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6 Attorneys for Defendant TARGET CORPORATION

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

11 GEORGINA HANNA,  
 12 Plaintiff,  
 13 vs.  
 14 TARGET CORPORATION, a business  
 15 entity, form unknown, and DOES 1 to  
 20, inclusive,  
 16 Defendants.

**Case No.: ED CV 17-0813-TJH-RAOx**  
 Case Assigned to:  
 The Honorable Terry J. Hatter, Jr.,  
 United States District Judge  
 350 W. 1<sup>st</sup> Street, 9<sup>th</sup> Floor, Crtrm. 9B  
 Los Angeles, California 90012

**STIPULATED PROTECTIVE  
 ORDER**

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 constitute or contain trade  
 21 secrets or other confidential research, development, commercial and/or private  
 22 information of the parties (“Confidential Material”), the following procedures shall  
 23 govern and the parties acknowledge that all provisions are subject to the Federal  
 24 Rules of Civil Procedure.

25 1. This Order is meant to encompass all forms of disclosure which may  
 26 contain Confidential Material, including any document, pleading, motion, exhibit,  
 27 declaration, affidavit, deposition transcript, inspection and all other tangible items  
 28 including with limitation reports, electronic media, photographs, videotapes,

1 videocassettes and/or all other items containing confidential and/or private  
2 information.

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

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

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

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

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

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

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

20           9.     With respect to any communications to the Court, including any  
21 pleadings, motions or other papers, all such communications containing  
22 Confidential Material shall be communicated to the Court in a sealed envelope or  
23 other appropriate sealed container on which shall be written the caption of this  
24 Lawsuit, an indication of the nature of the contents of the sealed envelope or  
25 container, and the words "**CONFIDENTIAL INFORMATION SUBJECT TO**  
26 **PROTECTIVE ORDER**". All communications shall indicate clearly which  
27 portions are designated to be "Confidential". Any communications containing  
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1 Confidential Material shall be returned to the submitting party upon termination of  
2 this Lawsuit (whether by dismissal or final judgment).

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

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

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

27 13. Inadvertent failure to designate any material "Confidential" shall not  
28 constitute a waiver of an otherwise valid claim of confidentiality pursuant to this

1 Order, so long as a claim of confidentiality is asserted within fifteen days after  
2 discovery of the inadvertent failure. At such time, arrangements shall be made by  
3 the parties to designate the material "Confidential" in accordance with this Order.

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

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

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

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

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1 **CONFIDENTIALITY AGREEMENT**

2 BEING DULY SWORN, I hereby attest to the following:

3 (1) It is my understanding that confidential information will be provided to  
4 me pursuant to the terms and restrictions of the Protective Order entered in  
5 *Georgina Hanna vs. Target Corporation, et al.*, by the United States District Court,  
6 Case No. ED CV 17-0813-TJH-RAOx ("Court").

7 (2) I have been given a copy of and have read the Protective Order and have  
8 had its meaning and effect explained to me by the attorneys providing me with such  
9 confidential information, and that I hereby understand and agree to be bound by it.

10 (3) I further agree that I shall not disclose such confidential information to  
11 others, except in accordance with the Protective Order.

12 (4) It is my understanding that if I fail to abide by the terms of the Protective  
13 Order then I may be subject to sanctions imposed by the Court for such a failure.

14 (5) I hereby consent to the jurisdiction of the Court for purposes of enforcing  
15 the Protective Order.

16  
17 \_\_\_\_\_

18 Signature

19 \_\_\_\_\_

20 Printed Name

21 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

22 by \_\_\_\_\_ proved to me on the basis of satisfactory

23 evidence to be the person who appeared before me. Witness my hand and official  
24 seal.

25  
26 \_\_\_\_\_

27 Notary Public

28 Dated:

1 **PROOF OF SERVICE**

2  
3 I am a citizen of the United States. My business address is Nicolson Law  
4 Group, PC, 6320 Canoga Avenue, Suite 750, Woodland Hills, California 91367. I  
5 am employed in the County of Los Angeles where this service occurs. I am over the  
6 age of 18 years, and not a party to the within cause.

7 On the date set forth below, according to ordinary business practice, I served  
8 the foregoing document(s) described as:

9 **STIPULATED PROTECTIVE ORDER**

10  (BY CM/ECF) I hereby certify that on this date, I electronically filed  
11 the foregoing with the Clerk of the Court using the CM/ECF system  
12 which will send notification of such filing to the e-mail addresses  
13 denoted on the Electronic Mail notice list, and I hereby certify that I  
14 have mailed the foregoing document or paper via the United States  
15 Postal Service to the non-CM/ECF participants (if any) indicated on  
16 the Manual Notice list.

17  (BY FAX) I transmitted via facsimile, from facsimile number  
18 818.858.1124, the document(s) to the person(s) on the attached  
19 service list at the fax number(s) set forth therein, on this date before  
20 5:00 p.m. A statement that this transmission was reported as complete  
21 and properly issued by the sending fax machine without error is  
22 attached to this Proof of Service.

23  (BY E-MAIL) On this date, I personally transmitted the foregoing  
24 document(s) via electronic mail to the e-mail address(es) of the  
25 person(s) on the attached service list.

26  (BY MAIL) I am readily familiar with my employer's business  
27 practice for collection and processing of correspondence for mailing  
28 with the U.S. Postal Service, and that practice is that correspondence  
is deposited with the U.S. Postal Service the same day as the day of  
collection in the ordinary course of business. On this date, I placed  
the document(s) in envelopes addressed to the person(s) on the  
attached service list and sealed and placed the envelopes for collection  
and mailing following ordinary business practices.

23 Joseph F. Henein, Esq.  
24 Law Office Joseph F. Henein  
25 6528 Greenleaf Ave., Suite 202  
26 Whittier, California 90601  
27 Telephone No: (562) 236-9646  
28 **Attorney for Plaintiff**  
**Georgina Hanna**

23 Steven Ibarra, Esq.  
24 Law Offices of Steven Ibarra  
25 6518 Greenleaf Ave., Suite 28  
26 Whittier, California 90601  
27 Telephone No: (562) 735-0828  
28 Facsimile No: (714) 582-0948  
**Attorney for Plaintiff**  
**Georgina Hanna**



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- (BY PERSONAL SERVICE) On this date, I delivered by hand envelope(s) containing the document(s) to the persons(s) on the attached service list.
- (BY OVERNIGHT DELIVERY) On this date, I placed the documents in envelope(s) addressed to the person(s) on the attached service list, and caused those envelopes to be delivered to an overnight delivery carrier, with delivery fees provided for, for next-business-day delivery to whom it is to be served.
- (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 15, 2017, at Los Angeles, California.

/s/ Rachel Robledo  
Rachel Robledo