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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CATALINA RICALDAI, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

US INVESTIGATIONS SERVICES,  
LLC, a Delaware limited liability  
company, and DOES 1 through 100,  
inclusive,

Defendants.

Case No. CV10-7388-DDP- PLA(x)

Assigned for all purposes:  
Hon. Dean D. Pregerson/ Court Room 3

**PROTECTIVE ORDER**

Complaint Filed: August 26, 2010

1 **PROTECTIVE ORDER**

2 TO EACH PARTY AND THEIR ATTORNEYS OF RECORD:

3 Pursuant to the parties' Stipulation, IT IS HEREBY ORDERED as follows:

4 **Scope**

5 1. This protective order shall govern all documents and information  
6 produced or disclosed in this Action by either party (the "Designating Party") to the  
7 other party ("the Receiving Party") that are designated as "Confidential Information"  
8 or "Attorneys Eyes Only Material."

9 **Good Cause Statement**

10 2. The job duties of investigators employed by USIS in California,  
11 including Plaintiff, involved conducting background investigations on individuals  
12 applying for government security clearances. USIS investigators conducted these  
13 investigations pursuant to contracts with government organizations such as the Office  
14 of Personnel Management. Documents discussing or otherwise identifying methods  
15 for completing investigations and/or information related to particular investigations  
16 are considered proprietary, private and confidential. USIS is also obligated to protect  
17 certain information from public disclosure due to national security concerns as well as  
18 confidentiality obligations mandated through its contracts with various government  
19 agencies. Some information and documents that USIS and government agencies  
20 consider confidential may be requested in the litigation and may have some relevance  
21 to Plaintiff's claims.

22 3. Plaintiff's allegations, including her wage statement claim, may also  
23 require disclosure of private information regarding current and/or former employees,  
24 including information about their pay and/or their private contact information.

25 4. USIS also expects that Plaintiff may request and it may need to produce  
26 trade secret and/or business confidential information related to USIS's business and  
27 ability to compete that would likely cause significant harm to USIS if it is made  
28 available or accessible publicly and/or to USIS competitors.



1 to include any related laws or regulations and all related advisory materials and  
2 guidelines and that is not typically shared with or known to investigators.

3 8. Stamping “Confidential” or “Attorneys Eyes Only” on the cover of a  
4 multiple page document shall classify all pages of the document with the same  
5 designation unless otherwise indicated by the Designating Party. Marking or  
6 stamping “Confidential Information” or “Attorneys Eyes Only Material” on a label on  
7 any electronic storage medium shall designate the entire contents of such electronic  
8 storage medium as Confidential Information or Attorneys Eyes Only Material.

9 **Restrictions On Disclosure of Confidential Information and Attorneys Eyes Only**

10 **Material**

11 9. Subject to paragraph 11, and excepting the Court and any Court  
12 personnel, Confidential Information produced under this protective order shall not be  
13 disclosed by any person who has received such Confidential Information through this  
14 action to any other person except to:

15 (a) Attorneys of record for the parties and their respective associates,  
16 paralegals, clerks and employees involved in the conduct of this litigation, and  
17 Defendant’s in-house attorneys and attorneys employed by its corporate parents and/or  
18 corporate affiliates and their respective paralegals, clerks and employees;

19 (b) Any outside consultant or expert and any employees thereof who  
20 would, in the course and scope of their employment or engagement, handle the at-  
21 issue documents, whether formally retained or not;

22 (c) Stenographic employees, court reporters and videographers  
23 recording or transcribing testimony in this action;

24 (d) The Court and any Court personnel to whom it is necessary to  
25 disclose the information as well as any mediators used to try to resolve the action;

26 (e) Current or former employees of Defendant or its parent or  
27 affiliated companies who may serve as witnesses, but only insofar as such  
28

1 Confidential Information is relevant to their testimony and disclosure is not otherwise  
2 prohibited by applicable law;

3 (f) Plaintiff Catalina Ricaldai and any other representative plaintiff  
4 that may be added to the litigation;

5 (g) Any person who was involved in the preparation of the document,  
6 materials or the discovery responses containing Confidential Information or who  
7 lawfully received or reviewed the documents or to whom the Confidential Information  
8 has previously been made available other than by one receiving such Confidential  
9 Information in connection with this action; and

10 (h) Any other person with the prior written consent of the Designating  
11 Party or pursuant to an order issued by this Court.

12 10. Subject to paragraph 11, and excepting the Court and any Court  
13 personnel, Attorneys Eyes Only Material produced under this protective order shall  
14 not be disclosed by any person who has received such Attorneys Eyes Only Material  
15 through this action to any other person except to:

16 (a) Attorneys of record for the parties and their respective associates,  
17 paralegals, clerks and employees involved in the conduct of this litigation, and  
18 Defendant's in-house attorneys and attorneys employed by its corporate parents and/or  
19 corporate affiliates and their respective paralegals, clerks and employees;

20 (b) Any outside consultant or expert and any employees thereof who  
21 would, in the course and scope of their employment or engagement, handle the at-  
22 issue documents, whether formally retained or not;

23 (c) Stenographic employees, court reporters and videographers  
24 recording or transcribing testimony in this action;

25 (d) The Court and any Court personnel to whom it is necessary to  
26 disclose the information as well as any mediators used to try to resolve the action;

1 (e) An employee or agent of the Designating Party, but only insofar as  
2 such Attorneys Eyes Only Material is relevant to their testimony and disclosure is not  
3 otherwise prohibited by applicable law; and

4 (f) Any other person with the prior written consent of the Designating  
5 Party or pursuant to an order issued by this Court.

6 11. Prior to the Receiving Party providing Confidential Information to any  
7 person with access to Confidential Information that is authorized pursuant to the terms  
8 of this protective order, such person (i) shall be provided a copy of this protective  
9 order and (ii) shall agree in writing, in the form of the Protective Order  
10 Acknowledgment and Non-Disclosure Agreement, attached hereto as Exhibit A, to be  
11 bound by the terms of this protective order. These requirement do *not* apply to  
12 Confidential Information provided to the Court or to any Court personnel. Prior to the  
13 Receiving Party providing Attorneys Eyes Only Material to any person with access to  
14 Attorneys Eyes Only Material that is authorized pursuant to the terms of this  
15 protective order, such person (i) shall be provided a copy of this protective order and  
16 (ii) shall agree in writing, in the form of the Protective Order Acknowledgment and  
17 Attorneys Eyes Only Non-Disclosure Agreement, attached hereto as Exhibit B, to be  
18 bound by the terms of this protective order. These requirement do *not* apply to  
19 Attorneys Eyes Only Material provided to the Court or any Court personnel. The  
20 Receiving Party shall retain all executed non-disclosure agreements until the end of  
21 the action. In the event of a possible violation of this protective order during the  
22 pendency of this litigation, either party may make a motion to request that the Court  
23 order production of the executed non-disclosure agreements to the Designating Party  
24 for good cause shown. Otherwise, these non-disclosure agreements are strictly  
25 confidential and are not subject to any discovery request while the action is pending.  
26 No more than thirty (30) calendar days after the end of litigation in the action as  
27 defined in paragraph 8 below, the Receiving Party shall provide copies of all executed  
28 non-disclosure agreements to the Designating Party.

1           12. The action is at an end when all of the following that are applicable  
2 occur: (i) a final judgment has been entered by the Court or the case has otherwise  
3 been dismissed with prejudice; (ii) the time for any objection to or request for  
4 reconsideration of such a judgment or dismissal has expired; (iii) all available appeals  
5 have concluded or the time for such appeals has expired; and (iv) any post appeal  
6 proceedings have concluded.

7                   **Use of Confidential Information and Attorneys Eyes Only Material**

8           13. Confidential Information and Attorneys Eyes Only Material shall be used  
9 solely and exclusively for preparing for and prosecuting this case, including any  
10 claims on behalf of the named plaintiff(s) and any putative class members pending the  
11 completion of the judicial process, including appeal. Confidential Information and  
12 Attorneys Eyes Only Material cannot be used for any other purpose in any other  
13 matter or proceeding for any reason whatsoever.

14           14. Notwithstanding any other provisions hereof, nothing in this protective  
15 order shall restrict any party's counsel from rendering advice to its client with respect  
16 to this action and, in the course thereof, relying upon Confidential Information and/or  
17 Attorneys Eyes Only Material, provided that in rendering such advice, counsel shall  
18 not disclose the other party's Confidential Information and/or Attorneys Eyes Only  
19 Material other than in a manner expressly provided for in this protective order.

20           15. If Confidential Information or Attorneys Eyes Only Material is used in  
21 any depositions taken in this matter, the original transcript of the deposition, and all  
22 copies thereof shall be stamped "Confidential" or "Attorneys Eyes Only." Testimony  
23 taken at a deposition may be designated as Confidential Information or Attorneys  
24 Eyes Only Material by making a statement to that effect on the record at the  
25 deposition, as to the specific testimony or items claimed to be Confidential  
26 Information or Attorneys Eyes Only Material. If any portions of the deposition  
27 transcript and/or video or audio versions of the depositions contain Confidential  
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1 Information or Attorneys Eyes Only Material, or references thereto, they must be filed  
2 with the Court in compliance with paragraph 22 of the protective order.

3 16. A copy of the protective order shall be attached as an exhibit to the  
4 deposition transcript and the court reporter shall be subject to the protective order and  
5 precluded from providing the original or copies of the deposition transcript or portions  
6 thereof, any copies thereof, or portions of copies thereof, to any persons or entities  
7 other than counsel of record in the action. Any audiotape and/or videotape of said  
8 deposition shall also be subject to this protective order. The deposition videographer  
9 shall be subject to this protective order and precluded from providing the original  
10 deposition videotape or portions of the videotape to any persons or entities other than  
11 counsel of record. Any audiotape shall also be subject to this protective order and all  
12 persons shall be precluded from providing the original deposition audiotape or  
13 portions of the audiotape, to any persons or entities other than counsel of record in the  
14 action.

15 17. Only individuals permitted access to Confidential Information or  
16 Attorneys Eyes Only Material shall attend any deposition where Confidential  
17 Information or Attorneys Eyes Only Material is used. However, where feasible, an  
18 individual who is not allowed access to Attorneys Eyes Only Material may attend  
19 portions of the deposition where Attorneys Eyes Only Material is not used or  
20 discussed. Individuals attending any depositions using Confidential Information or  
21 Attorneys Eyes Only Material shall not disclose to any person any statements made by  
22 deponents at depositions that reference Confidential Information or Attorneys Eyes  
23 Only Material unless that person is independently allowed access to the information.

24 **Protection of Confidential Information and Attorneys Eyes Only Material**

25 18. Counsel shall take all reasonable and necessary steps to assure the  
26 security of any Confidential Information and Attorneys Eyes Only Material and will  
27 limit access to Confidential Information and Attorneys Eyes Only Material only to the  
28 persons authorized by this protective order.



1 19. Any party who is served with a subpoena or other request for production  
2 of Confidential Information or Attorneys Eyes Only Material produced by the other  
3 party must immediately provide written notice of such subpoena or other notice to the  
4 Designating Party so as to afford the Designating Party an opportunity to obtain an  
5 order barring production or other disclosure, or to otherwise respond to the subpoena  
6 or other request for production or disclosure of Confidential Information or Attorneys  
7 Eyes Only Material. Upon receiving such notice, the Designating Party shall bear the  
8 burden of opposing, if it deems appropriate, the subpoena or request for production.  
9 In no event should production or disclosure be made without written approval by the  
10 Designating Party unless required by court order arising from a motion to compel  
11 production or disclosure of Confidential Information or Attorneys Eyes Only Material.

12 20. Unless otherwise ordered or agreed in writing by the parties, within  
13 ninety (90) days of the settlement or termination (as defined in paragraph 8) of this  
14 action, the parties must simultaneously exchange and surrender any Confidential  
15 Information or Attorneys Eyes Only Material, provided, however, that counsel of  
16 record for the parties may keep, in strictest confidence, those copies of any part of the  
17 Confidential Information that has become part of the official record of this litigation  
18 and may retain abstracts or summaries of such materials, which contain counsel's  
19 mental impressions or opinions. Such information shall remain subject to the terms of  
20 this protective order.

21 **Challenges to Designation**

22 21. Any party may challenge the propriety of the designation of Confidential  
23 Information or Attorneys Eyes Only Material pursuant to Local Rule 37. In  
24 accordance with Local Rule 37-1, prior to filing any motion asking the Court to make  
25 a determination as to the propriety of a designation the parties shall confer in a good  
26 faith effort to eliminate the necessity for hearing the motion or to eliminate as many of  
27 the disputes as possible. In the event that this conference of counsel does not resolve  
28 the dispute between the parties, the Receiving Party can bring a motion pursuant to

1 Local Rule 37-2 to have the Court make a determination regarding the propriety of the  
2 disputed designation. As part of any such motion, if one or both parties wish to file  
3 the Joint Stipulation required by Local Rule 37-2 under seal, the parties will either file  
4 a stipulation to that effect or the moving party will file an ex parte application making  
5 the appropriate request. Any stipulation or ex parte application addressing why the  
6 Joint Stipulation or portions thereof should be filed under seal must set forth good  
7 cause.

8 **Filing Confidential Information or Attorneys Eyes Only Material**

9 22. The parties shall use the following procedure for submitting to the Court  
10 papers consisting of, relating to, containing, incorporating, reflecting, describing or  
11 attaching Confidential Information:

12 For all pretrial discovery and non-discovery-related motions,  
13 memorandum of law, certification, exhibit annexed thereto  
14 that contains Confidential Information shall be filed in  
15 accordance with Local Rule 79 by placing the original and  
16 judge's copy of the document in sealed separate envelopes  
17 with a copy of the title page attached to the front of each  
18 envelope. Conformed copies need not be placed in sealed  
19 envelopes. Confidential material to be placed under seal,  
20 shall not be electronically filed but shall be filed manually in  
21 the manner prescribed by Local Rule 79-5. A Notice of  
22 Manual Filing shall also be electronically filed identifying  
23 materials being manually filed.

19 23. Furthermore, if Confidential Information or Attorneys Eyes Only  
20 Material is included in any papers to be filed in Court, such papers shall be  
21 accompanied by an application to file the papers – or the confidential portion thereof –  
22 under seal. This application must show good cause for the under seal filing. The  
23 application shall be directed to the judge to whom the papers are directed. Pending  
24 the ruling on the application, the papers or portions thereof subject to the sealing  
25 application shall be lodged under seal.

26 24. All confidential information contained in documents designated as  
27 Confidential Information or Attorneys Eyes Only Material used at trial and in all post-  
28 trial proceedings shall become public unless a separate court order is obtained upon

1 noticed motion and sufficient cause shown. Nothing shall prejudice any parties' rights  
2 to object to the introduction of any Confidential Information or Attorneys Eyes Only  
3 Material into evidence, on grounds, including, but not limited to, relevance and  
4 privilege.

5 **Miscellaneous Provisions**

6 25. It is expressly understood by and between the parties that in producing  
7 Confidential Information and/or Attorneys Eyes Only Material in this litigation, the  
8 parties are relying upon the terms and conditions of the protective order.

9 26. The parties can modify the terms of the protective order by written  
10 agreement or the Court may modify it through an order. The protective order shall  
11 continue in force until amended or superseded by express order of the Court, and shall  
12 survive any final judgment or settlement of this action.

13 27. This Amended Stipulation for Protective Order shall supersede the prior  
14 Stipulated Protective Order between the parties.

15  
16 IT IS SO ORDERED.

17  
18 Dated: April 13, 2011



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HON. PAUL L. ABRAMS  
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **Protective Order Acknowledgment and Non-Disclosure Agreement**

3 The undersigned hereby acknowledges and agrees to the following:

4 I have had the opportunity to review the protective order in *Ricaldai v. US*  
5 *Investigations Services LLC*, currently pending in the U.S. District Court for the  
6 Central District of California, Case No. CV10-7388-DDP- PLA(x). I certify that I am  
7 an appropriate person for receipt of Confidential Information under the protective  
8 order. I understand and agree to be bound by the terms of the protective order and  
9 will not disclose any of the Confidential Information provided to me to any third  
10 person, except as allowed in the protective order. I understand and agree that my use  
11 of any Confidential Information shall be solely and exclusively for purposes relating  
12 to the prosecution or defense of the above-titled litigation, including but not limited to  
13 appeals and writs relating thereto, discovery, and/or mediation or settlement of this  
14 action in accordance with the provisions of the protective order.

15 I also agree that upon being informed of the termination or settlement of this  
16 action, I will promptly surrender all Confidential Information provided to me to the  
17 counsel that provided it to me so that it may be returned to the party that it belongs to  
18 in accordance with the terms of the protective order. I will not retain copies of any  
19 such Confidential Information in any form of any kind, including but not limited to  
20 electronic format, for any reason whatsoever and understand that it would be a  
21 violation of the terms of the protective order to do so. By signing this Non-Disclosure  
22 Agreement, I hereby consent to the jurisdiction of the U.S. District Court for the  
23 Central District of California for purposes of enforcing the terms of this nondisclosure  
24 Order and Non-Disclosure Agreement.

25 Dated: \_\_\_\_\_

\_\_\_\_\_ [Signature]

27 \_\_\_\_\_  
28 [Print Name]

1 **EXHIBIT B**

2 **Protective Order Acknowledgment and Attorneys Eyes Only Non-Disclosure**  
3 **Agreement**

4 The undersigned hereby acknowledges and agrees to the following:

5 I have had the opportunity to review the protective order in *Ricaldai v. US*  
6 *Investigations Services LLC*, currently pending in the U.S. District Court for the  
7 Central District of California, Case No. CV10-7388-DDP- PLA(x). I certify that I am  
8 an appropriate person for receipt of Attorneys Eyes Only Material and Confidential  
9 Information under the protective order. I understand and agree to be bound by the  
10 terms of the protective order and will not disclose any of the Attorneys Eyes Only  
11 Material and Confidential Information provided to me to any third person, except as  
12 allowed in the protective order. I understand and agree that my use of any Attorneys  
13 Eyes Only Material and Confidential Information shall be solely and exclusively for  
14 purposes relating to the prosecution or defense of the above-titled litigation, including  
15 but not limited to appeals and writs relating thereto, discovery, and/or mediation or  
16 settlement of this action in accordance with the provisions of the protective order.

17 I also agree that upon being informed of the termination or settlement of this  
18 action, I will promptly surrender all Attorneys Eyes Only Material and Confidential  
19 Information provided to me to the counsel that provided it to me so that it may be  
20 returned to the party that it belongs to in accordance with the terms of the protective  
21 order. I will not retain copies of any such Attorneys Eyes Only Material and  
22 Confidential Information in any form of any kind, including but not limited to  
23 electronic format, for any reason whatsoever and understand that it would be a  
24 violation of the terms of the protective order to do so.

25 *[Signature on following page]*

1 By signing this Non-Disclosure Agreement, I hereby consent to the jurisdiction  
2 of the U.S. District Court for the Central District of California for purposes of  
3 enforcing the terms of this agreement.

4 Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

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