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9 Attorneys for Defendant  
 10 United States of America

11 UNITED STATES DISTRICT COURT  
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 13 WESTERN DIVISION  
 14

15 FASSIL HAWAZ, an individual and  
 16 COMPTON CONVENIENT MARKET,  
 a California Proprietorship,

17 Plaintiffs,

18 v.

19 UNITED STATES OF AMERICA,

20 Defendant.

No. 2:17-cv-02967-PA (PJWx)

**STIPULATION FOR  
 PROTECTIVE ORDER**

Honorable Patrick J. Walsh  
 United States Magistrate Judge

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1 IT IS HEREBY STIPULATED by and between the parties, through their  
2 undersigned counsel and subject to Court approval, that a Protective Order be issued to  
3 permit Defendant United States of America to release specified documents and  
4 information in this litigation.

5 I. Purpose of Stipulation for Protective Order

6 A. Plaintiffs filed this action challenging the decision of the United States  
7 Department of Agriculture’s Food and Nutrition Service (FNS) to permanently  
8 disqualify Plaintiffs from further participation in the food stamp program known as the  
9 Supplemental Nutrition Assistance Program (SNAP) based on allegations that Plaintiffs  
10 trafficked in food stamps (exchanged food stamps for cash).

11 B. Defendant possesses or has access to the following categories of documents  
12 and information which may be relevant to the parties’ claims or defenses, that contains  
13 information protected from disclosure by the Privacy Act of 1974<sup>1</sup>, 5 U.S.C. § 552(a) et  
14 seq.; the Food Stamp Program and federal regulations promulgated thereunder, 7 U.S.C.  
15 § 2020(e)(8) and 7 C.F.R. § 272.1(c); and/or the law enforcement privilege, including  
16 information about non-parties and FNS contractors who work in undercover capacities:

- 17 a. The identity and contact information for the individual who  
18 conducted an investigation of the store on June 10, 2016, on behalf of  
19 the FNS. The FNS relies upon contractors to conduct undercover  
20 investigations for law enforcement purposes.
- 21 b. Information regarding stores used for purposes of comparing EBT  
22 transactions at Compton Convenient Market to other stores in the  
23 area.
- 24 c. Data used by the FNS to compare EBT transactions at Compton  
25 Convenient Market to other stores in the area.

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27 <sup>1</sup> The Privacy Act generally prohibits Defendant from disclosing “records” of  
28 individuals without their consent. *See* 5 U.S.C. § 552a(a)(4), (b). Disclosure is  
permitted, however, if made “pursuant to the order of a court of competent jurisdiction.”  
*Id.* § 552a(b)(11).

- 1 d. Policy Memo 96-02, *Taking Administrative Action Against Violating*  
2 *EBT Stores Based on Transaction Data*. This document will be  
3 provided without the attachment, a sample charge letter, which  
4 contains protected personnel information regarding a business and  
5 individual not at issue in this case.
- 6 e. Policy Memo 00-02, *Charge Letters Issued to Violating EBT Stores*  
7 *Based on ALERT (Anti-Fraud Locator Using Retailer*  
8 *Transactions)/EBT (Electronic Benefit Transfer) Transaction Data*  
9 *(Addendum to 96-02 and 98-01)*.
- 10 f. Compliance 4-1, Identification & Analysis of Potential Program  
11 Violators, Origination Date April 2012.
- 12 g. Compliance 4-2, Complaints and SLEBS, Origination Date April  
13 2012.
- 14 h. Compliance 4-3, EBT Analysis Case, Origination Date March 2009.
- 15 i. Compliance 4-7, Administrative and Judicial Review, Origination  
16 date June 2009.

17 C. The parties submit that the need for disclosure of the foregoing categories  
18 of documents and information outweighs any potential harm to nonparties, provided that  
19 appropriate safeguards are imposed and that the disclosed documents and information  
20 are used solely in this litigation.

21 D. This Stipulation permits Defendant to produce the specified documents and  
22 information, but does not require production.

23 E. This Stipulation is not intended to affect the rights of any party to object to  
24 discovery pursuant to the Federal Rules of Civil Procedure or other authority, nor is it  
25 intended to alter any burden of proof regarding the assertion of a privilege.

26 F. Neither the Stipulation nor Protective Order constitutes a ruling on whether  
27 a particular document or category of information is discoverable or admissible.  
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1 G. Nothing in this Stipulation prohibits a party from seeking further protection  
2 by a Court-approved stipulation or applying to the Court directly.

3 H. Nothing in this Stipulation waives the right of Defendant to use, disclose, or  
4 disseminate documents or information in accordance with the provisions of the Privacy  
5 Act or other statutes, regulations, or policies.

6 I. The Department of Justice, the United States Attorney's Office, and the  
7 United States Department of Agriculture shall bear no responsibility or liability for any  
8 disclosure made pursuant to the Protective Order sought by this Stipulation.

9 II. Disclosure and Use of Protected Material

10 1. Documents produced pursuant to the Protective Order shall be designated  
11 by stamping "Confidential" on the pages of the document. Other than first and last  
12 names, addresses and work phone numbers, personally identifiable information shall be  
13 redacted.

14 2. If Defendant believes that a response to an informal or formal discovery  
15 request concerns the categories of documents and information subject to the Protective  
16 Order, counsel will designate that response as subject to the Protective Order by  
17 interposing the phrase "Confidential" prior to the response.

18 3. The documents and information designated as subject to the Protective  
19 Order ("Protected Material") are to be used solely for the purpose of this litigation and  
20 not for any other purpose whatsoever.

21 4. Protected Material may be disclosed only to:  
22 a. Counsel of record for the plaintiffs; and  
23 b. experts, if any, who are retained or consulted by the parties for the  
24 purposes of providing testimony or performing other services relating to this action,  
25 provided that they execute and file with the Court the attached Agreement to be Bound  
26 by Protective Order.

27 5. No party shall lodge or filed documents, pleadings, transcripts, or other  
28 materials in this litigation that contain or disclose Protected Material without obtaining

1 Court approval to lodge or file the Protected Material under seal pursuant to Local Rule  
2 79-5.1 All documents, pleadings, transcripts, or other materials lodged or filed in this  
3 litigation (including any appeal) that contain or disclose Protected Material must be  
4 submitted under seal. All deposition transcripts that contain or disclose Protected  
5 Material must be maintained under seal and subject to the Protective Order even if they  
6 are not lodged or filed with the Court.

7 6. In the event that a document protected by the attorney-client privilege, the  
8 attorney work product doctrine or other applicable privilege or protection is  
9 unintentionally produced by Defendant, Defendant may request that the document be  
10 returned. In the event that such a request is made, all recipients shall promptly return all  
11 copies of the document in their possession, custody, or control to the Defendant and shall  
12 not retain or make any copies of the document or any documents derived from such  
13 document. The unintentional disclosure of a privileged or otherwise protected  
14 document shall not constitute a waiver of the privilege or protection with respect to that  
15 document or any other documents involving the same or similar subject matter.

16 7. If Plaintiffs' attorneys learn that, by inadvertence or otherwise, they have  
17 disclosed Protected Material to any person or in any circumstance not authorized under  
18 this Stipulated Protective Order, they must immediately (a) notify Defendant in writing  
19 of the unauthorized disclosures, (b) use their best efforts to retrieve all unauthorized  
20 copies of the Protected Material, (c) inform the person or persons to whom unauthorized  
21 disclosures were made of all the terms of this Order, and (d) request such person or  
22 persons to execute the attached Agreement to be Bound by Protective Order.

23 8. Within 30 days of the termination of this litigation (including any appeal),  
24 Plaintiffs' counsel of record must return to Defendant all originals or duplicates (as  
25 defined by Federal Rule of Evidence 1001) of Protected Material, not including  
26 documents filed with the Court. Plaintiffs' counsel must notify the District Court in  
27 writing that all Protected Material has been returned to Defendant. If Plaintiffs' counsel  
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1 fails to do so, Defendant may immediately file a notice of noncompliance to obtain from  
2 the Court an Order to Show Cause why sanctions should not be imposed.

3 9. The parties agree to the foregoing provisions in both form and substance,  
4 and consent to entry of the concurrently filed [Proposed] Protective Order.  
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6 DATED: January 23, 2018.  
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8 **METROPOLITAN LAW GROUP, PLLC**

9 /s/  
10 **ANDREW Z. TAPP**

11 Attorneys for Plaintiffs


12 DATED: January 23, 2018.  
13

14 NICOLA T. HANNA  
15 United States Attorney  
16 DOROTHY A. SCHOUTEN  
17 Assistant United States Attorney  
18 Chief, Civil Division  
19 ROBYN-MARIE LYON MONTELEONE  
20 Assistant United States Attorney  
21 Chief, General Civil Section

22 /s/ *Monica L. Miller*  
23 **MONICA L. MILLER**  
24 Assistant United States Attorney

25 Attorneys for Defendant  
26 United States of America

27 IT IS SO ORDERED.  
28 DATED: January 26, 2018

  
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Patrick J. Walsh  
Chief U.S. Magistrate Judge

1 **EXHIBIT A**

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3 NICOLA T. HANNA  
United States Attorney  
4 DOROTHY A. SCHOUTEN  
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**AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

22 Honorable Percy Anderson  
23 United States District Judge

24 The undersigned, having read and fully understood the terms of the Protective Order  
25 entered by the Court in the above-captioned action, hereby agrees to be bound thereby.  
26 The undersigned agrees that Protected Material, as defined in the Joint Stipulation for  
27 Protective Order, may be used only in this litigation and not for any other purpose  
28 whatsoever. The undersigned agrees not to disseminate or disclose Protected Material or

1 the contents thereof. If an original or reproduction of the Protected Material has been  
2 provided to the undersigned pursuant to the Protective Order, it shall be returned by the  
3 undersigned within 10 days to counsel requesting the return or within 10 days of the  
4 conclusion of any work performed by the undersigned in this litigation.

5 Dated:

6 \_\_\_\_\_  
7 Name

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9 Signature

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