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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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11 IMMIGRANT DEFENDERS LAW
12 CENTER, *et al.*,

13 Plaintiffs,

14 v.

15 ALEJANDRO MAYORKAS, *et al.*,

16 Defendants.
17

Case No. 2:20-cv-09893-JGB-SHK

STIPULATED PROTECTIVE ORDER

18 1. A. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential, proprietary,
20 or private information for which special protection from public disclosure and from use
21 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
22 parties hereby stipulate to and petition the Court to enter the following Stipulated
23 Protective Order. The parties acknowledge that this Order does not confer blanket
24 protections on all disclosures or responses to discovery and that the protection it affords
25 from public disclosure and use extends only to the limited information or items that are
26 entitled to confidential treatment under the applicable legal principles. The parties further
27 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
28 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth

1 the procedures that must be followed and the standards that will be applied when a party
2 seeks permission from the court to file material under seal.

3
4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve personal identifying information (“PII”) and
6 implicate privacy rights of the Parties, Class Members, and Non-Parties, including but not
7 limited to PII relating to the names, countries of origin, A-Numbers, current and former
8 addresses, and family relations of persons who have been subjected to MPP 1.0, and
9 information contained in or pertaining to applications for asylum, withholding of removal,
10 or protection under the Convention Against Torture that would otherwise be protected
11 from unilateral disclosure by the government under statute, regulation, or policy, including
12 without limitation 8 C.F.R. §§ 208.6 and 1208.6. Accordingly, to expedite the flow of
13 information, including information in Defendants’ possession, custody, or control
14 regarding Class Members’ identities, to facilitate the prompt resolution of disputes over
15 confidentiality of discovery materials, to adequately protect information the parties are
16 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary
17 uses of such material in preparation for and in the conduct of trial, to address their handling
18 at the end of the litigation, and to serve the ends of justice, a protective order for such
19 information is justified in this matter. It is the intent of the parties that information will
20 not be designated as confidential for tactical reasons and that nothing will be so designated
21 without a good faith belief that it has been maintained in a confidential, non-public manner
22 and there is good cause why it should not be part of the public record of this case.

23 As used in this Protective Order, the term “CONFIDENTIAL” Information includes
24 the following:

25 (a) PII related to Plaintiffs, Class Members, and Non-Parties who are currently or
26 formerly were in the custody of the U.S. Government, including information that is
27 protected by the Privacy Act, 5 U.S.C. § 552a, or would be protected by the Privacy Act,
28 if the subject of the information had been a U.S. citizen or a person lawfully admitted for

1 permanent residence, as well as the names, telephone and fax numbers, and electronic mail
2 addresses of federal government employees;¹

3 (b) Any and all documents, information, or items containing any information that
4 is protected from disclosure by the Government under 8 C.F.R. §§ 208.6 or 1208.6,
5 including, but not limited to, any material that indicates that an individual has applied for
6 asylum, withholding of removal, or protection under the Convention Against Torture in
7 the United States, and any non-refoulement interviews;

8 (c) Information including but not limited to that contained in or pertaining to an
9 individual's: (1) asylum, refugee, credible fear, or reasonable fear claims, applications,
10 interviews, determinations, or reviews—including applications for relief under the
11 Convention Against Torture ("CAT"); (2) non-refoulement interviews; (3) legalization
12 applications under 8 U.S.C. § 1255a; (4) Special Agricultural Worker applications under
13 8 U.S.C. § 1160; (5) applications for temporary protected status ("TPS") under 8 U.S.C.
14 § 1254a; (6) information contemplated by 8 U.S.C. § 1186a(c)(4)(C) concerning any
15 abused alien spouse or child, including information regarding the whereabouts of such
16 spouse or child (see 8 C.F.R. §§ 216.5(a)(1)(iii) and 1216.5(a)(1)(iii); 8 U.S.C. §
17 1154(a)(1)(A)(iii), (iv), (v), and (vi); 8 U.S.C. § 1154(a)(1)(B)(ii), (iii) and (iv)); (7)
18 information protected by 8 U.S.C. § 1367; and §§ 1202(f), 1304(b), and 1367(a)(2),
19 22 U.S.C. § 7105(c)(1)(C); 8 C.F.R. §§ 208.6, 210.2(e), 214.11(e), 245a.2(t), 245a.3(n),
20 245a.21, 1003.27(b)-(d), 1003.46, and 1208.6;

21 (d) Any sensitive, but unclassified, records regarding law enforcement activities
22 and operations, internal policies, processes and procedures, training materials, staffing,
23 priorities, resources, intelligence, methods, and internal investigations, which contain
24 information that is law enforcement sensitive and may be designated as limited official
25

26 ¹ Information may be personally identifiable even if usual identifying information
27 (such as full name, date of birth, identifying number(s), current and former addresses, or
28 biometric data) is redacted. If the information can be used to identify the individual, it
should be considered individually identifiable—for example, height, weight, and
location may be grouped together to identify an individual; or location of custody in
addition to dates of custody and initials may be sufficient to identify an individual.

1 use or for official use only information for instance, (a) records that contain tactical and
2 other information related to law enforcement activities not made available by the
3 Government to the general public that could be adversely used to circumvent law
4 enforcement efforts or (b) information that may be protected from public disclosure under
5 the Freedom of Information Act, 5 U.S.C. § 552, et seq., under the exemption found at 5
6 U.S.C. § 552(b)(7)(E), and is not subject to law enforcement privilege or other restrictions
7 on disclosure;

8 (e) The names, telephone numbers, fax numbers, and electronic mail addresses of
9 federal government employees;

10 (f) Information and documents (1) shared between a Non-Party and the
11 Government with the mutual understanding that such information and documents would
12 be protected from disclosure, as well as information and documents (2) created in whole
13 or in part by a Non-Party or Non-Parties to the extent that such information and documents
14 (a) contain PII or other private or proprietary information regarding Non-Parties, or (b)
15 had been marked confidential by the Non-Parties, all of which shall be deemed to be
16 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
17 information within the meaning of Section 9(b) of this Order and shall be subject to the
18 provisions of Section 9 of this Order; and

19 (g) All other protected documents, information or tangible things not identified
20 above that the Parties agree in writing or the Court orders qualify for protection under
21 Federal Rule of Civil Procedure 26(c).

22 The Parties do not waive their right to assert other or further privileges over the
23 information and redact such information. For instance, Defendants may withhold or redact
24 information that is subject to a claim of privilege such as withholding classified national
25 security information or withholding or redacting any other information subject to a claim
26 of privilege or exemption from disclosure.

2. DEFINITIONS

2.1 Action: *Immigrant Defenders Law Center, et al. v. Alejandro Mayorkas, et al.*, Case No. CV 20-9893 JGB (SHKx), filed on October 28, 2020.

2.2 Agency Counsel: Attorneys who are employees of any Defendant agency, or an agency that a Defendant in this Action leads. Agency Counsel does not include Counsel of Record or any other outside counsel.

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

2.4 Class Members: all individuals in the Inactive MPP 1.0 Class, the Terminated Case Subclass, the *In Absentia* Subclass, and the Final Order Subclass, as defined in Plaintiffs' Motion for Class Certification at 3 (Dkt. No. 205-1) and the Order Granting Plaintiffs' Motion for Class Certification at 74 (Dkt. No. 261).

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

2.6 Counsel: Outside Counsel of Record, In-House Counsel, and Agency Counsel (as well as their support staff).

2.7 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

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

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

2.10 In-House Counsel: Attorneys who are employees of Plaintiff Immigrant

Defenders Law Center or Plaintiff Jewish Family Service of San Diego. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

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

2.13 Parties: Collectively, all parties to this Action, including each of their respective officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staff).

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

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

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

2.17 Protected Material: the sections of any Disclosure or Discovery Material containing “CONFIDENTIAL” Information or Items that are designated as “CONFIDENTIAL.”

2.18 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
3 that might reveal Protected Material.

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

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7 4. DURATION

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

15
16 5. DESIGNATING PROTECTED MATERIAL

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

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

28 If it comes to a Designating Party's attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this
4 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
5 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
6 must be clearly so designated before the material is disclosed or produced.

7 A Producing Party may designate material that it obtained from a Non-Party as
8 Protected Material, if the Party believes in good faith that the material qualifies as
9 “CONFIDENTIAL” Information or Items under this Order.

10 Designation in conformity with this Order requires:

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

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

1 (b) To the extent depositions are taken, the Designating Party shall identify
2 on the record the Disclosure or Discovery Material that it designates as Protected Material,
3 or shall make such designation by letter from counsel within 30 days of receipt of the
4 official deposition transcript or copy thereof (or written notification that the transcript is
5 available), listing the specific pages and lines of the transcript that should be treated as
6 Protected Material. The entire deposition transcript (including any exhibits not previously
7 produced in discovery in this Action) shall be treated as Protected Material under this
8 Protective Order until the expiration of the above-referenced 30-day period for
9 designation, except that the deponent and the deponent's counsel (if any) may review the
10 transcript of his or her own deposition at any time, subject to this Protective Order and the
11 requirement of executing the certification attached as Exhibit A. After designation is made,
12 the CONFIDENTIAL Legend shall be placed on the front of the original and each copy
13 of a deposition transcript containing "CONFIDENTIAL" Information or Items. If the
14 deposition was videorecorded, the CONFIDENTIAL Legend shall be affixed to both the
15 recording storage medium (i.e., CD or DVD) and its container. The Designating Party
16 shall prepare a cover letter to accompany the transcript that identifies the specific pages
17 and lines of transcript and any exhibits designated as Protected Material. Only those pages
18 and lines and exhibits designated as Protected Material, and their corresponding portions
19 of video, if any, shall be subject to this Protective Order.

20 (c) for information produced in some form other than documentary and
21 for any other tangible items, that the Producing Party affix in a prominent place on the
22 exterior of the container or containers in which the information is stored the
23 CONFIDENTIAL Legend. If only a portion or portions of the information warrants
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
27 to designate qualified information or items does not, standing alone, waive the Designating
28 Party's right to secure protection under this Order for such material. Upon timely

1 correction of a designation, the Receiving Party must make reasonable efforts to assure
2 that the material is treated in accordance with the provisions of this Order.

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4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
6 of confidentiality at any time that is consistent with the Court's Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
8 process under Local Rule 37.1 et seq.

9 6.3 Burden of Persuasion. The burden of persuasion in any such challenge
10 proceeding shall be on the Designating Party. Frivolous challenges, and those made for an
11 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating Party has
13 waived or withdrawn the confidentiality designation, all parties shall continue to afford
14 the material in question the level of protection to which it is entitled under the Producing
15 Party's designation until the Court rules on the challenge.

16
17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this Action
20 only for prosecuting, defending, or attempting to settle this Action. Such Protected
21 Material may be disclosed only to the categories of persons and under the conditions
22 described in this Order. When the Action has been terminated, a Receiving Party must
23 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
28 ordered by the court or permitted in writing by the Designating Party, a Receiving Party

1 may disclose any information or item designated “CONFIDENTIAL” only to:

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

5 (b) the officers, directors, and employees (including Agency Counsel and
6 In-House Counsel, as applicable) of the Receiving Party to whom disclosure is reasonably
7 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 “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A); and (2) they will not be permitted to keep any Protected Material unless
22 otherwise agreed by the Designating Party or ordered by the court, provided, however,
23 that the deponent and the deponent’s counsel (if any) may review the transcript of his or
24 her own deposition before signing the transcript and any errata pages, and as otherwise
25 outlined in section 5.2(b) of this Order. Pages of transcribed deposition testimony or
26 exhibits to depositions that reveal Protected Material may be separately bound by the court
27 reporter and may not be disclosed to anyone except as permitted under this Stipulated
28 Protective Order;

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

(j) translators and other litigation support personnel;

(k) any Court of Appeals and its personnel, in the event of an appeal of any decision this Court issues with respect to this litigation;

(l) any individual to whom PII or asylum-related information solely pertains, as well as: (1) family, friends, attorneys, or representatives of the individual to whom the information solely pertains, and (2) translators, nonprofit organizations, shelters, or other organizations or individuals, where the Receiving Party's Counsel determines that disclosure is necessary to protect the rights of a Plaintiff, Class Member, or prospective Class Member;

(m) any person with whom an individual affirmatively consents, in writing, to share that individual's PII or asylum-related information; and

(n) any other person mutually authorized by the Parties' counsel to examine such information with an appropriate need to know.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

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

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

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

(c) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with the
3 subpoena or court order shall not produce any information designated in this action as
4 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
5 issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that
7 court of its confidential material and nothing in these provisions should be construed
8 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court. Nothing in this section 8 should be construed as prohibiting
10 a Receiving Party from seeking an order in the appropriate court to quash such
11 subpoena or otherwise limit the disclosure of Protected Material in the other litigation.
12

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
14 IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the remedies
18 and relief provided by this Order. Nothing in these provisions should be construed as
19 prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s information in the Party’s possession, and the Party is subject to an
22 agreement with the Non-Party not to produce the Non-Party’s confidential information,
23 then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality agreement
3 with a Non-Party;

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

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

9 (c) If the Non-Party fails to seek a protective order from this court within
10 14 days of receiving the notice and accompanying information, the Receiving Party may
11 produce the Non-Party's confidential information responsive to the discovery request. If
12 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
13 information in its possession or control that is subject to the confidentiality agreement with
14 the Non-Party before a determination by the court. Absent a court order to the contrary,
15 the Non-Party shall bear the burden and expense of seeking protection in this court of its
16 Protected Material.

17
18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve or
23 confirm the destruction of all unauthorized copies of the Protected Material, (c) inform the
24 person or persons to whom unauthorized disclosures were made of all the terms of this
25 Order, and (d) request such person or persons to execute the "Acknowledgment and
26 Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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

12. MISCELLANEOUS

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

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

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

12.4 The Parties agree that this protective order, and any limitations or restrictions contained herein:

1 (a) shall not preclude any party from disclosing information that is: (1) publicly
2 available from a document or documents that are not subject to this protective order, or
3 (2) independently obtained by a Party through lawful means; and

4 (b) shall not preclude Class Counsel from making contact with Class Members or
5 prospective Class Members based on information obtained under this protective order,
6 although Class Counsel may not share or release PII or confidential information to Class
7 Members other than the individual to whom the information respectively pertains.

8 12.5 This order shall be binding upon present and future parties to this case—
9 including any appeal of any decision(s) of this Court with respect to this litigation.

10 12.6 The Parties may, by stipulation, provide for exceptions to this order.
11

12 13. FINAL DISPOSITION

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

1 in Section 4 (DURATION).

2
3 14. ENFORCEMENT:

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED 1/22/2024

9 /s/ Matthew T. Heartnev
10 Attorneys for Plaintiffs

11
12 DATED: 1/22/2024

13 /s/ Jason K. Axe
14 Attorneys for Defendant

15
16 I hereby attest that all other signatories listed, and on whose behalf the filing is
17 submitted, concur in the filing's content and have authorized the filing.

18 DATED 1/22/2024

19
20 /s/ Matthew T. Heartnev
21 Matthew T. Heartnev

22
23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: January 25, 2024


26
27 
28 Honorable Shashi H. Kewalramani
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date] in the case
of *Immigrant Defenders Law Center, et al. v. Alejandro Mayorkas, et al.*, Case No. 2:20-
cv-09893-JGB-SHK. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____