

1 KAI PETERS (SBN: 198516)  
 kpeters@grsm.com  
 2 GORDON REES SCULLY MANSUKHANI, LLP  
 275 Battery Street, Suite 2000  
 3 San Francisco, CA 94111  
 Telephone: (415) 875-3179  
 4 Facsimile: (415) 986-8054

5 SARA M. TURNER (*Pro Hac Vice*)  
 smturner@bakerdonelson.com  
 6 BAKER, DONELSON, BEARMAN  
 CALDWELL & BERKOWITZ, PC  
 420 20th Street North, Suite 1400  
 7 Birmingham, Alabama 35203  
 Telephone: (205) 328-0480  
 8 Facsimile: (205) 322-8007

9 Attorneys for Defendant  
 10 CHOICE HOTELS INTERNATIONAL, INC.

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

14 S.G., an individual,  
 15 Plaintiff,  
 16 v.  
 17  
 18 VAGABOND INN CORP.; CHOICE  
 HOTELS INTERNATIONAL, INC.;  
 19 AND WYNDHAM HOTELS &  
 20 RESORTS, INC.,  
 21 Defendants.

Case No. 8:21-cv-00955-SSS-KESx

**ORDER GRANTING STIPULATED  
 PROTECTIVE ORDER AS TO  
 IDENTITY OF PLAINTIFF S.G.  
 (Doc. #144)**

**HEARING: N/A**  
**TIME: N/A**  
**JUDGE: HON. SUNSHINE S.  
 SYKES**

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 25 On April 11, 2023, the Parties filed a stipulation seeking the entry of a proposed  
 26 protective order pursuant to Local Rule 7.1 relating to the use and disclosure of the  
 27 identity of Plaintiff, who—for purposes of pre-trial public filings—is proceeding by  
 28 pseudonym.

1 The Court, having considered the Parties' proposed stipulated protective order,  
2 hereby GRANTS the stipulated protective order and ORDERS as follows:

3 1. Immediately upon the entry of this Order, Plaintiff shall provide  
4 Defendants with (1) Plaintiff's full name, maiden name, alias names used at any time,  
5 and date of birth ("Plaintiff's Identity"); and (2) the full name(s) of Plaintiff's alleged  
6 trafficker(s), maiden names, aliases used at any time, date(s) of birth, and last known  
7 contact information ("Traffickers' Identity"), and the corresponding information for  
8 the affiliates of any alleged traffickers. Disclosures will be made to the extent they are  
9 known to or recalled by Plaintiff or within her care, custody, or control or that of her  
10 counsel. If the identity of Plaintiff's trafficker(s) or any of the trafficker(s)' affiliates,  
11 or any other details, become known to Plaintiff or her counsel after her initial  
12 disclosures, Plaintiff will supplement her disclosures.

13 2. Notwithstanding anything in this Order, Defendants expressly reserve their  
14 rights to request from Plaintiff during the course of discovery any other information  
15 that is related to Plaintiff's Identity or that of her alleged trafficker(s), such as, but not  
16 limited to, any medical, educational, financial, employment, or other information.  
17 Relatedly, Plaintiff agrees that nothing in this Protective Order relieves Plaintiff of the  
18 obligation to produce any discoverable documents or information that Plaintiff would  
19 otherwise be required to produce in the normal course of discovery. The protections  
20 conferred by this stipulation do not cover information that is in the public domain or  
21 becomes part of the public domain through trial or otherwise.

22 3. The Parties agree that Plaintiff is permitted to proceed pseudonymously  
23 throughout the pre-trial course of these proceedings without prejudice as to Defendants  
24 seeking relief from such protection. The Parties exclusively will reference the Plaintiff  
25 through the pseudonym "S.G." or as "Plaintiff" in all public filings, throughout the  
26 course of discovery, and in all pre-trial Court proceedings until the time of trial. The  
27 Parties dispute whether the use of a pseudonym is appropriate at trial (in documents or  
28 otherwise) and agree to revisit the issue at the time of trial.

1           4. The Parties shall generally keep Plaintiff's Identity confidential in  
2 accordance with this Order until the time of trial and until the Court has ruled upon this  
3 issue. Notwithstanding the foregoing, the Parties may only disclose Plaintiff's Identity  
4 to the following:

5           a. The Parties, including the current employees, officers, and  
6 representatives of the Parties, as reasonably needed to litigate or investigate any  
7 claims or defenses, provided that such individuals are advised that Plaintiff's  
8 Identity is to be kept confidential as set forth herein;

9           b. Former employees, officers, and representatives of the Parties as  
10 reasonably needed to litigate any claims or defenses, provided that such individuals  
11 are advised that Plaintiff considers the matters raised in this action to be sensitive  
12 and, therefore, requests that witnesses act with discretion;

13           c. Counsel for the Parties and employees, agents, and  
14 representatives of counsel as reasonably needed to litigate any claims or defenses;

15           d. Insurers for the Parties and employees, agents, and representatives  
16 of the insurers as needed to investigate the Action, and only after each person has  
17 agreed to keep the information confidential by signing the form attached as Exhibit  
18 A;

19           e. The Court, Court personnel, and members of the jury;

20           f. Court reporters, recorders, and videographers engaged for  
21 depositions;  
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23           g. Any mediator appointed by the Court or jointly selected by the  
24 Parties;

25           h. Any Expert, outside consultant, or investigator retained by the  
26 Parties or Outside Counsel of Record specifically in connection with this Action,  
27 and only after each person has agreed to keep the information confidential by signing  
28

1 the form attached as Exhibit A;

2 i. Professional Vendors and other independent providers of  
3 document production, electronic discovery, or other litigation services, including  
4 focus groups, retained or employed specifically in connection with this litigation;

5 j. Government agencies and agency personnel, but only to the extent  
6 that the disclosure of Plaintiff's Identity is reasonably needed to investigate or  
7 litigate any claims or defenses or to comply with any legal obligations or  
8 requirements;

9 k. Any potential, anticipated, or actual fact witnesses (except the  
10 alleged trafficker, *see infra* § 5), but only to the extent that the disclosure of  
11 Plaintiff's Identity is reasonably needed to investigate or litigate any claims or  
12 defenses, and provided that (i) any such witness shall not retain copies of any  
13 documents produced by Plaintiff reflecting Plaintiff's Identity that may be provided  
14 by the parties to a witness; and (ii) such witnesses are advised that Plaintiff considers  
15 the matters raised in this action to be sensitive and, therefore, requests that witnesses  
16 act with discretion; and

17 l. Such other persons as hereafter may be designated by written  
18 agreement in this Action or by order of the Court.

19 5. Defendants shall refrain from disclosing Plaintiff's Identity to the  
20 alleged trafficker for a period of thirty (30) days from the date this Protective Order  
21 is entered by the Court, during which time Plaintiff may file a motion for a separate  
22 protective order governing the disclosure of Plaintiff's Identity to the alleged  
23 trafficker. In the event Plaintiff timely files such a motion, Plaintiff's Identity shall  
24 not be disclosed to the alleged trafficker until such time as Plaintiff's motion is  
25 resolved by the Court. If such a motion is not timely filed, the disclosure of  
26 Plaintiff's Identity to the alleged trafficker shall be governed by the terms of Section  
27 4(k).

28 6. This Protective Order is voided by any intentional act of the anonymous

1 Plaintiff (or her counsel) to communicate with the media, including to author news  
2 articles, provide interviews to media, author books, or request media appearances at  
3 court proceedings.

4 7. Nothing in this Protective Order authorizes the filing of protected  
5 information under seal. Thus, the Parties may file a motion seeking the Court's  
6 permission to file documents that are necessarily unredacted under seal in  
7 accordance with the Local Rules for the United States District Court for the Central  
8 District of California.

9 8. All Parties and any third parties appearing or submitting filings in this  
10 case are required to redact Plaintiff's Identity in their filings with the Court or use  
11 the pseudonym "S.G." or "Plaintiff".

12 9. The Parties will comply with the good faith meet-and-confer  
13 requirement in Fed. R. Civ. P. 37(a)(1) prior to seeking judicial intervention if there  
14 are any disputes relating to this Protective Order.

15 10. Nothing in this Protective Order abridges the right of any Party to seek its  
16 modification by the Court in the future. Furthermore, this Protective Order is subject  
17 to modification *sua sponte* by Court order.

18 11. The Parties agree that the terms of this Protective Order shall survive and  
19 remain in effect after the Final Determination of the above-captioned matter. The  
20 Court shall retain jurisdiction after Final Determination of this matter to hear and  
21 resolve any disputes arising out of this Protective Order.

22 12. This Order shall be binding upon the Parties, their Outside Counsel,  
23 and their successors, executors, personal representatives, administrators, heirs, legal  
24 representatives, assigns, subsidiaries, divisions, employees, agents, retained  
25 consultants and experts, and any persons or organizations over which they have  
26 direct control.

27 13. This Court has the authority to interpret and enforce this Protective Order.  
28 All disputes concerning Protected Material, however designated, produced under the

1 protection of this Protective Order shall be resolved by this Court.

2 14. Nothing herein shall alter or change in any way the discovery provisions  
3 of the Federal Rules of Civil Procedure, the Local Rules for the Central District of  
4 California, or the Court's own orders. Identification of any individual pursuant to this  
5 Protective Order does not make that individual available for deposition or any other  
6 form of discovery outside of the restrictions and procedures of the Rules of Civil  
7 Procedure, the Local Rules, or the Court's own orders.

8  
9 IT IS SO ORDERED.

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11 Dated: April 13, 2023



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13 SUNSHINE S. SYKES  
14 United States District Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1  
2 I, \_\_\_\_\_ [print or type full name], of  
3 \_\_\_\_\_ [print or type full address], declare under  
4 penalty of perjury that I have read in its entirety and understand the Stipulated  
5 Protective Order that was issued by the United States District Court for the Central  
6 District of California on [date] in the case of *S.G. v. Vagabond Inn Incorporated, et*  
7 *al.*, Central District of California, Case No. 8:21-cv-00955-SSS-KES. 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  
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
11 in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this  
13 Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

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

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

25 Printed name: \_\_\_\_\_

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