentiality
6 will notify, in writing, Counsel for the designating party of the objected-to Discovery
7 Materials and the grounds for the objection pursuant to Local Rule 37-1. If the dispute is
8 not resolved consensually between the Parties within ten (10) business days of receipt of
9 such a notice of objections, the Parties shall formulate a written stipulation of the dispute
10 pursuant to Local Rule 37-2 and move the Court for a ruling on the objection. The
11 Discovery Materials at issue will be treated as Confidential Information, as designated by
12 the designating party, until the Court has ruled on the objection or the matter has been
13 otherwise resolved. The designating party shall bear the burden of proof as to the
14 confidentiality of Discovery Materials.

15 15. Absent judicial relief, all Confidential Information will be held in confidence
16 by those inspecting or receiving it, and it will be used only for purposes of this Action.
17 Counsel for each party, and each person receiving Confidential Information, will take
18 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
19 information. If Confidential Information is disclosed to any person other than a person
20 authorized by this Protective Order, the party responsible for the unauthorized disclosure
21 must immediately bring all pertinent facts relating to the unauthorized disclosure to the
22 attention of the other parties and, without prejudice to any rights and remedies of the
23 other parties, make every effort to prevent further disclosure by the party and by the
24 person(s) receiving the unauthorized disclosure.

25 16. No party will be responsible to another party for disclosure of Confidential
26 Information under this Protective Order if the information in question is not labeled or
27 otherwise identified as such in accordance with this Protective Order.

28 17. If a party, through inadvertence, produces any Discovery Materials

1 containing Confidential Information without labeling or marking or otherwise
2 designating them as such in accordance with this Protective Order, the designating party
3 may give written notice to the receiving party that the Discovery Materials are deemed
4 Confidential Information, and that the Discovery Materials should be treated as such in
5 accordance with this Protective Order. The receiving party must treat the Discovery
6 Materials as confidential, once the designating party so notifies the receiving party. If the
7 receiving party has disclosed the Discovery Materials before receiving the designation,
8 the receiving party must notify the designating party in writing of each such disclosure.
9 Counsel for the Parties will agree on a mutually acceptable manner of labeling or
10 marking the inadvertently produced Discovery Materials "CONFIDENTIAL."

11 18. Nothing herein will prejudice the right of any party to object to the
12 production of any Discovery Materials on the grounds that the materials are protected as
13 privileged or as attorney work product.

14 19. Nothing in this Protective Order will bar Counsel from rendering advice to
15 their client(s) and, in the course thereof, relying on any Discovery Materials designated
16 as Confidential Information, provided that the contents of the materials are not disclosed.

17 20. This Protective Order will be without prejudice to the right of any party to
18 oppose production of any Discovery Materials for lack of relevance or any other ground
19 other than the mere presence of Confidential Information. The existence of this
20 Protective Order will not be used by either party as a basis for discovery that is otherwise
21 improper under the Federal Rules of Civil Procedure.

22 21. Nothing herein will be construed to prevent disclosure of Confidential
23 Information if such disclosure is required by law or by order of the Court.

24 22. Upon final termination of this Action, including any and all appeals, Counsel
25 for each party will, upon request of the producing party, return all Confidential
26 Information to the party that produced the information, including any copies, excerpts,
27 and summaries thereof, or will destroy same at the option of the receiving party, and will
28 purge all such information from all machine-readable media on which it resides.

1 Notwithstanding the foregoing, Counsel for each party may retain all pleadings, briefs,
2 memoranda, motions, and other documents filed with the Court that refer to or
3 incorporate Confidential Information, and will continue to be bound by this Protective
4 Order with respect to all such retained information. Further, attorney work product that
5 contains Confidential Information need not be destroyed, but, if it is not destroyed, the
6 person in possession of the attorney work product will continue to be bound by this
7 Protective Order with respect to all such retained information.

8 23. The restrictions and obligations set forth herein will not apply to any
9 Discovery Materials that:

- 10 a. the Parties agree should not be designated Confidential Information;
- 11 b. the Parties agree, or the Court rules, already are within public
12 knowledge other than as a result of disclosure by the receiving party,
13 its employees, or its agents in violation of this Protective Order; or
- 14 c. have come or will come into the receiving party's legitimate
15 knowledge independently of the production by the designating party.
16 Prior knowledge must be established by pre-production
17 documentation.

18 24. The restrictions and obligations herein will not be deemed to prohibit
19 discussions of any Confidential Information with anyone if that person already has or
20 obtains legitimate possession thereof.

21 25. The Court and its personnel shall be exempt from any liability arising from
22 this Protective Order.

23 26. Transmission by facsimile or email is acceptable for all notification purposes
24 in this Protective Order.

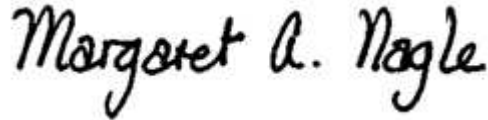
25 27. This Protective Order may be modified by agreement of the Parties, subject
26 to approval by the Court.

27 28. The Court may modify the terms and conditions of this Protective Order for
28 good cause, or in the interest of justice, or on its own order at any time in the proceedings

1 in this Action. The Parties **have expressed their** preference that the Court provide them
2 with notice of the Court's intent to modify this Protective Order and the content of those
3 modifications, prior to entry of such an order.

4 **IT IS SO ORDERED.**

5 Dated: June 10, 2014



7 MARGARET A. NAGLE
8 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FATIMA GASIO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TARGET CORPORATION; and
DOES 1 through 10, inclusive,

Defendants.

No. 2:14-CV-2214-DMG-MAN

**JOINT STIPULATION FOR
PROTECTIVE ORDER**

Fed. R. Civ. P. 26(c)

Courtroom: 7, 312 N. Spring St.,
Los Angeles

Judge: Hon. Dolly M. Gee

1 I, _____, declare that:

2 1. I am employed as _____
3 by _____.

4 2. I have read the Protective Order entered in *Gasio v. Target Corporation*,
5 United States District Court, Central District of California Case No. 2:14-CV-2214-
6 DMG-MAN, and I have received a copy of the Protective Order.

7 3. I promise that I will use any and all Confidential Information, as defined in
8 the Protective Order, given to me only in a manner authorized by the Protective Order,
9 and only to assist Counsel in the litigation of this matter.

10 4. I promise that I will not disclose or discuss such Confidential Information
11 with anyone other than the persons described in paragraph 11 of the Protective Order.

12 5. I acknowledge that, by signing this agreement, I am subjecting myself to the
13 jurisdiction of the U.S. District Court for the Central District of California with respect to
14 enforcement of the Protective Order.

15 6. I understand that any disclosure or use of Confidential Information in any
16 manner contrary to the provisions of the Protective Order may subject me to sanctions for
17 contempt of court.

18 I declare under penalty of perjury under the laws of the United States of America
19 and the State of California that the foregoing is true and correct.

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21 Dated: _____.

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