

IT IS SO ORDERED.
 DATED: 10/29/15
Alicia G. Rosenberg
 UNITED STATES MAGISTRATE JUDGE

1 SNELL & WILMER L.L.P.
 Glenn Trost (Cal. Bar No. 116203)
 2 gtrost@swlaw.com
 Marjorie Witter Norman (Cal. Bar No. 250061)
 3 mnorman@swlaw.com
 350 South Grand Avenue
 4 Suite 2600
 Two California Plaza
 5 Los Angeles, California 90071
 Telephone: 213.929.2500
 6 Facsimile: 213.929.2525

7 Attorneys for Defendant
 Target Corporation
 8

NOTE CHANGES MADE BY THE COURT

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA
 11 WESTERN DIVISION

13 CHRISTOPHER GORDON,
 14 Plaintiff,
 15 v.
 16 TARGET CORPORATION, et al.,
 17 Defendants.

Case No. 2:15-cv-03597-~~AB~~-AGR
STIPULATION FOR PROTECTIVE ORDER
 Judge: Hon. Andre Birotte Jr.
 Courtroom: 4

19 Disclosure and discovery activity in *Christopher Gordon v. Target*
 20 *Corporation*, 2:15-cv-03597-AB-AGR) is likely to involve production of
 21 confidential, proprietary, trade secret, or private information for which special
 22 protection from public disclosure and from use for any purpose other than this
 23 litigation may be warranted. The parties agree that, in light of the foregoing, good
 24 cause exists for the issuance of a protective order pursuant to Fed. R. Civ. P. 26(c).
 25 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 26 following Stipulated Protective Order. The parties acknowledge that this Order
 27 does not confer blanket protections on all disclosures or responses to discovery and
 28 that the protection it affords from public disclosure and use extends only to the

4637205.1

STIPULATION FOR PROTECTIVE ORDER

22665291

1 limited information or items that are entitled to confidential treatment under the
2 applicable legal principles. The parties to the Gordon Case further acknowledge, as
3 set forth below, that this Stipulated Protective Order does not entitle them to file
4 confidential information under seal; Local Rule 79-5 sets forth the procedures that
5 must be followed and the standards that will be applied when a party seeks
6 permission from the court to file material under seal.

7 Any person subject to this Order -- including without limitation the parties to
8 the above-titled action ("this action"), their representatives, agents, experts and
9 consultants and all persons acting in concert or participation with them, and all
10 other persons with actual or constructive notice of this Order -- shall adhere to the
11 following terms:

12 1. Any person subject to this Order who receives any "Discovery
13 Material" (i.e., information of any kind provided in the course of discovery) that is
14 designated as "Confidential" or "Highly Confidential" pursuant to the terms of this
15 Order shall not disclose such Confidential or Highly Confidential Discovery
16 Material to anyone else except as expressly permitted hereunder.

17 2. The entity producing any given Discovery Material ("Designating
18 Entity") may designate as Confidential only such portion of such material as
19 consists of non-public information that the Designating Entity, in the ordinary
20 course of business, would not disclose to the public or to its competitors, including
21 but not limited to:

22 a. non-public financial information (including without limitation
23 revenues, margins, costs, profitability reports or estimates, percentage fees, design
24 fees, royalty rates, minimum guarantee payments, sales reports and sale margins);

25 b. non-public material relating to ownership or control of any
26 company;

27 c. non-public business plans, product development information, or
28 marketing plans;

- 1 d. any information of a personal or intimate nature regarding any
2 individual;
- 3 e. non-public research and development information;
- 4 f. confidential, proprietary, and/or trade secret information; or
- 5 g. any other category of information hereinafter given confidential
6 status by the Court.

7 3. The Designating Entity may designate as Highly Confidential only
8 such Confidential Discovery Material as consists of information that derives
9 independent economic value, actual or potential, from not being generally known or
10 readily ascertainable by other persons or entities who might obtain an economic
11 value from its disclosure or use, including, but not limited to, trade secrets, non-
12 public business, financial or technical information, non-public research and
13 development information, business plans relating to future or proposed operations,
14 product development information, and marketing plans. The parties are hereby
15 ordered to only identify information that they in good faith believe properly fits
16 within the definition of "Highly Confidential".

17 4. All "Confidential" and "Highly Confidential" Discovery Material
18 produced in the course of this action shall be used by the party or parties to whom
19 the information is produced solely for the purposes of this action and any appeal
20 from an order or judgment entered in this action, and shall not be used for any other
21 purpose.

22 5. The Designating Entity shall designate appropriate Discovery Material
23 as "Confidential" or "Highly Confidential" by stamping or otherwise clearly
24 marking and/or otherwise clearly designating such material as "Confidential" or
25 "Highly Confidential". With respect to Discovery Material that is contained in a
26 medium that preserves data in an electronic format such as a hard drive, CD or
27 DVD, the Designating Entity may designate such material as "Confidential" or
28 "Highly Confidential" by clearly marking as "Confidential" or "Highly

1 Confidential” either the entire medium, or as may be reasonable each page, of the
2 Discovery Material to which the Designating Entity wishes such designation to
3 apply.

4 6. With respect to testimony given in deposition or in other pretrial or
5 ~~trial proceedings~~, the Designating Entity may identify on the record all protected
6 testimony and specify the level of protection being asserted. When it is impractical
7 to identify separately each portion of testimony that is entitled to protection and it
8 appears that substantial portions of the testimony may qualify for protection, the
9 Designating Entity may invoke on the record that the entire transcript shall be
10 treated under an appropriate designation. The Designating Entity shall have 21
11 days after the receipt of the transcript to designate those portions of the transcript
12 that it wishes to designated under categories set forth in this Order. Alternatively, a
13 Designating Entity may specify, at the deposition or up to 21 days afterwards if that
14 period is properly invoked, that the entire transcript shall be treated as “Confidential
15 Information Governed by Protective Order” or “Highly Confidential Governed by
16 Protective Order” as appropriate. Any other party or third-party that has provided
17 corresponding testimony may object to such designations, in writing or on the
18 record. Upon such objection, the procedures described in paragraph 12 below shall
19 be followed. After any designation made according to the procedures set forth in
20 this paragraph, the designated documents or information shall be treated according
21 to the designation until the matter is resolved. Any party may make any Discovery
22 Material available for inspection prior to marking, and failure to mark such
23 Discovery Material prior to inspection shall not prejudice such party’s right to
24 designate such Discovery Confidential or Highly Confidential subsequent to the
25 inspection and prior to producing such materials to any other party.

26 7. Except with prior written consent of the Designating Entity producing
27 the Discovery Material, or upon an order of the Court obtained upon notice to all
28 parties and affected persons, no person subject to this Order other than the

4637205.1

1 Designating Entity shall disclose any of the Discovery Material designated as
2 “Confidential” or “Highly Confidential” to any person except to:
3 a. the Court (including clerks and other Court personnel);
4 b. only with respect to Confidential Discovery Material, employees
5 of each party who have a need to know such information, are potential witnesses
6 and/or are assisting such party in the conduct of this action, provided each such
7 person has first executed the Acknowledgement of Non-Disclosure Under
8 Protective Order in the form attached as Exhibit A hereto (excluding in-house
9 counsel);
10 c. outside counsel who have been retained specifically for this
11 action, including any paralegal, contract attorney, clerical and/or administrative
12 assistant or staff-member employed or engaged by such counsel;
13 d. as to any document, its author, its addressee, and any other
14 person indicated on the face of the document as having received a copy, provided
15 each such person has first executed the Acknowledgement of Non-Disclosure
16 Under Protective Order in the form attached as Exhibit A hereto;
17 e. any person (not including any current or former employee of a
18 party) retained by a party to serve as an expert witness or otherwise provide
19 specialized advice or assistance to counsel in connection with this action (including
20 translators, non-testifying experts, accountants, litigation support contractors and
21 forensic analysts or consultants), provided such person shall personally and on
22 behalf of his or her employees execute a copy of the Acknowledgement of Non-
23 Disclosure Under Protective Order in the form attached as Exhibit A hereto before
24 being shown or given any Confidential or Highly Confidential Discovery Material,
25 and provided that the party shall give notice to all other parties in the lawsuit and
26 any Designating Party, before disclosing any Confidential or Highly Confidential
27 Discovery Material to that individual. Notice under this subparagraph shall consist
28 of a written identification of the individual that is proposed to receive the

1 Confidential or Highly Confidential Discovery Material. Any objection shall be
2 made within ten (10) business days of the notice, and shall be accompanied by a
3 reasonably detailed explanation of the basis of the objection. Within five (5)
4 business days of receiving the objection, the party who wishes to disclose the
5 confidential information to the individual shall provide a reasonably detailed
6 response. The parties and the Designating Party (and any other affected person)
7 shall thereafter promptly meet and confer in good faith in an attempt to resolve the
8 objection. If an agreement is not reached as a result of the meet and confer, the
9 person/party seeking the disclosure shall have the right to move the Court for an
10 order requiring such disclosure. If any such objection(s) are raised, no such
11 Confidential or Highly Confidential Discovery Material shall be disclosed to the
12 proposed witness/expert witness until such objection is lifted and/or the Court
13 orders that any such information be disclosed;

14 f. stenographers and videographers engaged to transcribe and
15 record depositions conducted in this action, provided each such person has first
16 executed the Acknowledgement of Non-Disclosure Under Protective Order in the
17 form attached as Exhibit A hereto; and

18 g. any document duplication, imaging or coding vendor retained by
19 a party to process discovery materials in this case, provided that a representative of
20 that vendor personally and on behalf of the vendor and its employees and agents
21 execute a copy of the provided each such person has first executed the
22 Acknowledgement of Non-Disclosure Under Protective Order in the form attached
23 as Exhibit A hereto before being shown or given any Confidential or Highly
24 Confidential Discovery Material.

25 8. Discovery Material designated as "Confidential" or "Highly
26 Confidential" shall not be given, shown, made available or communicated in any
27 way to any person or entity other than those persons described in this Order, and for
28 the purposes described in this Order.

1 9. Discovery Material designated as "Highly Confidential" shall not be
2 given, shown, made available or communicated in any way to any person or entity
3 other than those persons described in subparagraphs 7(a), 7(c), 7(d), 7(e), 7(f), 7(g)
4 of this Order, and for purposes described in this Order.

AGR

5 10. Prior to any disclosure of any Confidential or Highly Confidential
6 Discovery Material to any person referred to in paragraph 7 above, ^{other than court personnel,} such person
7 shall be provided a copy of this Protective Order and shall sign the
8 Acknowledgement of Non-Disclosure Under Protective Order in the form attached
9 as Exhibit A hereto stating that that person has read this Order and agrees to be
10 bound by its terms. Said counsel shall retain each signed nondisclosure agreement
11 and produce it to opposing counsel either prior to such person being permitted to
12 testify (at deposition or trial) or at the conclusion of the case, whichever comes
13 first. This paragraph is not intended to alter the procedures set forth in
14 subparagraph 7(e) above.

15 11. If at any time prior to the trial of this action, a party or person realizes
16 that some portion(s) of Discovery Material was produced without a confidentiality
17 designation when that material is entitled to be designated as Confidential or Highly
18 Confidential by that party or person, that party or person may so designate the
19 Discovery Material by apprising all parties in writing of the new designation, and
20 such designated portion(s) of the Discovery Material will thereafter be treated as
21 Confidential or Highly Confidential as appropriate, under the terms of this Order.
22 Once a party receives notice of the claimed re-designation under this paragraph,
23 that party shall make reasonable efforts to minimize the effect of any prior
24 distribution of the materials to persons not entitled to receive such re-designated
25 materials in accordance with paragraphs 7, 9, and 10. These efforts shall include
26 obtaining all copies of the materials which, prior to the re-designation, had been
27 distributed to persons no longer entitled to receive such materials.

28

1 12. If a party contends that any material is not entitled to confidential
2 treatment, or wishes material originally designated as Highly Confidential to be re-
3 designated as Confidential, or seeks limited disclosure of otherwise protected
4 material, or otherwise desires some relief from the obligations imposed by this
5 Order, such party may at any time give written notice to the opposing party and any
6 person who designated any affected Discovery Material. The written notice shall
7 provide a reasonably specific description of the nature of relief sought and the basis
8 for the request. The parties and any affected person shall thereafter promptly meet
9 in good faith to resolve the request, and in no event more than ten (10) days
10 following the written notice (unless otherwise agreed upon among the parties). If
11 agreement is not reached within seven (7) days from the date such meet and confer,
12 the party seeking relief may move the Court for an order re-designating the
13 material, or permitting limited disclosure of otherwise protected material, or
14 providing the desired relief from this Order. The party or person seeking to
15 maintain the protected status of the affected material shall have the burden of
16 establishing that the material is entitled to protection.

17 13. Notwithstanding any challenge pursuant to paragraph 12 to the
18 designation of material as Confidential or Highly Confidential, all information shall
19 be treated in accordance with its designated level of protection until: (a) the party or
20 person claiming confidential status withdraws such designation in writing; (b) the
21 party or person claiming confidential status fails to oppose a motion for an order
22 under paragraph 12; or (c) the Court enters an Order in accordance with paragraph
23 12.

24 14. Any party or person subject to this Order, who intends to file or lodge
25 with the Court (or submit to chambers) any Confidential or Highly Confidential
26 Discovery Material, or any pleading, motion or other papers that disclose such
27 Confidential or Highly Confidential Discovery Material, shall do so in compliance
28 with the rules for filing documents under seal pursuant to Local Rule 79-5. The

4637205.1

1 parties will use reasonable efforts to minimize the amount of material filed, lodged
2 or submitted under seal. The parties understand that designation of documents as
3 Confidential and Highly Confidential does not entitle the parties to have those
4 documents filed under seal. Any application to file documents under seal must
5 comply with Local Rule 79-5 and the parties must make the appropriate showing.

6 15. Each person who has access to Discovery Material that has been
7 designated as Confidential or Highly Confidential ^{other than court personnel,} shall take appropriate precautions
8 to prevent the unauthorized or inadvertent disclosure of such material.

AGR

9 16. The inadvertent production of any attorney-client privilege or the
10 attorney work-product immunity shall be governed by Rule 26(b)(5) of the Federal
11 Rules of Civil Procedure.

12 17. If a Receiving Party is served with a subpoena or a court order that
13 would compel disclosure of any information, documents or things designated in this
14 action as Confidential or Highly Confidential, the Receiving Party must so notify
15 the Designating Party, in writing (by fax and email) promptly and in no event more
16 than ten (10) calendar days after receiving the subpoena or order. Such notification
17 must include a copy of the subpoena or order. The Receiving Party also must
18 promptly inform in writing the party who caused the subpoena or order to issue that
19 some or all the material covered by the subpoena or order is the subject of this
20 Protective Order. The purpose of imposing these duties is to alert the interested
21 parties to the existence of this Protective Order and to afford the Designating Party
22 in this case an opportunity to try to protect its confidentiality interests in the court
23 from which the subpoena or order issued. The Designating Party shall bear the
24 burdens and the expenses of seeking protection in that court of its Designated
25 Material. Nothing in these provisions should be construed as authorizing or
26 encouraging a Receiving Party in this action to disobey a lawful directive from
27 another court.

28

1 18. This Protective Order shall survive the termination of the litigation.
 2 Within 120 days of the final disposition of this action (including any and all
 3 appeals), all Discovery Material designated by any other party or third party as
 4 "Confidential" or "Highly Confidential" and all copies thereof (including any notes,
 5 records, memoranda, summaries, compilations, or other materials incorporating
 6 Confidential or Highly Confidential Discovery Material) other than materials or
 7 information constituting or contained in unsealed pleadings, court filings,
 8 correspondence, and trial and deposition transcripts, shall either be promptly
 9 returned to the producing person, or destroyed within the time period, upon consent
 10 of the party who provided the information, and the party destroying the materials
 11 shall certify in writing within thirty (30) days that the documents have been
 12 destroyed. Notwithstanding the foregoing, counsel of record for the parties may
 13 retain a copy of all such documents for archival purposes in its files.

14 19. ~~This Court shall retain jurisdiction over all persons subject to this~~
 15 ~~Order to the extent necessary to enforce any obligations arising hereunder or to~~
 16 ~~impose sanctions for any contempt thereof.~~

AGP

IT IS SO STIPULATED.

19 DATED: October 27, 2015

SJS Counsel, APC

/s/ Samuel J. Smith

Samuel J. Smith
 Attorneys for Christopher Gordon

24 DATED: October 27, 2015

SNELL & WILMER LLP

/s/Marjorie Witter Norman

Glenn Trost
 Marjorie Witter Norman
 Attorneys for Target Corporation

1 I hereby attest pursuant to Civil L.R. 5-4.3.4(a)(2) that all other signatories
2 listed, and on whose behalf the filing is submitted, concur in the filing's content and
3 have authorized the filing.

4 DATED: October 27, 2015

SNELL & WILMER LLP

5

6

/s/Marjorie Witter Norman

7

Glenn Trost

8

Marjorie Witter Norman

9

Attorneys for G&G Outfitters, Inc.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CHRISTOPHER GORDON,
Plaintiff,
v.
TARGET CORPORATION, et al.,
Defendants.

Case No. 2:15-cv-03597-AB-AGR

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Andre Birotte Jr.
Courtroom: 4

I, _____, acknowledge that I have read and understand the Protective Order in this action governing the non-disclosure of those portions of Discovery Material that have been designated as Confidential or Highly Confidential. I agree that I will abide by the terms of the Protective Order and will not disclose such Confidential or Highly Confidential Discovery Material to anyone other than for purposes of this litigation, and I agree that at the conclusion of the litigation, I will promptly return all discovery information to the party or attorney from whom I received it.

By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the United States District Court for the Central District of California for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order could subject me to punishment for contempt of Court.

Date: _____

Printed Name