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15
16 UNITED STATES DISTRICT COURT
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA
18 WESTERN DIVISION

19 ANA M. CASTRO, an individual,

20 Plaintiff,

21 v.

22 UNITED STATES OF AMERICA, et
al.,

23 Defendants,
24

Case No. EDCV 19-8579 ODW (RAOx)

STIPULATED PROTECTIVE ORDER

25
26 1. A. PURPOSES AND LIMITATIONS

27 Discovery in this action is likely to involve production of confidential, proprietary,
28 or private information for which special protection from public disclosure and from use

1 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
2 parties hereby stipulate to and petition the Court to enter the following Stipulated
3 Protective Order. The parties acknowledge that this Order does not confer blanket
4 protections on all disclosures or responses to discovery and that the protection it affords
5 from public disclosure and use extends only to the limited information or items that are
6 entitled to confidential treatment under the applicable legal principles. The parties further
7 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
8 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
9 the procedures that must be followed and the standards that will be applied when a party
10 seeks permission from the court to file material under seal.

11
12 B. GOOD CAUSE STATEMENT

13 Good cause exists for this protective order. This action is likely to involve internal
14 agency documents, personally identifiable and confidential information of governmental
15 employees who are not parties to this action, and information otherwise protected from
16 disclosure by the Privacy Act, 5 U.S.C. § 552a, for which special protection from public
17 disclosure and from use for any purpose other than prosecution of this action is warranted.
18 Such confidential and proprietary materials and information consist of, confidential
19 agency documents and personnel files, information concerning the identification and
20 personal, employment, and training history of specified employees, and information
21 otherwise protected by the Privacy Act or generally unavailable to the public, or which
22 may be privileged or otherwise protected from disclosure under state or federal statutes,
23 court rules, case decisions, or common law. Accordingly, to expedite the flow of
24 information, to facilitate the prompt resolution of disputes over confidentiality of
25 discovery materials, to adequately protect information the parties are entitled to keep
26 confidential, to ensure that the parties are permitted reasonable necessary uses of such
27 material in preparation for and in the conduct of trial, to address their handling at the end
28 of the litigation, and serve the ends of justice, a protective order for such information is

1 justified in this matter. It is the intent of the parties that information will not be designated
2 as confidential for tactical reasons and that nothing be so designated without a good faith
3 belief that it has been maintained in a confidential, non-public manner, and there is good
4 cause why it should not be part of the public record of this case.

5
6 2. DEFINITIONS

7 2.1 Action: *Ana Castro v. United States of America*, No. CV 19-8579 ODW
8 (RAOx) (C.D. Cal.).

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
12 is generated, stored or maintained) or tangible things that qualify for protection under
13 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or items
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other
21 things, testimony, transcripts, and tangible things), that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action. House
27 Counsel does not include Outside Counsel of Record or any other outside counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or other

1 legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
3 this Action but are retained to represent or advise a party to this Action and have appeared
4 in this Action on behalf of that party or are affiliated with a law firm which has appeared
5 on behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
10 Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
14 their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is designated
16 as “CONFIDENTIAL.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
18 a Producing Party.

19
20 3. SCOPE

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

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

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
12 Party or Non-Party that designates information or items for protection under this Order
13 must take care to limit any such designation to specific material that qualifies under the
14 appropriate standards. The Designating Party must designate for protection only those
15 parts of material, documents, items, or oral or written communications that qualify so that
16 other portions of the material, documents, items, or communications for which protection
17 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this
26 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
27 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
28 must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

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

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

20 (b) for testimony given in depositions that the Designating Party identify
21 the Disclosure or Discovery Material on the record, before the close of the deposition all
22 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 the
25 exterior of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
27 the Producing Party, to the extent practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure

1 to designate qualified information or items does not, standing alone, waive the Designating
2 Party's right to secure protection under this Order for such material. Upon timely
3 correction of a designation, the Receiving Party must make reasonable efforts to assure
4 that the material is treated in accordance with the provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
7 of confidentiality at any time that is consistent with the Court's Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
9 process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
12 harass or impose unnecessary expenses and burdens on other parties) may expose the
13 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
14 confidentiality designation, all parties shall continue to afford the material in question the
15 level of protection to which it is entitled under the Producing Party's designation until the
16 Court rules on the challenge.

17
18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this Action
21 only for prosecuting, defending, or attempting to settle this Action. Such Protected
22 Material may be disclosed only to the categories of persons and under the conditions
23 described in this Order. When the Action has been terminated, a Receiving Party must
24 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

28 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise

1 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
2 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

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

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

27 (i) any mediator or settlement officer, and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1
2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
3 OTHER LITIGATION

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

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

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

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action as
17 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
18 issued, unless the Party has obtained the Designating Party’s permission. The Designating
19 Party shall bear the burden and expense of seeking protection in that court of its
20 confidential material and nothing in these provisions should be construed as authorizing
21 or encouraging a Receiving Party in this Action to disobey a lawful directive from another
22 court.

23
24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
25 IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
28 produced by Non-Parties in connection with this litigation is protected by the remedies

1 and relief provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is subject
5 to an agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the Receiving Party may
17 produce the Non-Party's confidential information responsive to the discovery request. If
18 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
19 information in its possession or control that is subject to the confidentiality agreement with
20 the Non-Party before a determination by the court. Absent a court order to the contrary,
21 the Non-Party shall bear the burden and expense of seeking protection in this court of its
22 Protected Material.

23
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
28 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all

1 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
2 unauthorized disclosures were made of all the terms of this Order, and (d) request such
3 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
4 attached hereto as Exhibit A.

5
6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

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

17
18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
20 to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
22 Order no Party waives any right it otherwise would have to object to disclosing or
23 producing any information or item on any ground not addressed in this Stipulated
24 Protective Order. Similarly, no Party waives any right to object on any ground to use in
25 evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
27 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
28 under seal pursuant to a court order authorizing the sealing of the specific Protected

1 Material at issue. If a Party's request to file Protected Material under seal is denied by the
2 court, then the Receiving Party may file the information in the public record unless
3 otherwise instructed by the court.
4

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60 days
7 of a written request by the Designating Party, each Receiving Party must return all
8 Protected Material to the Producing Party or destroy such material. As used in this
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected Material.
11 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
12 a written certification to the Producing Party (and, if not the same person or entity, to the
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where
14 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
15 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
16 other format reproducing or capturing any of the Protected Material. Notwithstanding this
17 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
18 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition
19 and trial exhibits, expert reports, attorney work product, and consultant and expert work
20 product, even if such materials contain Protected Material. Any such archival copies that
21 contain or constitute Protected Material remain subject to this Protective Order as set forth
22 in Section 4 (DURATION).

23 //
24 //
25 //
26 //
27 //
28 //

1 14. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.
3

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 DATED ___ 11/18/2020 _____
7

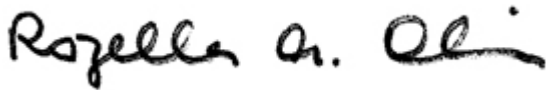
8 /s/ Alexandra T. Steele
9 Attorneys for Plaintiff

10 DATED: __ 11.16.2020 _____
11

12 /s/ Joseph A. Darrow
13 Attorneys for Defendant
14
15

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
17

18 DATED: November 19, 2020
19

20 
21

22 Hon, Rozella A. Oliver
23 United States Magistrate Judge
24
25
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued by
6 the United States District Court for the Central District of California on [date] in the case
7 of *Ana Castro v. United States of America*, No. CV 19-8579 ODW (RAOx). I agree to
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I
9 understand and acknowledge that failure to so comply could expose me to sanctions and
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any
12 person or entity except in strict compliance with the provisions of this Order.

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

20 Date: _____

21
22 City and State where sworn and signed: _____

23 Printed name: _____

24 Signature: _____