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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant TARGET CORPORATION

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

11 DONNA FONSECA,
12 Plaintiff,

Case No. 2:17-cv-0443 AB (JPRx)
Hon. Andre Birotte, Jr.
Magistrate: Jean P. Rosenbluth

13 v.

14 TARGET CORPORATION; and/or
DOES 1 to 50, inclusive,
15 Defendants.

STIPULATED PROTECTIVE ORDER

16 _____/

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

- 24 1. This Order is meant to encompass all forms of pretrial disclosure
25 which may contain Confidential Material, including any document, pleading,
26 motion, exhibit, declaration, affidavit, deposition transcript, inspection and all
27 other tangible items (electronic media, photographs, videocassettes, etc.).

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1 2. The parties may designate any Confidential Material produced or filed
2 in this Lawsuit as confidential and subject to the terms of this Order by marking
3 such materials “Confidential”. If any material has multiple pages, this designation
4 need only be placed on the first page of such material and on each page containing
5 confidential material. Any material designated as “Confidential” shall not be
6 disclosed to any person or entity, except to the parties, counsel in this Lawsuit, and
7 the Court.

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

10 4. Prior to disclosure of any Confidential Material, each person to whom
11 disclosure is to be made shall execute a written “Confidentiality Agreement” (in
12 the form attached hereto as Exhibit 1) consenting to be bound by the terms of this
13 Order. The parties and counsel for the respective parties (including legal assistants
14 and other personnel) are deemed to be bound by this Order and are not required to
15 execute a Confidentiality Agreement. The Court and its personnel are not subject
16 to this requirement.

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

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

27 7. In the event that any question is asked at a deposition that calls for the
28 disclosure of Confidential Material, the witness shall answer such question (unless

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

13 8. If a deponent refuses to execute a Confidentiality Agreement,
14 disclosure of Confidential Material during the deposition shall not constitute a
15 waiver of confidentiality. Under such circumstances, the witness shall be asked to
16 sign the original deposition transcript in the presence of the court reporter and no
17 copy of the transcript or exhibits shall be given to the deponent.

18 9. With respect to any communications to the Court, including any
19 pleadings, motions or other papers, all documents containing Confidential Material
20 shall be communicated to the Court in a sealed envelope or other appropriate
21 sealed container on which shall be written the caption of this Lawsuit, an
22 indication of the nature of the contents of the sealed envelope or container, and the
23 words “CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE
24 ORDER”. All communications shall indicate clearly which portions are
25 designated to be “Confidential”. To the extent any provision of this paragraph
26 conflicts with the Federal Rules of Civil Procedure or the Court’s Local Rules,
27 including Local Rule 79-5, the Federal Rules of Civil Procedure or Local Rules
28 shall be followed.

1 10. If a non-designating party is subpoenaed or ordered to produce
2 Confidential Material by another court or administrative agency, such party shall,
3 unless prohibited by law, promptly notify the designating party of the pending
4 subpoena or order and shall not produce any Confidential Material until the
5 designating party has had reasonable time to object or otherwise take appropriate
6 steps to protect such Confidential Material.

7 11. If a party believes that any Confidential Material does not contain
8 confidential information, it may contest the applicability of this Order to such
9 information by notifying the designating party's counsel in writing and identifying
10 the information contested. Any such objection or motion must be in strict
11 compliance with Local Rule 37. Information that is subject to a dispute as to
12 whether it is properly designated shall be treated as designated in accordance with
13 the provisions of this Order until the Court issues a ruling. To the extent any
14 provision of this paragraph conflicts with the Federal Rules of Civil Procedure or
15 the Court's Local Rules, the Federal Rules of Civil Procedure or the Court's Local
16 Rules shall be followed.

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

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

24 14. When any counsel of record in this Lawsuit or any attorney who has
25 executed a Confidentiality Agreement becomes aware of any violation of this
26 Order, or of facts constituting good cause to believe that a violation of this Order
27 may have occurred, such attorney shall meet and confer with opposing counsel to
28 attempt to resolve the issue and then may report that there may have been a

1 violation of this Order to the Court and all counsel of record in compliance with
2 Local Rule 37.

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

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14 IT IS SO STIPULATED AND AGREED.

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16

17 Dated: September 11, 2017

LAW OFFICES OF MAURO FIORE, JR.

18

/s/ Mauro Fiore, Jr.

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By: Mauro Fiore, Jr.
Attorney for Plaintiff Donna Fonseca

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22 Dated: September 20, 2017

SNYDER LAW, LLP

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/s/ Sean R. Burnett

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By: Sean R. Burnett / Stacey L. Walker
Attorneys for Defendant Target
Corporation

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[PROPOSED] ORDER

Good cause appearing therefor, the foregoing Stipulation Protective Order is declared the Order of the Court.

IT IS SO ORDERED.

Dated: October 11, 2017



Hon. Jean P. Rosenbluth
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 1

Confidentiality Agreement

I hereby attest to the following:

1. It is my understanding that confidential information will be provided to me pursuant to the terms and restrictions of the Protective Order entered in *Donna Fonseca v. Target Corporation*, by the United States District Court, Central District of California ("Court").
2. I have been given a copy of and have read the Protective Order and have had its meaning and effect explained to me by the attorneys providing me with such confidential information, and that I hereby agree to be bound by it.
3. I further agree that I shall not disclose such confidential information to others, except in accordance with the Protective Order.
4. It is my understanding that if I fail to abide by the terms of the Protective Order then I may be subject to sanctions imposed by the Court for such a failure.
5. I hereby consent to the jurisdiction of the Court for purposes of enforcing the Protective Order.

Dated: _____

Signature: _____

Printed Name: _____