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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

AL OTRO LADO,
Plaintiff,
v.
U.S. IMMIGRATION AND
CUSTOMS ENFORCEMENT, *et al.*,
Defendants.

No. CV 21-03462-CAS (MAAx)
STIPULATED PROTECTIVE ORDER
Hon. Maria A. Audero
United States Magistrate Judge

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 prosecuting 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 Stipulated Protective Order does not

1 confer blanket protections on all disclosures or responses to discovery and that the
2 protection it affords from public disclosure and use extends only to the limited
3 information or items that are entitled to confidential treatment under the applicable legal
4 principles. The parties further acknowledge, as set forth in Section 13.3 below, that this
5 Stipulated Protective Order does not entitle them to file confidential information under
6 seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards
7 that will be applied when a party seeks permission from the Court to file material under
8 seal.

9
10 **2. GOOD CAUSE STATEMENT**

11 This action is likely to involve business contracts containing proprietary and
12 confidential financial information (e.g., protected by the Trade Secrets Act), internal
13 communications regarding tasking of priorities (e.g., deliberative, non-final discussions
14 on government processes), and organizational charts and internal correspondence
15 identifying individuals involved in information governance and privacy (e.g., personally
16 identifiable information that, if disclosed, may lead to harassment and annoyance),
17 which Defendant contends is commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted. Such confidential and
20 proprietary materials and information consist of, among other things, confidential
21 business or financial information, information regarding confidential business practices,
22 or other confidential research, development, or commercial information (including
23 information implicating privacy rights of third parties), or which may be privileged or
24 otherwise protected from disclosure under state or federal statutes, court rules, case
25 decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
26 the prompt resolution of disputes over confidentiality of discovery materials, to
27 adequately protect information the parties are entitled to keep confidential, to ensure that

1 the parties are permitted reasonable necessary uses of such material in preparation for
2 and in the conduct of trial, to address their handling at the end of the litigation, and to
3 serve the ends of justice, a protective order for such information is justified in this
4 matter. It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good faith
6 belief that it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8
9 **3. DEFINITIONS**

10 3.1. Action: This pending federal lawsuit.

11 3.2. Challenging Party: A Party or Nonparty that challenges the
12 designation of information or items under this Stipulated Protective
13 Order.

14 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
15 how it is generated, stored or maintained) or tangible things that
16 qualify for protection under Federal Rule of Civil Procedure 26(c), and
17 as specified above in the Good Cause Statement.

18 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
19 as their support staff).

20 3.5. Designating Party: A Party or Nonparty that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 3.5. Designating Party: A Party or Nonparty that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 3.6. Disclosure or Discovery Material: All items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things),
2 that is produced or generated in disclosures or responses to discovery in this
3 matter.

- 4 3.7. Expert: A person with specialized knowledge or experience in a
5 matter pertinent to the litigation who has been retained by a Party or its
6 counsel to serve as an expert witness or as a consultant in this Action.
- 7 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
8 In-House Counsel does not include Outside Counsel of Record or any other
9 outside counsel.
- 10 3.9. Nonparty: Any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.
- 12 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
13 this Action but are retained to represent or advise a party to this Action and
14 have appeared in this Action on behalf of that party or are affiliated with a
15 law firm which has appeared on behalf of that party, and includes support
16 staff.
- 17 3.11. Party: Any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, In-House Counsel, and Outside
19 Counsel of Record (and their support staffs).
- 20 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
21 Discovery Material in this Action.
- 22 3.13. Professional Vendors: Persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or
25 medium) and their employees and subcontractors.
- 26 3.14. Protected Material: Any Disclosure or Discovery Material that is designated
27 as “CONFIDENTIAL.”

1 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
2 from a Producing Party.
3

4 **4. SCOPE**

5 The protections conferred by this Stipulated Protective Order cover not only
6 Protected Material, but also (1) any information copied or extracted from Protected
7 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
8 (3) any testimony, conversations, or presentations by Parties or their Counsel that might
9 reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Stipulated Protective Order does not govern the use of Protected Material at
12 trial.
13

14 **5. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Stipulated Protective Order shall remain in effect until a Designating
17 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
18 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
19 with or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including
21 the time limits for filing any motions or applications for extension of time pursuant to
22 applicable law.
23

24 **6. DESIGNATING PROTECTED MATERIAL**

25 6.1. Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Nonparty that designates information or items for
27 protection under this Stipulated Protective Order must take care to limit any
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1 such designation to specific material that qualifies under the appropriate
2 standards. The Designating Party must designate for protection only those
3 parts of material, documents, items, or oral or written communications that
4 qualify so that other portions of the material, documents, items, or
5 communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Stipulated Protective Order.

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

12 6.2. Manner and Timing of Designations.

13 Except as otherwise provided in this Stipulated Protective Order (see,
14 e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or
15 Discovery Material that qualifies for protection under this Stipulated
16 Protective Order must be clearly so designated before the material is
17 disclosed or produced.

18 Designation in conformity with this Stipulated Protective Order
19 requires the following:

- 20 (a) For information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial
22 or trial proceedings), that the Producing Party affix at a minimum, the
23 legend “CONFIDENTIAL” to each page that contains protected
24 material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify
26 the protected portion(s) (e.g., by making appropriate markings in the
27 margins).

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

- 16 (b) For testimony given in depositions, that the Designating Party
17 identify the Disclosure or Discovery Material on the record, before
18 the close of the deposition, all protected testimony.
- 19 (c) For information produced in nondocumentary form, and for any other
20 tangible items, that the Producing Party affix in a prominent place on
21 the exterior of the container or containers in which the information is
22 stored the legend “CONFIDENTIAL.” If only a portion or portions
23 of the information warrants protection, the Producing Party, to the
24 extent practicable, shall identify the protected portion(s).

25 6.3. Inadvertent Failure to Designate.

26 If timely corrected, an inadvertent failure to designate qualified
27 information or items does not, standing alone, waive the Designating
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1 Party's right to secure protection under this Stipulated Protective Order for
2 such material. Upon timely correction of a designation, the Receiving Party
3 must make reasonable efforts to assure that the material is treated in
4 accordance with the provisions of this Stipulated Protective Order.
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6 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 7.1. Timing of Challenges.

8 Any Party or Nonparty may challenge a designation of confidentiality
9 at any time that is consistent with the Court's Scheduling Order.

10 7.2. Meet and Confer.

11 The Challenging Party shall initiate the dispute resolution process,
12 which shall comply with Local Rule 37.1 et seq., and with Section 4 of
13 Judge Audero's Procedures ("Mandatory Telephonic Conference for
14 Discovery Disputes").¹

15 7.3. Burden of Persuasion.

16 The burden of persuasion in any such challenge proceeding shall be
17 on the Designating Party. Frivolous challenges, and those made for an
18 improper purpose (e.g., to harass or impose unnecessary expenses and
19 burdens on other parties) may expose the Challenging Party to sanctions.
20 Unless the Designating Party has waived or withdrawn the confidentiality
21 designation, all parties shall continue to afford the material in question the
22 level of protection to which it is entitled under the Producing Party's
23 designation until the Court rules on the challenge.
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27 ¹ Judge Audero's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>

1 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

2 8.1. Basic Principles.

3 A Receiving Party may use Protected Material that is disclosed or produced
4 by another Party or by a Nonparty in connection with this Action only for
5 prosecuting, defending, or attempting to settle this Action. Such Protected
6 Material may be disclosed only to the categories of persons and under the
7 conditions described in this Stipulated Protective Order. When the Action reaches
8 a final disposition, a Receiving Party must comply with the provisions of Section
9 14 below.

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Stipulated Protective Order.

13 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

14 Unless otherwise ordered by the Court or permitted in writing by the
15 Designating Party, a Receiving Party may disclose any information or item
16 designated “CONFIDENTIAL” only to:

- 17 (a) The Receiving Party’s Outside Counsel of Record, as well as employees of
18 said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this Action;
- 20 (b) The officers, directors, and employees (including In-House Counsel)
21 of the Receiving Party to whom disclosure is reasonably necessary
22 for this Action;
- 23 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
24 for this Action and who have signed the “Acknowledgment and Agreement
25 to Be Bound” (Exhibit A);
- 26 (d) The Court and its personnel;
- 27 (e) Court reporters and their staff;

- 1 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary or this Action and who have
3 signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 4 (g) The author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the
6 information;
- 7 (h) During their depositions, witnesses, and attorneys for witnesses, in the
8 Action to whom disclosure is reasonably necessary provided:
9 (i) the deposing party requests that the witness sign the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A); and
11 (ii) the witness will not be permitted to keep any confidential information
12 unless they sign the “Acknowledgment and Agreement to Be Bound,”
13 unless otherwise agreed by the Designating Party or ordered by the Court.
14 Pages of transcribed deposition testimony or exhibits to depositions that
15 reveal Protected Material may be separately bound by the court reporter and
16 may not be disclosed to anyone except as permitted under this Stipulated
17 Protective Order; and
- 18 (i) Any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement
20 discussions.

21

22 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
23 **IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation that
25 compels disclosure of any information or items designated in this Action as
26 “CONFIDENTIAL,” that Party must:
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- 1 (a) Promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;
- 3 (b) Promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Stipulated Protective Order. Such
6 notification shall include a copy of this Stipulated Protective Order; and
- 7 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.

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

17

18 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 10.1. Application.

21 The terms of this Stipulated Protective Order are applicable to
22 information produced by a Nonparty in this Action and designated as
23 “CONFIDENTIAL.” Such information produced by Nonparties in
24 connection with this litigation is protected by the remedies and relief
25 provided by this Stipulated Protective Order. Nothing in these provisions
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1 should be construed as prohibiting a Nonparty from seeking additional
2 protections.

3 10.2. Notification.

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

- 8 (a) Promptly notify in writing the Requesting Party and the Nonparty
9 that some or all of the information requested is subject to a
10 confidentiality agreement with a Nonparty;
- 11 (b) Promptly provide the Nonparty with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and
13 a reasonably specific description of the information requested; and
- 14 (c) Make the information requested available for inspection by the
15 Nonparty, if requested.

16 10.3. Conditions of Production.

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

1 **11. 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 immediately must (1) notify in writing
5 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (3) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Stipulated Protective
8 Order, and (4) request such person or persons to execute the “Acknowledgment and
9 Agreement to be Bound” (Exhibit A).

10
11 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

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

22
23 **13. MISCELLANEOUS**

24 **13.1. Right to Further Relief.**

25 Nothing in this Stipulated Protective Order abridges the right of any
26 person to seek its modification by the Court in the future.

1 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
2 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
3 correspondence; deposition and trial exhibits; expert reports; attorney work product; and
4 consultant and expert work product, even if such materials contain Protected Material.
5 Any such archival copies that contain or constitute Protected Material remain subject to
6 this Stipulated Protective Order as set forth in Section 5.

7
8 **15. VIOLATION**

9 Any violation of this Stipulated Order may be punished by any and all
10 appropriate measures including, without limitation, contempt proceedings and/or
11 monetary sanctions.

12
13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14 Dated: August 8, 2024

Respectfully submitted,

AL OTRO LADO, INC.

17 /s/ Jeremy Jong
18 JEREMY JONG

19 Attorneys for Plaintiff
20 Al Otro Lado, Inc.

1 Dated: August 8, 2024

E. MARTIN ESTRADA
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, Complex and Defensive Litigation
Section

8 /s/ Paul B. La Scala

9 PAUL B. LA SCALA
10 Assistant United States Attorney

11 Attorneys for Defendant
12 U.S. Immigration and Customs Enforcement

13
14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15
16
17 Dated: August 13, 2024


18 _____
19 Maria A. Audero
20 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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2
3 I, _____ [full name], of _____
4 _____ [address], declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the United
6 States District Court for the Central District of California on _____[date] in the
7 case of [case name and number]. I agree to comply with and to be bound by all the terms
8 of this Stipulated Protective Order, and I understand and acknowledge that failure to so
9 comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is
11 subject to this Stipulated Protective Order to any person or entity except in strict
12 compliance with the provisions of this Stipulated Protective 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 _____ [full name]
17 of _____[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
21 Signature: _____

22
23 Printed Name: _____

24
25 Date: _____

26
27 City and State Where Sworn and Signed: _____