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Attorneys for Defendant TARGET CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MAHTAB TAGHIPOURIAN, an
individual,

Plaintiff,

vs.

TARGET CORPORATION, a
Minnesota Corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO. SACV13-01848 AG (JPRx)

STANDING PROTECTIVE ORDER

1. PURPOSE AND LIMITS OF THIS ORDER

Discovery in this action is likely to involve confidential, proprietary, or private information requiring special protection from public disclosure and from use for any purpose other than this litigation. Thus, the Court enters this Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery, and the protection it gives from public disclosure and use extends only to the specific material entitled to confidential treatment under the applicable legal principles. This Order does not automatically authorize the filing under seal of material designated under this Order. Instead, the parties must

1 comply with L.R. 79-5.1 if they seek to file anything under seal. This Order does
2 not govern the use at trial of material designated under this Order.

3 **2. DESIGNATING PROTECTED MATERIAL**

4 **2.1 Over-Designation Prohibited.** Any party or non-party who
5 designates information or items for protection under this Order as
6 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES
7 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” (a “designator”)
8 must only designate specific material that qualifies under the appropriate standards.
9 To the extent practicable, only those parts of documents, items, or oral or written
10 communications that require protection shall be designated. Designations with a
11 higher confidentiality level when a lower level would suffice are prohibited. Mass,
12 indiscriminate, or routinized designations are prohibited. Unjustified designations
13 expose the designator to sanctions, including the Court’s striking all confidentiality
14 designations made by that designator. Designation under this Order is allowed only
15 if the designation is necessary to protect material that, if disclosed to persons not
16 authorized to view it, would cause competitive or other recognized harm. Material
17 may not be designated if it has been made public, or if designation is otherwise
18 unnecessary to protect a secrecy interest. If a designator learns that information or
19 items that it designated for protection do not qualify for protection at all or do not
20 qualify for the level of protection initially asserted, that designator must promptly
21 notify all parties that it is withdrawing the mistaken designation.

22 **2.2 Manner and Timing of Designations.** Designation under this Order
23 requires the designator to affix the applicable legend (“CONFIDENTIAL,”
24 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,” or “HIGHLY
25 CONFIDENTIAL – SOURCE CODE”) to each page that contains protected
26 material. For testimony given in deposition or other proceeding, the designator
27 shall specify all protected testimony and the level of protection being asserted. It
28 may make that designation during the deposition or proceeding, or may invoke, on

1 the record or by written notice to all parties on or before the next business day, a
2 right to have up to 21 days from the deposition or proceeding to make its
3 designation.

4 **2.2.1** A party or non-party that makes original documents or
5 materials available for inspection need not designate them for protection
6 until after the inspecting party has identified which material it would like
7 copied and produced. During the inspection and before the designation, all
8 material shall be treated as **HIGHLY CONFIDENTIAL – ATTORNEY**
9 **EYES ONLY**. After the inspecting party has identified the documents it
10 wants copied and produced, the producing party must designate the
11 documents, or portions thereof, that qualify for protection under this Order.

12 **2.2.2** Parties shall give advance notice if they expect a deposition or
13 other proceeding to include designated material so that the other parties can
14 ensure that only authorized individuals are present at those proceedings
15 when such material is disclosed or used. The use of a document as an exhibit
16 at a deposition shall not in any way affect its designation. Transcripts
17 containing designated material shall have a legend on the title page noting
18 the presence of designated material, and the title page shall be followed by a
19 list of all pages (including line numbers as appropriate) that have been
20 designated, and the level of protection being asserted. The designator shall
21 inform the court reporter of these requirements. Any transcript that is
22 prepared before the expiration of the 21-day period for designation shall be
23 treated during that period as if it had been designated **HIGHLY**
24 **CONFIDENTIAL – ATTORNEY EYES ONLY** unless otherwise agreed.
25 After the expiration of the 21-day period, the transcript shall be treated only
26 as actually designated.

27 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to
28 designate does not, standing alone, waive protection under this Order. Upon timely

1 assertion or correction of a designation, all recipients must make reasonable efforts
2 to ensure that the material is treated according to this Order.

3 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 All challenges to confidentiality designations shall proceed under L.R. 37-1
5 through L.R. 37-4.

6 **4. ACCESS TO DESIGNATED MATERIAL**

7 **4.1 Basic Principles.** A receiving party may use designated material only
8 for this litigation. Designated material may be disclosed only to the categories of
9 persons and under the conditions described in this Order.

10 **4.2 Disclosure of CONFIDENTIAL Material Without Further**
11 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the
12 designator, a receiving party may disclose any material designated
13 CONFIDENTIAL only to:

14 **4.2.1** The receiving party's outside counsel of record in this action
15 and employees of outside counsel of record to whom disclosure is
16 reasonably necessary;

17 **4.2.2** The officers, directors, and employees of the receiving party to
18 whom disclosure is reasonably necessary, and who have signed the
19 Agreement to Be Bound (Exhibit A);

20 **4.2.3** Experts retained by the receiving party's outside counsel of
21 record to whom disclosure is reasonably necessary, and who have signed the
22 Agreement to Be Bound (Exhibit A);

23 **4.2.4** The Court and its personnel;

24 **4.2.5** Outside court reporters and their staff, professional jury or trial
25 consultants, and professional vendors to whom disclosure is reasonably
26 necessary, and who have signed the Agreement to Be Bound (Exhibit A);
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1 **4.2.6** During their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary and who have signed the Agreement to
3 Be Bound (Exhibit A); and

4 **4.2.7** The author or recipient of a document containing the material,
5 or a custodian or other person who otherwise possessed or knew the
6 information.

7 **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES**
8 **ONLY and HIGHLY CONFIDENTIAL – SOURCE CODE Material**
9 **Without Further Approval.** Unless permitted in writing by the designator, a
10 receiving party may disclose material designated HIGHLY CONFIDENTIAL –
11 ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE
12 without further approval only to:

13 **4.3.1** The receiving party’s outside counsel of record in this action
14 and employees of outside counsel of record to whom it is reasonably
15 necessary to disclose the information;

16 **4.3.2** The Court and its personnel;

17 **4.3.3** Outside court reporters and their staff, professional jury or trial
18 consultants, and professional vendors to whom disclosure is reasonably
19 necessary, and who have signed the Agreement to Be Bound (Exhibit A);
20 and

21 **4.3.4** The author or recipient of a document containing the material, or
22 a custodian or other person who otherwise possessed or knew the
23 information.

24 **4.4 Procedures for Approving or Objecting to Disclosure of HIGHLY**
25 **CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY**
26 **CONFIDENTIAL – SOURCE CODE Material to In-House Counsel or**
27 **Experts.** Unless agreed to in writing by the designator:
28

1 **4.4.1** A party seeking to disclose to in-house counsel any material
2 designated **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** must
3 first make a written request to the designator providing the full name of the
4 in-house counsel, the city and state of such counsel’s residence, and such
5 counsel’s current and reasonably foreseeable future primary job duties and
6 responsibilities in sufficient detail to determine present or potential
7 involvement in any competitive decision-making. In-house counsel are not
8 authorized to receive material designated **HIGHLY CONFIDENTIAL –**
9 **SOURCE CODE**.

10 **4.4.2** A party seeking to disclose to an expert retained by outside
11 counsel of record any information or item that has been designated
12 **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** or **HIGHLY**
13 **CONFIDENTIAL – SOURCE CODE** must first make a written request to
14 the designator that (1) identifies the general categories of **HIGHLY**
15 **CONFIDENTIAL – ATTORNEY EYES ONLY** or **HIGHLY**
16 **CONFIDENTIAL – SOURCE CODE** information that the receiving party
17 seeks permission to disclose to the expert, (2) sets forth the full name of the
18 expert and the city and state of his or her primary residence, (3) attaches a
19 copy of the expert’s current resume, (4) identifies the expert’s current
20 employer(s), (5) identifies each person or entity from whom the expert has
21 received compensation or funding for work in his or her areas of expertise
22 (including in connection with litigation) in the past five years, and (6)
23 identifies (by name and number of the case, filing date, and location of
24 court) any litigation where the expert has offered expert testimony,
25 including by declaration, report, or testimony at deposition or trial, in the
26 past five years. If the expert believes any of this information at (4) - (6) is
27 subject to a confidentiality obligation to a third party, then the expert should
28 provide whatever information the expert believes can be disclosed without

1 violating any confidentiality agreements, and the party seeking to disclose
2 the information to the expert shall be available to meet and confer with the
3 designator regarding any such confidentiality obligations.

4 **4.4.3** A party that makes a request and provides the information
5 specified in paragraphs 4.4.1 or 4.4.2 may disclose the designated material to
6 the identified in-house counsel or expert unless, within seven days of
7 delivering the request, the party receives a written objection from the
8 designator providing detailed grounds for the objection.

9 **4.4.4** All challenges to objections from the designator shall proceed
10 under L.R. 37-1 through L.R. 37-4.

11 **5. SOURCE CODE**

12 **5.1 Designation of Source Code.** If production of source code is
13 necessary, a party may designate it as HIGHLY CONFIDENTIAL – SOURCE
14 CODE if it is, or includes, confidential, proprietary, or trade secret source code.

15 **5.2 Location and Supervision of Inspection.** Any HIGHLY
16 CONFIDENTIAL – SOURCE CODE produced in discovery shall be made
17 available for inspection, in a format allowing it to be reasonably reviewed and
18 searched, during normal business hours or at other mutually agreeable times, at an
19 office of the designating party's counsel or another mutually agreeable location.
20 The source code shall be made available for inspection on a secured computer in a
21 secured room, and the inspecting party shall not copy, remove, or otherwise
22 transfer any portion of the source code onto any recordable media or recordable
23 device. The designator may visually monitor the activities of the inspecting party's
24 representatives during any source code review, but only to ensure that there is no
25 unauthorized recording, copying, or transmission of the source code.

26 **5.3 Paper Copies of Source Code Excerpts.** The inspecting party may
27 request paper copies of limited portions of source code that are reasonably
28 necessary for the preparation of court filings, pleadings, expert reports, other

1 papers, or for deposition or trial. The designator shall provide all such source code
2 in paper form, including Bates numbers and the label “HIGHLY CONFIDENTIAL
3 – SOURCE CODE.”

4 **5.4 Access Record.** The inspecting party shall maintain a record of any
5 individual who has inspected any portion of the source code in electronic or paper
6 form, and shall maintain all paper copies of any printed portions of the source code
7 in a secured, locked area. The inspecting party shall not convert any of the
8 information contained in the paper copies into any electronic format other than for
9 the preparation of a pleading, exhibit, expert report, discovery document,
10 deposition transcript, or other Court document. Any paper copies used during a
11 deposition shall be retrieved at the end of each day and must not be left with a
12 court reporter or any other unauthorized individual.

13 **6. PROSECUTION BAR**

14 Absent written consent from the designator, any individual who receives
15 access to HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY
16 CONFIDENTIAL – SOURCE CODE information shall not be involved in the
17 prosecution of patents or patent applications concerning the field of the invention
18 of the patents-in-suit for the receiving party or its acquirer, successor, predecessor,
19 or other affiliate during the pendency of this action and for one year after its
20 conclusion, including any appeals. “Prosecution” means drafting, amending,
21 advising on the content of, or otherwise affecting the scope or content of patent
22 claims or specifications. These prohibitions shall not preclude counsel from
23 participating in reexamination or *inter partes* review proceedings to challenge or
24 defend the validity of any patent, but counsel may not participate in the drafting of
25 amended claims in any such proceedings.

26 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
27 **PRODUCED IN OTHER LITIGATION**
28

1 **7.1 Subpoenas and Court Orders.** This Order in no way excuses non-
2 compliance with a lawful subpoena or court order. The purpose of the duties
3 described in this section is to alert the interested parties to the existence of this
4 Order and to give the designator an opportunity to protect its confidentiality
5 interests in the court where the subpoena or order issued.

6 **7.2 Notification Requirement.** If a party is served with a subpoena or a
7 court order issued in other litigation that compels disclosure of any information or
8 items designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL
9 – ATTORNEY EYES ONLY, or HIGHLY CONFIDENTIAL – SOURCE CODE,
10 that party must:

11 **7.2.1** Promptly notify the designator in writing. Such notification
12 shall include a copy of the subpoena or court order;

13 **7.2.2** Promptly notify in writing the party who caused the subpoena
14 or order to issue in the other litigation that some or all of the material
15 covered by the subpoena or order is subject to this Order. Such notification
16 shall include a copy of this Order; and

17 **7.2.3** Cooperate with all reasonable procedures sought by the
18 designator whose material may be affected.

19 **7.3 Wait For Resolution of Protective Order.** If the designator timely
20 seeks a protective order, the party served with the subpoena or court order shall not
21 produce any information designated in this action as CONFIDENTIAL, HIGHLY
22 CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL –
23 SOURCE CODE before a determination by the court where the subpoena or order
24 issued, unless the party has obtained the designator’s permission. The designator
25 shall bear the burden and expense of seeking protection of its confidential material
26 in that court.

27 **8. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**
28

1 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
2 designated material to any person or in any circumstance not authorized under this
3 Order, it must immediately (1) notify in writing the designator of the unauthorized
4 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
5 designated material, (3) inform the person or persons to whom unauthorized
6 disclosures were made of all the terms of this Order, and (4) use reasonable efforts
7 to have such person or persons execute the Agreement to Be Bound (Exhibit A).

8 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR**
9 **OTHERWISE PROTECTED MATERIAL**

10 When a producing party gives notice that certain inadvertently produced
11 material is subject to a claim of privilege or other protection, the obligations of the
12 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
13 This provision is not intended to modify whatever procedure may be established in
14 an e-discovery order that provides for production without prior privilege review
15 pursuant to Federal Rule of Evidence 502(d) and (e).

16 **10. FILING UNDER SEAL**

17 Without written permission from the designator or a Court order, a party
18 may not file in the public record in this action any designated material. A party
19 seeking to file under seal any designated material must comply with L.R. 79-5.1.
20 Filings may be made under seal only pursuant to a court order authorizing the
21 sealing of the specific material at issue. The fact that a document has been
22 designated under this Order is insufficient to justify filing under seal. Instead,
23 parties must explain the basis for confidentiality of each document sought to be
24 filed under seal. Because a party other than the designator will often be seeking to
25 file designated material, cooperation between the parties in preparing, and in
26 reducing the number and extent of, requests for under seal filing is essential. If a
27 receiving party's request to file designated material under seal pursuant to L.R. 79-
28 5.1 is denied by the Court, then the receiving party may file the material in the

1 public record unless (1) the designator seeks reconsideration within four days of
2 the denial, or (2) as otherwise instructed by the Court.

3 **11. FINAL DISPOSITION**

4 Within 60 days after the final disposition of this action, each party shall
5 return all designated material to the designator or destroy such material, including
6 all copies, abstracts, compilations, summaries, and any other format reproducing
7 or capturing any designated material. The receiving party must submit a written
8 certification to the designator by the 60-day deadline that (1) identifies (by
9 category, where appropriate) all the designated material that was returned or
10 destroyed, and (2) affirms that the receiving party has not retained any copies,
11 abstracts, compilations, summaries, or any other format reproducing or capturing
12 any of the designated material. This provision shall not prevent counsel from
13 retaining an archival copy of all pleadings, motion papers, trial, deposition, and
14 hearing transcripts, legal memoranda, correspondence, deposition and trial
15 exhibits, expert reports, attorney work product, and consultant and expert work
16 product, even if such materials contain designated material. Any such archival
17 copies remain subject to this Order.

18 IT IS SO ORDERED.

19 DATED: January 29, 2015



Magistrate Judge

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EXHIBIT A

AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Protective Order that was issued
by the United States District Court for the Central District of California on
_____ [date] in the case of *MAHTAB TAGHIPOURIAN v. TARGET STORES, et*
al., by the United States District Court of California, Central District, Case No.
SACV13-01848 AG (JPRx). I agree to comply with and to be bound by all the
terms of this Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment for contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Protective Order to any person or entity except in strict compliance
with this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing this Order,
even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

1 **PROOF OF SERVICE**
2 **FRCP 5**

3 **State of California**)
4) ss.
5 **County of Orange**)

6 I, XXX, the undersigned, am over the age of 18 years and not a party to this
7 action. I am employed with the law firm of Trachtman & Trachtman, whose
8 address is 23046 Avenida De La Carlota, Suite 300, Laguna Hills, California
9 92653.

10 On XXX, 2014, I served the interested parties in this action with the
11 following documents:

12 **XXX**

13 as follows:

<p>14 <u>[X] BY ELECTRONIC TRANSMISSION:</u></p>	<p>Sean Sasan Vahdat, Esq. sean@vahdatlaw.com</p> <p>Evan L. Ginsburg, Esq. Elg440@aol.com</p>
<p>15 I caused such document to be electronically transmitted via United States 16 District Court, Central District of California, which is then printed and 17 maintained with the original documents in our office.</p>	

18 **[] BY MAIL:** I deposited such envelope in the mail at Laguna Hills,
19 California. The envelope was mailed with postage thereon fully prepaid. I am
20 “readily familiar” with the firms’ practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with U.S.
22 postal service on that same day with postage thereon fully prepaid at Laguna Hills,
23 California in the ordinary course of business. I am aware that on motion of the
24 party served, service is presumed invalid if postal cancellation date or postage
25 meter date is more than one day after date of deposit for mailing in affidavit.

26 () placing () the original () a true copy thereof enclosed in the sealed envelopes
27 addressed as follows:

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F: (714) 680-3315
Attorneys for Plaintiff Mahtab Taghipourian

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on XXX, 2014, at Laguna Hills, California.

XXX, Declarant