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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BLANCA PEREZ
Plaintiff,
v.
TARGET CORPORATION; and DOES
1 through 60, Inclusive,
Defendant.

USDC CASE NO.:2:15-CV-03364-AJW

Case No. BC576918

**ORDER RE STIPULATED
PROTECTIVE ORDER**

Action Filed: February 27, 2015

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

1. This Order is meant to encompass all forms of disclosure which may contain Confidential Material, including all documents, pleadings, motions, exhibits, declarations, affidavits, deposition transcripts, inspection reports, and all other tangible items (electronic media, photographs, videocassettes, etc.) For

Marion S. Ryan
Esq., Plaintiff, et al.

1 purposes of this Stipulated Protective Order Confidential Material is specifically
2 defined as follows:

- 3 a. *Team Member Handbook eff. February 2011 (Hourly);*
- 4 b. *Team Member Orientation DVD, eff. July 2011;*
- 5 c. *Floor Brand Maintenance Walk Reference Guide eff. 02/2009;*
- 6 d. *Basic Safeness Guest Sales Floor Guide – Trainer & Employee,*
7 *eff. June 2010 to Present; and*
- 8 e. *Basic Safeness Spill Clean Up Procedures, eff. March 2012 to*
9 *Present.*

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

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

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

25 5. Only counsel of record in this Lawsuit shall be permitted to disseminate
26 Confidential Material. Upon dissemination of any Confidential Material, each non-
27 designating counsel of record in this Lawsuit shall maintain a written record as to:
28 (1) the identity of any person given Confidential Material, and (2) the identity of the

Blair, Koenig, Koenig, P.C.

1 Confidential Material so disseminated (such as by "Bates stamp" number). Such
2 record shall be made available to the designating party upon request.

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

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

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

25 9. With respect to any communications to the Court, including any
26 pleadings, motions or other papers, all documents containing Confidential Material
27 shall be communicated to the Court in a sealed envelope or other appropriate sealed
28 container on which shall be written the caption of this Lawsuit, an indication of the

1 nature of the contents of the sealed envelope or container, and the words
2 "CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER." All
3 communications shall indicate clearly which portions are designated to be
4 "Confidential." Any communications containing Confidential Material shall be
5 returned to the submitting party upon termination of this Lawsuit (whether by
6 dismissal or final judgment.)

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

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

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

1 whether it is properly designated shall be treated as designated in accordance with
2 the provisions of this Order until the Court issues a ruling.

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

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

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

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

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