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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WENDY WINSLOW, an Individual,

Plaintiff,

v.

TARGET CORPORATION,
VELOCITY PHARMA LLC,
KILITCH HEALTHCARE INDIA
LIMITED, and DOES 1-20, inclusive,

Defendants.

Case No.: 8:24-cv-02300-JWH-JDE

STIPULATED PROTECTIVE
ORDER

Based on the parties' Stipulation and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

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 pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 2. GOOD CAUSE STATEMENT

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

24 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

25 The parties further acknowledge, as set forth in Section 14.3, below, that this
26 Stipulated Protective Order does not entitle them to file confidential information
27 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
28 and the standards that will be applied when a party seeks permission from the court

1 to file material under seal. There is a strong presumption that the public has a right
2 of access to judicial proceedings and records in civil cases. In connection with non-
3 dispositive motions, good cause must be shown to support a filing under seal. See
4 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
5 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
6 Welbon v. Sony Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
7 stipulated protective orders require good cause showing), and a specific showing of
8 good cause or compelling reasons with proper evidentiary support and legal
9 justification, must be made with respect to Protected Material that a party seeks to
10 file under seal. The parties' mere designation of Disclosure or Discovery Material as
11 CONFIDENTIAL does not— without the submission of competent evidence by
12 declaration, establishing that the material sought to be filed under seal qualifies as
13 confidential, privileged, or otherwise protectable—constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial, then
15 compelling reasons, not only good cause, for the sealing must be shown, and the
16 relief sought shall be narrowly tailored to serve the specific interest to be protected.
17 See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For
18 each item or type of information, document, or thing sought to be filed or introduced
19 under seal, the party seeking protection must articulate compelling reasons,
20 supported by specific facts and legal justification, for the requested sealing order.
21 Again, competent evidence supporting the application to file documents under seal
22 must be provided by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in its
24 entirety will not be filed under seal if the confidential portions can be redacted. If
25 documents can be redacted, then a redacted version for public viewing, omitting
26 only the confidential, privileged, or otherwise protectable portions of the document,
27 shall be filed. Any application that seeks to file documents under seal in their
28 entirety should include an explanation of why redaction is not feasible.

1 4. DEFINITIONS

2 4.1 Action: this pending federal lawsuit, *WENDY WINSLOW v. TARGET*
3 *CORPORATION, ET AL.*

4 4.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
9 the Good Cause Statement.

10 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 4.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 4.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery.

19 4.7 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 serve as
21 an expert witness or as a consultant in this Action.

22 4.8 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 outside
24 counsel.

25 4.9 Non-Party: any natural person, partnership, corporation, association or
26 other legal entity not named as a Party to this action.

27 4.10 Outside Counsel of Record: attorneys who are not employees of a party
28 to this Action but are retained to represent a party to this Action and have appeared

1 in this Action on behalf of that party or are affiliated with a law firm that has
2 appeared on behalf of that party, and includes support staff.

3 4.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 4.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 4.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 4.15 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 5. SCOPE

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

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge and other applicable authorities. This Order does not govern the use of
24 Protected Material at trial.

25 6. DURATION

26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
28 as an exhibit at trial becomes public and will be presumptively available to all

1 members of the public, including the press, unless compelling reasons supported by
2 specific factual findings to proceed otherwise are made to the trial judge in advance
3 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”
4 showing for sealing documents produced in discovery from “compelling reasons”
5 standard when merits-related documents are part of court record). Accordingly, the
6 terms of this protective order do not extend beyond the commencement of the trial.

7 7. DESIGNATING PROTECTED MATERIAL

8 7.1 Exercise of Restraint and Care in Designating Material for

9 Protection. Each Party or Non-Party that designates information or

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

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

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 7.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
26 that qualifies for protection under this Order must be clearly so designated before
27 the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material. If only a portion of the material on a page qualifies for
6 protection, the Producing Party also must clearly identify the protected portion(s)
7 (e.g., by making appropriate markings in the margins).

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

20 (b) for testimony given in depositions that the Designating Party
21 identifies the Disclosure or Discovery Material on the record, before the close of the
22 deposition all protected testimony.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL.” If only a portion or portions of the information
27 warrants protection, the Producing Party, to the extent practicable, shall identify the
28 protected portion(s).

1 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party’s right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court’s
10 Scheduling Order.

11 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1 et seq.

13 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
14 stipulation pursuant to Local Rule 37-2.

15 8.4 The burden of persuasion in any such challenge proceeding shall be on the
16 Designating Party. Frivolous challenges, and those made for an improper purpose
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
18 expose the Challenging Party to sanctions. Unless the Designating Party has waived
19 or withdrawn the confidentiality designation, all parties shall continue to afford the
20 material in question the level of protection to which it is entitled under the
21 Producing Party’s designation until the Court rules on the challenge.

22 9. ACCESS TO AND USE OF PROTECTED MATERIAL

23 9.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Order. Upon termination of the Action, a Receiving
28 Party must comply with section 15 below (FINAL DISPOSITION).

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

4 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or
22 a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in
24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
25 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
26 they will not be permitted to keep any confidential information unless they sign the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may
2 be separately bound by the court reporter and may not be disclosed to anyone except
3 as permitted under this Stipulated Protective Order; and

4 (i) any mediators or settlement officers and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order;

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

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected. If the
19 Designating Party timely seeks a protective order, the Party served with the
20 subpoena or court order shall not produce any information designated in this action
21 as “CONFIDENTIAL” before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action
26 to disobey a lawful directive from another court.

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1 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
2 BE PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party’s confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party’s
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

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

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1 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment an
9 Agreement to Be Bound” attached hereto as Exhibit A.

10 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
11 OTHERWISE PROTECTED MATERIAL

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

22 14. MISCELLANEOUS

23 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 14.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 14.3 Filing Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the
5 specific Protected Material. If a Party's request to file Protected Material under seal
6 is denied by the court, then the Receiving Party may file the information in the
7 public record unless otherwise instructed by the court.

8 15. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 6, within 60
10 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in
12 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same
16 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
17 (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,
19 abstracts, compilations, summaries or any other format reproducing or capturing any
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if such
24 materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 6 (DURATION).

27 16. VIOLATION


28 Any violation of this Order may be punished by appropriate measures

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including, without limitation, contempt proceedings and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____ January 28, 2025 _____



JOHN D. EARLY
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____, of _____
4 [COPMANY NAME], _____ [ADDRESS], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on January 28, 2025, in the case of WENDY WINSLOW v.
8 TARGET CORPORATION, et al, Case No.: 8:24-cv-02300-JWH-JDE. I agree to
9 comply with and to be bound by all the terms of this Stipulated Protective Order and
10 I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of
18 this action. I hereby appoint _____ [print or type full
19 name] of _____ [print or type full address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____