

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

JANE DOE,

Plaintiff,

V.

CISSY STEELE, AKA CISSY GERALD;
DIABOLIC VIDEO PRODUCTIONS, INC.;
BLACK ICE LTD.; ZERO TOLERANCE
ENTERTAINMENT, INC.; THIRD
DEGREE FILMS; ELEGANT ANGEL,
INC.; KNPB MEDIA B.V; 24-7 INTERNET,
INC; TUBEXXXONE.COM; WREAL, LLC;
AV ENTERTAINMENT, INC;
ASEXBOX.COM; AND EXCALIBUR
FILMS, LTD.

Defendants.

The Court recognizes that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for competitive reasons, normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order ("Order") in this action. This Order does not

1 apply to communications with law enforcement or prosecutorial agencies as part of a criminal or
2 governmental investigation.

3 The materials to be exchanged throughout the course of the litigation between the
4 parties may contain trade secret or other confidential research, technical, cost, price,
5 marketing or other commercial information, as is contemplated by Federal Rule of Civil
6 Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such
7 materials as much as practical during the litigation. THEREFORE:

8 DEFINITIONS

9 1. The term "confidential information" will mean and include information
10 contained or disclosed in any materials, including documents, portions of documents,
11 answers to interrogatories, responses to requests for admissions, trial testimony, deposition
12 testimony, and transcripts of trial testimony and depositions, including data, summaries,
13 and compilations derived therefrom that is deemed to be confidential information by any
14 party to which it belongs.

15 2. The term "materials" will include, but is not be limited to: documents;
16 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
17 material that identify customers or potential customers; price lists or schedules or other
18 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
19 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
20 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
21 compilations from which information can be obtained and translated into reasonably usable
22 form through detection devices; sketches; drawings; notes (including laboratory notebooks
23 and records); reports; instructions; disclosures; other writings; models and prototypes and
24 other physical objects.

25 3. The term "counsel" will mean outside counsel of record, and other attorneys,
26 paralegals, secretaries, and other support staff employed in the law firms identified below:

27 DiCello Levitt Gutzler LLC
28 The Haba Law Firm, P.A.
National Center on Sexual Exploitation

1 Gomez Trial Attorneys
2 Lipsitz Green Scime Cambria LLP
3 Bienert Katzman Littrell Williams LLP
4 Michael Sean Devereux

5 **GENERAL RULES**

6 4. Each party to this litigation that produces or discloses any materials, answers
7 to interrogatories, responses to requests for admission, trial testimony, deposition
8 testimony, and transcripts of trial testimony and depositions, or information that the
9 producing party believes should be subject to this Protective Order may designate the same
10 as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

11 a. Designation as "CONFIDENTIAL": Any party may designate information as
12 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
13 unrestricted disclosure of such information could be potentially prejudicial to the business
14 or operations of such party.

15 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party
16 may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in the
17 good faith belief of such party and its counsel, the information is among that considered to
18 be most sensitive by the party, including but not limited to trade secret or other confidential
19 research, development, financial or other commercial information.

20 5. In the event the producing party elects to produce materials for inspection, no
21 marking need be made by the producing party in advance of the initial inspection. For
22 purposes of the initial inspection, all materials produced will be considered as
23 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to the
24 terms of this Order. Thereafter, upon selection of specified materials for copying by the
25 inspecting party, the producing party must, within a reasonable time prior to producing
26 those materials to the inspecting party, mark the copies of those materials that contain
27 confidential information with the appropriate confidentiality marking.

28 6. Whenever a deposition taken on behalf of any party involves a disclosure of
29 confidential information of any party:

- 1 a. the deposition or portions of the deposition must be designated as
2 containing confidential information subject to the provisions of this
3 Order; such designation must be made on the record whenever possible,
4 but a party may designate portions of depositions as containing
5 confidential information after transcription of the proceedings; [A]
6 party will have until fourteen (14) days after receipt of the deposition
7 transcript to inform the other party or parties to the action of the
8 portions of the transcript to be designated "CONFIDENTIAL" or
9 "CONFIDENTIAL - FOR COUNSEL ONLY."
- 10 b. the disclosing party will have the right to exclude from attendance at
11 the deposition, during such time as the confidential information is to be
12 disclosed, any person other than the deponent, counsel (including their
13 staff and associates), the court reporter, and the person(s) agreed upon
14 pursuant to paragraph 8 below; and
- 15 c. the originals of the deposition transcripts and all copies of the
16 deposition must bear the legend "CONFIDENTIAL" or
17 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and the
18 original or any copy ultimately presented to a court for filing must not
19 be filed unless it can be accomplished under seal, identified as being
20 subject to this Order, and protected from being opened except by order
21 of this Court.

22 7. All confidential information designated as "CONFIDENTIAL" or
23 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving party
24 to anyone other than those persons designated within this order and must be handled in the
25 manner set forth below and, in any event, must not be used for any purpose other than in
26 connection with this litigation, unless and until such designation is removed either by
27 agreement of the parties, or by order of the Court.

28 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must

1 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
2 independent experts under the conditions set forth in this Paragraph. The right of any
3 independent expert to receive any confidential information will be subject to the advance
4 approval of such expert by the producing party or by permission of the Court. The party
5 seeking approval of an independent expert must provide the producing party with the name
6 and curriculum vitae of the proposed independent expert, and an executed copy of the form
7 attached hereto as Exhibit A, in advance of providing any confidential information of the
8 producing party to the expert. Any objection by the producing party to an independent
9 expert receiving confidential information must be made in writing within fourteen (14)
10 days following receipt of the identification of the proposed expert. Confidential
11 information may be disclosed to an independent expert if the fourteen (14) day period has
12 passed and no objection has been made. The approval of independent experts must not be
13 unreasonably withheld.

14 9. Information designated "confidential" must be viewed only by counsel (as
15 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
16 terms of paragraph 8), by court personnel, and by the additional individuals listed below,
17 provided each such individual has read this Order in advance of disclosure and has agreed
18 in writing to be bound by its terms:

- 19 a) Executives who are required to participate in policy decisions with
20 reference to this action;
- 21 b) Technical personnel of the parties with whom Counsel for the parties
22 find it necessary to consult, in the discretion of such counsel, in
23 preparation for trial of this action; and
- 24 c) Stenographic and clerical employees associated with the individuals
25 identified above.

26 10. With respect to material designated "CONFIDENTIAL" or
27 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the
28 document to be its originator, author or a recipient of a copy of the document, may be

1 shown the same.

2 11. All information which has been designated as "CONFIDENTIAL" or
3 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and
4 any and all reproductions of that information, must be retained in the custody of the counsel
5 for the receiving party identified in paragraph 3, except that independent experts authorized
6 to view such information under the terms of this Order may retain custody of copies such
7 as are necessary for their participation in this litigation.

8 12. Before any materials produced in discovery, answers to interrogatories,
9 responses to requests for admissions, deposition transcripts, or other documents which are
10 designated as confidential information are filed with the Court for any purpose, the party
11 seeking to file such material must seek permission of the Court to file the material under
12 seal.

13 13. At any stage of these proceedings, any party may object to a designation of
14 the materials as confidential information. The party objecting to confidentiality must
15 notify, in writing, counsel for the designating party of the objected-to materials and the
16 grounds for the objection. If the dispute is not resolved consensually between the parties
17 within seven (7) days of receipt of such a notice of objections, the objecting party may
18 move the Court for a ruling on the objection. The materials at issue must be treated as
19 confidential information, as designated by the designating party, until the Court has ruled
20 on the objection or the matter has been otherwise resolved.

21 14. All confidential information must be held in confidence by those inspecting
22 or receiving it, and must be used only for purposes of this action. Counsel for each party,
23 and each person receiving confidential information must take reasonable precautions to
24 prevent the unauthorized or inadvertent disclosure of such information. If confidential
25 information is disclosed to any person other than a person authorized by this Order, the
26 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
27 relating to the unauthorized disclosure to the attention of the other parties and, without
28 prejudice to any rights and remedies of the other parties, make every effort to prevent

1 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

2 15. No party will be responsible to another party for disclosure of confidential
3 information under this Order if the information in question is not labeled or otherwise
4 identified as such in accordance with this Order.

5 16. If a party, through inadvertence, produces any confidential information
6 without labeling or marking or otherwise designating it as such in accordance with this
7 Order, the designating party may give written notice to the receiving party that the
8 document or thing produced is deemed confidential information, and that the document or
9 thing produced should be treated as such in accordance with that designation under this
10 Order. The receiving party must treat the materials as confidential, once the designating
11 party so notifies the receiving party. If the receiving party has disclosed the materials before
12 receiving the designation, the receiving party must notify the designating party in writing
13 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner
14 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL" or
15 "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

16 17. No document may be filed under seal, except pursuant to a court order that
17 authorizes the sealing of the particular document, or portion of the document. A sealing
18 order may issue only upon a showing that the information is privileged or protectable under
19 the law. **The request must be narrowly tailored to seek sealing only of the confidential**
20 **or privileged material.**

21 18. To file a document under seal, the parties must comply with the procedures
22 explained in Section 2.j of the Electronic Case Filing Administrative Policies and
23 Procedures Manual for the United States District Court for the Southern District of
24 California and Civil Local Rule 79.2. In addition, a party must file a redacted version of
25 any document that it seeks to file under seal. The document must be titled to show that it
26 corresponds to an item filed under seal, e.g., 'Redacted Copy of Sealed Declaration of John
27 Smith in Support of Motion for Summary Judgment.' The party should file the redacted
28 document(s) simultaneously with a joint motion or ex parte application requesting that the

1 confidential portions of the document(s) be filed under seal and setting forth good cause
2 for the request.

3 19. Nothing within this order will prejudice the right of any party to object to the
4 production of any discovery material on the grounds that the material is protected as
5 privileged or as attorney work product.

6 20. Nothing in this Order will bar counsel from rendering advice to their clients
7 with respect to this litigation and, in the course thereof, relying upon any information
8 designated as confidential information, provided that the contents of the information must
9 not be disclosed.

10 21. This Order will be without prejudice to the right of any party to oppose
11 production of any information for lack of relevance or any other ground other than the mere
12 presence of confidential information. The existence of this Order must not be used by either
13 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil
14 Procedure.

15 22. Nothing within this order will be construed to prevent disclosure of
16 confidential information if such disclosure is required by law or by order of the Court.

17 23. Upon final termination of this action, including any and all appeals, counsel
18 for each party must, upon request of the producing party, return all confidential information
19 to the party that produced the information, including any copies, excerpts, and summaries
20 of that information, or must destroy same at the option of the receiving party, and must
21 purge all such information from all machine-readable media on which it resides.
22 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
23 memoranda, motions, and other documents filed with the Court that refer to or incorporate
24 confidential information, and will continue to be bound by this Order with respect to all
25 such retained information. Further, attorney work product materials that contain
26 confidential information need not be destroyed, but, if they are not destroyed, the person
27 in possession of the attorney work product will continue to be bound by this Order with
28 respect to all such retained information.

1 24. The restrictions and obligations set forth within this order will not apply to
2 any information that: (a) the parties agree should not be designated confidential
3 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
4 parties agree, or the Court rules, has become public knowledge other than as a result of
5 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
6 (d) has come or will come into the receiving party's legitimate knowledge independently
7 of the production by the designating party. Prior knowledge must be established by pre-
8 production documentation.

9 25. The restrictions and obligations within this order will not be deemed to
10 prohibit discussions of any confidential information with anyone if that person already has
11 or obtains legitimate possession of that information.

12 26. Transmission by email or some other currently utilized method of
13 transmission is acceptable for all notification purposes within this Order.

14 27. This Order may be modified by agreement of the parties, subject to approval
15 by the Court.

16 28. The Court may modify the terms and conditions of this Order for good cause,
17 or in the interest of justice, or on its own order at any time in these proceedings. The parties
18 prefer that the Court provide them with notice of the Court's intent to modify the Order and
19 the content of those modifications, prior to entry of such an order.

20 **CONFIDENTIALITY OF PLAINTIFF'S PROTECTED IDENTITY**

21 29. Unless otherwise ordered by the Court, Plaintiff's identity may not be
22 disclosed publicly, including in any pleading, exhibit, court filing or in open court.
23 Plaintiff's identity and personally identifying information shall be redacted in any
24 document and exhibit filed with the Court, including pleadings, Discovery Materials, and
25 HIPAA protected health information. If redacted documents are filed, the filing party may
26 file unredacted copies under seal. Nothing in this Order shall prevent or prohibit the
27 Parties from disclosing Plaintiff's stage/performer name.

28 30. The Parties may disclose Plaintiff's true identity to a witness or potential

1 witness who signs Exhibit "B".

2 31. Any party may seek, on an *ex parte* basis, permission from the Court to
3 disclose Plaintiff's true name to a witness or a potential witness without the requirement
4 that such witness or potential witness sign Exhibit B. The Court will address on a case-by-
5 case basis any relief the Court deems appropriate to allow any party to disclose Plaintiff's
6 true name. The Parties agree that the Court may hear and rule on such requests without
7 notice to, or the involvement of, the non-moving party(ies).

8 32. Any part of testimony taken at deposition may be designated "Confidential"
9 by making a statement to that effect on the record at the deposition or other proceeding.
10 The attorney preliminary designating such testimony ("Designating Party") shall state the
11 legal grounds, providing a good faith basis for such preliminary designation. Arrangements
12 shall be made with the Court Reporter taking a transcribing such proceeding to separately
13 bind such portions of the transcript only containing the information designated as
14 "Confidential," and to label such portions appropriately. Non-Party deponents shall sign
15 Exhibit "A" hereto.

16 33. If in response to subpoena or a request for discovery of any nature issued to a
17 third party in connection with this litigation results in the production of Confidential
18 information, counsel for any Party to the Case may within (14) days of receipt of that
19 information designate the information produced as CONFIDENTIAL. Until such fourteen
20 (14) day period has expired any information received in response to a subpoena or request
21 for discovery of any nature shall be treated as CONFIDENTIAL pursuant to the terms and
22 conditions of this Order. If any Confidential material is to be included in any papers or
23 transcripts submitted to the Court, including discovery motions and records submitted in
24 connection with discovery motions or proceedings, such papers or transcripts shall be
25 submitted to the Court for approval of filing under seal. Documents approved for filing
26 under seal shall be held by the Court in accordance with Local Rules. The Parties
27 understand and agree that subject to evidentiary objections, the Court may consider
28 Confidential material to reach a resolution of this matter.

34. Discovery material shall not be Confidential material if the content or substance thereof:

- a. is already in the public domain at the time of disclosure;
- b. becomes part of the public domain at any time, unless as a result of (i) action or failure to act, where there is a duty to act, on the part of the receiving party, or (ii) any breach of duty by any third party, or (iii) any violation of this Order; or
- c. is made available to the receiving party by a third party who obtained the same by legal means and without any obligation of confidence to the disclosing party.

35. This Order shall be without prejudice to the right of the Parties to present a motion to the Court for a separate protective order as to any particular document or information, including restrictions differing from those as specified herein.

36. Nothing herein shall impose any restriction on the use or disclosure by a producing Party of its own documents or information, including the deposition testimony of its employees or experts. Nor shall this Order be construed to prevent any Party or its counsel or experts from making use as they see fit of documents or information which were lawfully available to the public or lawfully in the possession of the Party, counsel, or expert prior to the producing Party's providing them, or which properly came into the possession of the Party, counsel or expert independent of any work in this action.

IT IS SO ORDERED.

Dated: September 28, 2021

1284
Honorable Michael S. Berg
United States Magistrate Judge

1 **EXHIBIT “A”**

2 **CERTIFICATION OF NON-DISCLOSURE**

3 I, _____, hereby certify my understanding
4 that Confidential Material is being provided to me pursuant to the terms and restrictions of
5 an Order entered by order of the United States District Court of the Southern District of
6 California (the “Court”) in connection with an action entitled *Jane Doe v. Steele, et al.*,
7 Case No: 20-CV1818-MMA-MSB.

8 I agree to maintain such information preliminary designated as “Confidential” in
9 confidence.

10 I agree not to use or disclose information preliminary designated as “Confidential,”
11 except in connection with the trial or preparation for trial or appeal in this proceeding,
12 without prior written consent of the party who designated the material as “Confidential.”

13 I further certify that I have been provided a copy of and have read the Confidentiality
14 and Protective Order and hereby agree to the terms and agree to subject myself to the
15 jurisdiction of the Court for purposes of enforcement of the terms and restrictions of the
16 Order.

17 I understand that violation of the Order is punishable as contempt of court.

18
19 Dated: _____

20 Signature
21 _____
22 _____
23 Printed Name
24 _____
25 _____
26 Affiliation
27 _____
28 _____

EXHIBIT “B”

AGREEMENT TO MAINTAIN PLAINTIFF'S NAME CONFIDENTIAL

I, _____, hereby acknowledge that I am about to receive the true identity of the Plaintiff in the lawsuit entitled *Jane Doe v. Steele, et al.*, Case No: 20-CV1818-MMA-MSB. I agree to maintain the true identity as confidential, if not otherwise already known to me, and will not make any public disclosure or disclosure to another person or entity about the true identity of Plaintiff.

I understand a Court Order prevents me from publicly disclosing Plaintiff's true identity and I agree to be bound by the Order.

Dated:

Signature