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NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

MARILYN T. WIERSEMA,  
Plaintiff,

vs.

TARGET CORPORATION; DOES 1-  
20,  
DEFENDANT.

**CASE NO. 8:22-cv-02028-JWH-DFM  
PROTECTIVE ORDER**

Judge: Hon. John W. Holcomb  
Magistrate Judge: Hon. Douglas F.  
McCormick

Complaint Filed: June 24, 2022  
Trial Date: April 28, 2025

Plaintiff's objections are OVERRULED and Court now enters the following  
protective order in this action:

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential,  
proprietary, or private information for which special protection from public  
disclosure and from use for any purpose other than prosecuting this litigation  
may be warranted. This Order does not confer blanket protections on all  
disclosures or responses to discovery and the protection it affords from public  
disclosure and use extends only to the limited information or items that are

1 entitled to confidential treatment under the applicable legal principles. This  
2 Protective Order does not entitle the parties to file confidential information  
3 under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
4 followed and the standards that will be applied when a party seeks permission  
5 from the Court to file material under seal.

6 **II. GOOD CAUSE STATEMENT**

7 A. This action is likely to involve commercial, technical and/or proprietary  
8 information for which special protection from public disclosure and from use  
9 for any purpose other than prosecution of this action is warranted. Such  
10 confidential and proprietary materials and information consist of, among  
11 other things, confidential business or financial information, information  
12 regarding confidential business practices, or other confidential research,  
13 development, or commercial information (including information implicating  
14 privacy rights of third parties), information otherwise generally unavailable to  
15 the public, or which may be privileged or otherwise protected from disclosure  
16 under state or federal statutes, court rules, case decisions, or common law.  
17 Accordingly, to expedite the flow of information, to facilitate the prompt  
18 resolution of disputes over confidentiality of discovery materials, to  
19 adequately protect information the parties are entitled to keep confidential, to  
20 ensure that the parties are permitted reasonable necessary uses of such  
21 material in preparation for and in the conduct of trial, to address their  
22 handling at the end of the litigation, and serve the ends of justice, a protective  
23 order for such information is justified in this matter. Information will not be  
24 designated as confidential for tactical reasons and that nothing be so  
25 designated without a good faith belief that it has been maintained in a  
26 confidential, non-public manner, and there is good cause why it should not be  
27 part of the public record of this case.

1 **III. DEFINITIONS**

2 A. Action: This pending federal law suit.

3 B. Challenging Party: A Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified  
8 above in the Good Cause Statement.

9 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11 E. Designating Party: A Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14 F. Disclosure or Discovery Material: All items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained  
16 (including, among other things, testimony, transcripts, and tangible things),  
17 that are produced or generated in disclosures or responses to discovery in this  
18 matter.

19 G. Expert: A person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to  
21 serve as an expert witness or as a consultant in this Action.

22 H. House Counsel: Attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other  
24 outside counsel.

25 I. Non-Party: Any natural person, partnership, corporation, association,  
26 or other legal entity not named as a Party to this action.

27 J. Outside Counsel of Record: Attorneys who are not employees of a  
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1 party to this Action but are retained to represent or advise a party to this  
2 Action and have appeared in this Action on behalf of that party or are  
3 affiliated with a law firm which has appeared on behalf of that party, and  
4 includes support staff.

5 K. Party: Any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and  
7 their support staffs).

8 L. Producing Party: A Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10 M. Professional Vendors: Persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing  
12 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
13 form or medium) and their employees and subcontractors.

14 N. Protected Material: Any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16 O. Receiving Party: A Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

#### 18 **IV. SCOPE**

19 A. The protections conferred by this Order cover not only Protected  
20 Material (as defined above), but also (1) any information copied or extracted  
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations  
22 of Protected Material; and (3) any testimony, conversations, or presentations  
23 by Parties or their Counsel that might reveal Protected Material.

24 B. Any use of Protected Material at trial shall be governed by the orders of  
25 the trial judge. This Order does not govern the use of Protected Material at  
26 trial.

1 **V. DURATION**

2 A. Even after final disposition of this litigation, the confidentiality  
3 obligations imposed by this Order shall remain in effect until a Designating  
4 Party agrees otherwise in writing or a court order otherwise directs. Final  
5 disposition shall be deemed to be the later of (1) dismissal of all claims and  
6 defenses in this Action, with or without prejudice; and (2) final judgment  
7 herein after the completion and exhaustion of all appeals, rehearing's,  
8 remands, trials, or reviews of this Action, including the time limits for filing  
9 any motions or applications for extension of time pursuant to applicable law.

10 **VI. DESIGNATING PROTECTED MATERIAL**

11 A. Exercise of Restraint and Care in Designating Material for Protection

12 1. Each Party or Non-Party that designates information or items for  
13 protection under this Order must take care to limit any such designation  
14 to specific material that qualifies under the appropriate standards. The  
15 Designating Party must designate for protection only those parts of  
16 material, documents, items, or oral or written communications that  
17 qualify so that other portions of the material, documents, items, or  
18 communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order.

20 2. Mass, indiscriminate, or routinized designations are prohibited.  
21 Designations that are shown to be clearly unjustified or that have been  
22 made for an improper purpose (e.g., to unnecessarily encumber the case  
23 development process or to impose unnecessary expenses and burdens  
24 on other parties) may expose the Designating Party to sanctions.

25 3. If it comes to a Designating Party's attention that information or  
26 items that it designated for protection do not qualify for protection, that  
27 Designating Party must promptly notify all other Parties that it is  
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1 withdrawing the inapplicable designation.

2 B. Manner and Timing of Designations

3 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
4 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
5 Discovery Material that qualifies for protection under this Order must  
6 be clearly so designated before the material is disclosed or produced.

7 2. Designation in conformity with this Order requires the following:

8 a. For information in documentary form (e.g., paper or  
9 electronic documents, but excluding transcripts of depositions or  
10 other pretrial or trial proceedings), that the Producing Party affix  
11 at a minimum, the legend “CONFIDENTIAL” (hereinafter  
12 “CONFIDENTIAL legend”), to each page that contains  
13 protected material. If only a portion or portions of the material  
14 on a page qualifies for protection, the Producing Party also must  
15 clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins).

17 b. A Party or Non-Party that makes original documents  
18 available for inspection need not designate them for protection  
19 until after the inspecting Party has indicated which documents it  
20 would like copied and produced. During the inspection and  
21 before the designation, all of the material made available for  
22 inspection shall be deemed “CONFIDENTIAL.” After the  
23 inspecting Party has identified the documents it wants copied and  
24 produced, the Producing Party must determine which documents,  
25 or portions thereof, qualify for protection under this Order.  
26 Then, before producing the specified documents, the Producing  
27 Party must affix the “CONFIDENTIAL legend” to each page  
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1 that contains Protected Material. If only a portion or portions of  
2 the material on a page qualifies for protection, the Producing  
3 Party also must clearly identify the protected portion(s) (e.g., by  
4 making appropriate markings in the margins).

5 c. For testimony given in depositions, that the Designating  
6 Party identify the Disclosure or Discovery Material on the  
7 record, before the close of the deposition all protected testimony.

8 d. For information produced in form other than document  
9 and for any other tangible items, that the Producing Party affix in  
10 a prominent place on the exterior of the container or containers  
11 in which the information is stored the legend  
12 “CONFIDENTIAL.” If only a portion or portions of the  
13 information warrants protection, the Producing Party, to the  
14 extent practicable, shall identify the protected portion(s).

15 C. Inadvertent Failure to Designate

16 1. If timely corrected, an inadvertent failure to designate qualified  
17 information or items does not, standing alone, waive the Designating  
18 Party’s right to secure protection under this Order for such material.  
19 Upon timely correction of a designation, the Receiving Party must  
20 make reasonable efforts to assure that the material is treated in  
21 accordance with the provisions of this Order.

22 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 A. Timing of Challenges

24 1. Any party or Non-Party may challenge a designation of  
25 confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

27 B. Meet and Confer

1           1.     The Challenging Party shall initiate the dispute resolution  
2           process under Local Rule 37.1 et seq.

3           C.     The burden of persuasion in any such challenge proceeding shall be on  
4           the Designating Party. Frivolous challenges, and those made for an improper  
5           purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6           parties) may expose the Challenging Party to sanctions. Unless the  
7           Designating Party has waived or withdrawn the confidentiality designation,  
8           all parties shall continue to afford the material in question the level of  
9           protection to which it is entitled under the Producing Party’s designation until  
10          the Court rules on the challenge.

11 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12           A.     Basic Principles

13           1.     A Receiving Party may use Protected Material that is disclosed  
14           or produced by another Party or by a Non-Party in connection with this  
15           Action only for prosecuting, defending, or attempting to settle this  
16           Action. Such Protected Material may be disclosed only to the  
17           categories of persons and under the conditions described in this Order.  
18           When the Action has been terminated, a Receiving Party must comply  
19           with the provisions of Section XIV below.

20           2.     Protected Material must be stored and maintained by a Receiving  
21           Party at a location and in a secure manner that ensures that access is  
22           limited to the persons authorized under this Order.

23           B.     Disclosure of “CONFIDENTIAL” Information or Items

24           1.     Unless otherwise ordered by the Court or permitted in writing by  
25           the Designating Party, a Receiving Party may disclose any information  
26           or item designated “CONFIDENTIAL” only to:

27           a.     The Receiving Party’s Outside Counsel of Record in this  
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1 Action, as well as employees of said Outside Counsel of Record  
2 to whom it is reasonably necessary to disclose the information  
3 for this Action;

4 b. The officers, directors, and employees (including House  
5 Counsel) of the Receiving Party to whom disclosure is  
6 reasonably necessary for this Action;

7 c. Experts (as defined in this Order) of the Receiving Party to  
8 whom disclosure is reasonably necessary for this Action and who  
9 have signed the “Acknowledgment and Agreement to Be Bound”  
10 (Exhibit A);

11 d. The Court and its personnel;

12 e. Court reporters and their staff;

13 f. Professional jury or trial consultants, mock jurors, and  
14 Professional Vendors to whom disclosure is reasonably  
15 necessary for this Action and who have signed the  
16 “Acknowledgment and Agreement to be Bound” attached as  
17 Exhibit A hereto;

18 g. The author or recipient of a document containing the  
19 information or a custodian or other person who otherwise  
20 possessed or knew the information;

21 h. During their depositions, witnesses, and attorneys for  
22 witnesses, in the Action to whom disclosure is reasonably  
23 necessary provided: (i) the deposing party requests that the  
24 witness sign the “Acknowledgment and Agreement to Be  
25 Bound;” and (ii) they will not be permitted to keep any  
26 confidential information unless they sign the “Acknowledgment  
27 and Agreement to Be Bound,” unless otherwise agreed by the  
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1 Designating Party or ordered by the Court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal  
3 Protected Material may be separately bound by the court reporter  
4 and may not be disclosed to anyone except as permitted under  
5 this Protective Order; and

6 i. Any mediator or settlement officer, and their supporting  
7 personnel, mutually agreed upon by any of the parties engaged in  
8 settlement discussions.

9 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 A. If a Party is served with a subpoena or a court order issued in other  
12 litigation that compels disclosure of any information or items designated in  
13 this Action as “CONFIDENTIAL,” that Party must:

- 14 1. Promptly notify in writing the Designating Party. Such  
15 notification shall include a copy of the subpoena or court order;
- 16 2. Promptly notify in writing the party who caused the subpoena or  
17 order to issue in the other litigation that some or all of the material  
18 covered by the subpoena or order is subject to this Protective Order.  
19 Such notification shall include a copy of this Protective Order; and
- 20 3. Cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be  
22 affected.

23 B. If the Designating Party timely seeks a protective order, the Party  
24 served with the subpoena or court order shall not produce any information  
25 designated in this action as “CONFIDENTIAL” before a determination by the  
26 Court from which the subpoena or order issued, unless the Party has obtained  
27 the Designating Party’s permission. The Designating Party shall bear the  
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1           burden and expense of seeking protection in that court of its confidential  
2           material and nothing in these provisions should be construed as authorizing or  
3           encouraging a Receiving Party in this Action to disobey a lawful directive  
4           from another court.

5 **X.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7           A.    The terms of this Order are applicable to information produced by a  
8           Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
9           information produced by Non-Parties in connection with this litigation is  
10          protected by the remedies and relief provided by this Order. Nothing in these  
11          provisions should be construed as prohibiting a Non-Party from seeking  
12          additional protections.

13          B.    In the event that a Party is required, by a valid discovery request, to  
14          produce a Non-Party’s confidential information in its possession, and the  
15          Party is subject to an agreement with the Non-Party not to produce the Non-  
16          Party’s confidential information, then the Party shall:

- 17                1.    Promptly notify in writing the Requesting Party and the Non-  
18                Party that some or all of the information requested is subject to a  
19                confidentiality agreement with a Non-Party;
- 20                2.    Promptly provide the Non-Party with a copy of the Protective  
21                Order in this Action, the relevant discovery request(s), and a reasonably  
22                specific description of the information requested; and
- 23                3.    Make the information requested available for inspection by the  
24                Non-Party, if requested.

25          C.    If the Non-Party fails to seek a protective order from this court within  
26          14 days of receiving the notice and accompanying information, the Receiving  
27          Party may produce the Non-Party’s confidential information responsive to the  
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1 discovery request. If the Non-Party timely seeks a protective order, the  
2 Receiving Party shall not produce any information in its possession or control  
3 that is subject to the confidentiality agreement with the Non-Party before a  
4 determination by the court. Absent a court order to the contrary, the Non-  
5 Party shall bear the burden and expense of seeking protection in this court of  
6 its Protected Material.

7 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
9 disclosed Protected Material to any person or in any circumstance not  
10 authorized under this Protective Order, the Receiving Party must immediately  
11 (1) notify in writing the Designating Party of the unauthorized disclosures, (2)  
12 use its best efforts to retrieve all unauthorized copies of the Protected  
13 Material, (3) inform the person or persons to whom unauthorized disclosures  
14 were made of all the terms of this Order, and (4) request such person or  
15 persons to execute the “Acknowledgment and Agreement to be Bound” that is  
16 attached hereto as Exhibit A.

17 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
18 **PROTECTED MATERIAL**

19 A. When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other  
21 protection, the obligations of the Receiving Parties are those set forth in  
22 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
23 to modify whatever procedure may be established in an e-discovery order that  
24 provides for production without prior privilege review. Pursuant to Federal  
25 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
26 the effect of disclosure of a communication or information covered by the  
27 attorney-client privilege or work product protection, the parties may  
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1 incorporate their agreement in the Protective Order submitted to the Court.

2 **XIII. MISCELLANEOUS**

3 A. Right to Further Relief

4 1. Nothing in this Order abridges the right of any person to seek its  
5 modification by the Court in the future.

6 B. Filing Protected Material

7 1. A Party that seeks to file under seal any Protected Material must  
8 comply with Civil Local Rule 79-5. Protected Material may only be  
9 filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material at issue. If a Party's request to file  
11 Protected Material under seal is denied by the Court, then the  
12 Receiving Party may file the information in the public record unless  
13 otherwise instructed by the Court.

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V,  
16 within sixty (60) days of a written request by the Designating Party, each  
17 Receiving Party must return all Protected Material to the Producing Party or  
18 destroy such material. As used in this subdivision, "all Protected Material"  
19 includes all copies, abstracts, compilations, summaries, and any other format  
20 reproducing or capturing any of the Protected Material. Whether the  
21 Protected Material is returned or destroyed, the Receiving Party must submit  
22 a written certification to the Producing Party (and, if not the same person or  
23 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
24 category, where appropriate) all the Protected Material that was returned or  
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
26 abstracts, compilations, summaries or any other format reproducing or  
27 capturing any of the Protected Material. Notwithstanding this provision,  
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Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: October 24, 2024

  
\_\_\_\_\_  
Honorable Douglas F. McCormick  
United States Magistrate Judge

**EXHIBIT A**  
**ACKNOWLEDGMENT AND 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 issue by the United States District Court for the  
Central District of California on [DATE] in the case of \_\_\_\_\_ [insert  
formal name of the case and the number and initials assigned to it by the Court]. 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 in the nature  
of 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 the  
provisions of 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 the terms of this Protective 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 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_