

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Jane Doe (T.R.S.) v. Wyndham Hotels and Resorts, Inc., et al.

Doe v. Wyndham Hotels · No. 2:23-cv-01676-DAD-CSK · Decided November 3, 2025

OPINION

1 2 3 4 5 6 UNITED STATES DISTRICT COURT 7 FOR THE EASTERN DISTRICT OF
CALIFORNIA 8 9 JANE DOE (T.R.S.), Case No. 2:23-cv-01676-DAD-CSK 10 Plaintiff,
ORDER GRANTING MODIFIED 11 STIPULATED PROTECTIVE ORDER 12 (ECF No. 102)
WYNDHAM HOTELS AND RESORTS, 13 || INC., et al., 14 Defendants. 15 16 The Court has
reviewed the parties’ stipulated protective order below (ECF No. 17 || 102), and finds it comports
with the relevant authorities and the Court’s Local Rule.

See 18 || L.R. 141.1. Finding good cause, the Court APPROVES the protective order, subject to
the 19 || following clarification. 20 The Court’s Local Rules indicate that once an action is closed,
it “will not retain 21 jurisdiction over enforcement of the terms of any protective order filed in that
action.” L.R. 22 || 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL
13237584, at *2 23 || (E.D.

Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain 24 || jurisdiction for
disputes concerning protective orders after closure of the case). Thus, the 25 || Court will not
retain jurisdiction over this protective order once the case is closed. 36 || Dated: November 3, 2025
27 Cina Spo 4, doe1676.23 GHI 500 KIM 28 UNITED STATES MAGISTRATE JUDGE 1 2 3 4
5 6 7 8 9 UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA 10 11
JANE DOE (T.R.S.), Case No. 2:23-cv-01676-DAD-CSK 12 Plaintiff, Hon. Dale A. Drozd 13 vs.
14 PROTECTIVE ORDER WYNDHAM HOTELS AND RESORTS; 15 VITARAG
HOSPITALITY, INC.; MARRIOT INTERNATIONAL, INC. 16 D/B/A COURTYARD BY
MARRIOT SAN JOSE CAMPBELL; CAMPBELL 17 HHG HOTEL DEVELOPMENT, LP; 18
DAYS INN WORLDWIDE, INC.; and WYNDHAM HOTEL GROUP, LLC, 19 Defendants.

20 21 22 23 24 25 26 27 1 PROTECTIVE ORDER 2 Pursuant to Rule 26(c) of the Federal Rules
of Civil Procedure and its inherent 3 authority, the Court hereby orders the entry of the following
Protective Order in this 4 matter. 5 I. DEFINITIONS 6 A. “Action” means Jane Doe (T.R.S.) v.
Wyndham Hotels and Resorts, et al., 7 No. 2:23-cv-01676 DAD CSK, presently pending in the
Eastern District of 8 California, Sacramento Division.

9 B. “Party” means any party named in this Action that has not been dismissed. 10 C. “Non-Party”
means any natural person, partnership, corporation, association, 11 or other legal entity not named
as a Party in this Action. 12 D. “Plaintiff’s Identity” means the Plaintiff’s personally identifiable

13 information, including: (i) names and aliases used by Plaintiff at any time; 14 (ii) Plaintiff's date of birth; (iii) Plaintiff's social security number; (iv) 15 Plaintiff's current and prior residential addresses; (v) Plaintiff's phone 16 numbers and social media or online user account names; (vi) Plaintiff's 17 identifying physical attributes, including biometric data; and (vii) media 18 showing Plaintiff's unique physical attributes or her voice, and (viii) the 19 names of Plaintiff's biological or adoptive parents, and biological siblings.

20 E. "Confidential Information" means Discovery Material (regardless of how it 21 is generated, stored or maintained) or tangible things that contain: (i) 22 Plaintiff's Identity; (ii) Plaintiff's medical records; (iii) personal identifying 23 information; (iv) sensitive financial information; (v) any trade secret, 24 proprietary information, confidential research, development, commercial, or 25 competitively sensitive information, as such terms are used in Rule 26 26(c)(1)(G) of the Federal Rules of Civil Procedure; and (vi) any material 27 prohibited from disclosure by statute or Court Order but is nonetheless 1 discoverable.

2 F. "Designating Party" means a Party or Non-Party that designates information 3 or items that it produces in disclosures or in responses to discovery and marks 4 as "CONFIDENTIAL." 5 G. "Discovery Material" means all items or information, regardless of the 6 medium or manner generated, stored, or maintained (including, among other 7 things, testimony, transcripts, or tangible things) that are produced, disclosed, 8 or generated by the Designating Party in connection with discovery in this 9 case.

10 H. "Outside Counsel" means attorneys who are not employees of a Party but 11 are retained to represent or advise a Party to the Action, and persons who are 12 employees, partners, or shareholders of a law firm that represents or has 13 appeared on behalf of a Party in this action. 14

I. "In-House Counsel" means Attorneys who are employees of a Party. 15 J. "Counsel" (without qualifier) means Outside Counsel and In-House Counsel 16 (as well as their support staffs).

17 K. "Final Disposition" means the later of (i) dismissal of all claims and defenses 18 in this Action, with or without prejudice; or (ii) final judgment herein after 19 the completion and exhaustion of all appeals, re-hearings, remands, trials, or 20 reviews of this action, including the time limits for filing any motions or 21 applications for extension of time pursuant to applicable law.

22 L. "Producing Party" means any Party or non-party that discloses or produces 23 any Discovery Material in this case. 24 M. "Protected Material" means any Discovery Material that is designated 25 "CONFIDENTIAL" as provided for in this Order. 26 N. "Receiving Party" means any Party or Non-Party who receives Discovery 27 Material from a Producing Party. 1 II.

II. SCOPE AND DURATION 2 A. The protections conferred by this Order cover not only Discovery Material 3 but also (i) any information extracted from Discovery Material; (ii) all

copies, 4 excerpts, summaries, or compilations of Discovery Material; and (iii) any 5 testimony, conversations, or presentations by Parties or their Counsel that 6 might reveal Discovery Material.

7 B. The protections conferred by this Order do not cover information that is in 8 the public domain or becomes part of the public domain through trial or 9 otherwise. 10 C. Attorney work product may be used in subsequent litigation, provided that 11 such use does not disclose Protected Materials, or any information contained 12 therein. Further, this Protective Order does not prohibit counsel from using 13 in future proceedings affidavits or transcripts of testimony at depositions, 14 hearings, or trials solely to assist in the recollection of testimony or for the 15 impeachment of a witness, provided that any Confidential Information 16 contained in such affidavit or transcript is redacted or otherwise not disclosed 17 to persons who are not authorized by this Protective Order to receive it.

18 III. USE AND DISCLOSURE 19 A. All information designated “CONFIDENTIAL” shall be used solely for the 20 purposes of the above-captioned litigation between the Parties. Nothing 21 herein shall restrict the use of Protected Material of the Producing Party by 22 the Producing Party. Protected Material may be disclosed only to the 23 categories of persons and under the conditions described in this Order.

24 Protected Material must be stored and maintained at a location and in a secure 25 manner that ensures that access is limited to the persons authorized under this 26 Order. 27 B. Unless otherwise ordered by the court or permitted in writing by the 1 Designating Party, a Receiving Party may only disclose Confidential 2 Information or Protected Material to: 3 i. The Parties to this litigation including the current employees, officers, 4 and representatives of the Parties as needed to litigate any claims or 5 defenses; 6 ii.

Former employees, officers, and representatives of the Parties who 7 execute the Acknowledgment and Agreement to Be Bound attached to 8 this Order as Exhibit A; 9 iii. Experts, investigators, contractors, consultants, and professional 10 vendors retained by the Parties or their Counsel to whom disclosure is 11 reasonably necessary for this litigation and who execute the 12 Acknowledgment and Agreement to Be Bound attached to this Order 13 as Exhibit A; 14 iv.

Any of the Receiving Party’s Counsel in this Action; 15 v. Adjusters and claims professionals of an insurer of a Party and counsel 16 for such insurer of a Party as needed to litigate any claims or defenses 17 in this Action so long as a representative with authority to bind the 18 insurer executes the Acknowledgement and Agreement to Be Bound 19 attached to this Order as Exhibit A on behalf of the insurer, its 20 adjusters, and claims professionals; 21 vi.

The Court and Court personnel; 22 vii. Court reporters, recorders, and videographers engaged for depositions; 23 viii. Any mediator appointed by the Court or jointly selected by the Parties 24 who

executes the Acknowledgment and Agreement to Be Bound 25 attached to this Order as Exhibit A; 26 ix.

The author or recipient of a document containing Confidential 27 Information or Protected Material or a custodian or other person who 1 otherwise possessed or knew the information; 2 x. Government agencies and agency personnel who have executed the 3 Acknowledgment & Agreement to Be Bound attached to this Order as 4 Exhibit A, but only to the extent that the disclosure of Confidential 5 Information or Protected Material is necessary to litigate any claims or 6 defenses or to comply with any obligations or requirements; 7 xi.

In the course of a deposition, any Non-Party deponent and such Non- 8 Party deponent's counsel may be shown Confidential Information or 9 Protected Material if the Non-Party deponent and the Non-Party 10 deponent's counsel first execute the Acknowledgment & Agreement 11 to Be Bound attached to this Order as Exhibit A, provided that any 12 such Non-Party deponent and his or her counsel may not retain any 13 documents containing Confidential Information following the 14 deposition; 15 xii.

Such other persons as hereafter may be designated by written 16 agreement in this Action or by order of the Court and who execute the 17 Acknowledgment & Agreement to Be Bound attached as Exhibit A. 18 C. Prior to any disclosure of Discovery Material marked "Confidential" to any 19 person required by this Order to execute the Acknowledgement & Agreement 20 to Be Bound attached as Exhibit A, such person shall be provided a copy of 21 this Protective Order and shall sign the Acknowledgement & Agreement to 22 Be Bound, in the form annexed as Exhibit A hereto stating that that person 23 has read this Order and agrees to be bound by its terms.

Counsel shall retain 24 each signed Acknowledgement & Agreement to Be Bound, and produce it to 25 opposing counsel prior to such person being permitted to testify at deposition 26 or trial. 27 D. In the event that an attorney of record for a Party desires that Protected 1 Material be disclosed to anyone beyond that which is allowed in this Order, 2 the Parties shall confer in good faith and attempt to resolve the matter; if no 3 agreement can be reached, the matter shall be referred to the Court for 4 resolution.

If an agreement is reached, or the Court decides that the 5 document(s) or information shall be disclosed, the person to whom disclosure 6 is to be made shall execute an Acknowledgement & Agreement to Be Bound. 7 E. Before filing Protected Material or discussing or referencing Protected 8 Material in court filings, the filing party shall confer with the Designating 9 Party to determine whether the Designating Party will remove the 10 confidential designation, whether the document can be redacted, or whether 11 a motion to seal or stipulation and proposed order is warranted.

During the 12 meet and confer process, the Designating Party must identify the basis for 13 sealing the specific Protected Material at issue, and the filing party shall 14 include this basis in its motion to seal, along with any objection to sealing the 15 information at issue. Local Civil Rule 141 sets forth the procedures that must 16 be followed and the standards that will be applied when a party seeks 17 permission from the court to file material under seal.

18 IV. DESIGNATING PROTECTED MATERIAL 19 A. Except as otherwise provided in this Order or as otherwise stipulated or 20 ordered, disclosure or documents and things that qualify for protection under 21 this Order must be clearly designated before or when the material is disclosed 22 or production. 23 B. For information produced in documentary form (e.g., paper or electronic 24 documents and deposition exhibits, but excluding transcripts of depositions 25 or other pretrial or trial proceedings), the Designating Party must affix the 26 word “CONFIDENTIAL” to each page that contains Confidential 27 Information.

Documents produced in native electronic format (such as 1 Microsoft Excel files) shall have a confidentiality designation affixed to the 2 corresponding placeholder slipsheet image. If only a portion or portions of 3 the material on a page qualifies for protection, the Producing Party also must 4 clearly identify the protected portion(s) (e.g., by making appropriate 5 markings in the margins).

6 C. For testimony given in deposition or in a pre-trial hearing, the Parties may 7 agree on the record during the deposition or pre-trial hearing that testimony 8 in that proceeding will or will not be treated as Confidential Information. If a 9 Party requests on the record during a deposition or pre-trial hearing that said 10 testimony be provisionally treated as Confidential Information, then said 11 deposition or hearing testimony shall be treated as Confidential Information 12 until thirty (30) days after the transcript is delivered by the court reporter to 13 each Party’s Outside Counsel of Record.

Within the 30-day period following 14 the court reporter’s delivery of the transcript, any Party may serve a Notice 15 of Designation to all other Parties as to specific portions of the testimony that 16 shall be designated as Confidential Information.

After the 30-day period, only 17 those portions identified in any Notice of Designation shall be protected by 18 the terms of this Order. The Parties may agree to a reasonable extension of 19 the 30-day period for designation. Parties shall endeavor to give the other 20 Parties notice if they reasonably expect a deposition, hearing, or other 21 proceeding to implicate Confidential Information or Protected Material.

22 D. When producing other tangible items, the Producing Party must affix in a 23 prominent place on the exterior of the container or containers in which the 24 information or item is stored

the word “CONFIDENTIAL.” If only a portion 25 or portions of the information or item warrant protection, the Producing 26 Party, to the extent practicable, shall identify the protected portion(s).

27 E. In the event that a Producing Party fails to stamp or otherwise designate a 1 document or other information as confidential at the time of its production, 2 that Producing Party may do so thereafter on notice to all of the Receiving 3 Parties; provided however, that the Receiving Party shall not be liable for any 4 disclosure or use of such information that may have occurred prior to 5 receiving notice of the confidential designation.

Upon receiving the Protected 6 Material with the correct confidentiality designation, the Receiving Party 7 shall return or securely destroy, at the Designating Party’s option, all 8 Discovery Material that was not designated properly. 9 F. If a Designating Party learns that information or items that it designated for 10 protection do not qualify for protection, the Designating Party must promptly 11 notify all other parties that it is withdrawing the mistaken designation.

12 V. CHALLENGING CONFIDENTIALITY DESIGNATIONS 13 A. A Receiving Party shall not be obligated to challenge the propriety of any 14 “CONFIDENTIAL” designation by the Designating Party of Discovery 15 Material under this Order at the time the designation is made, and a failure to 16 do so shall not preclude a subsequent challenge thereto. 17 B. Any challenge to a confidentiality designation of the Designating Party’s 18 Discovery Material under this Order shall be written, shall be served on 19 Counsel for the Designating Party, shall particularly identify the documents 20 or information that the Receiving Party contends should be differently 21 designated, and shall state the grounds for the objection.

Thereafter, further 22 protection of such material shall be resolved in accordance with the following 23 procedures: 24 i. The Receiving Party shall have the burden of conferring either in 25 person, in writing, or by telephone with the Designating Party in a good 26 faith effort to resolve the dispute.

The Designating Party shall have the 27 burden of justifying the disputed designation. 1 ii. The entry of this Order shall not preclude or prejudice either the 2 Designating Party or the Receiving Party from arguing for or against 3 any designation, establish any presumption that a particular 4 designation is valid, or alter the burden of proof that would otherwise 5 apply in a dispute over discovery or disclosure of information.

6 iii. Notwithstanding any challenge to a designation, the Protected Material 7 in question shall continue to be treated as designated under this Order 8 until one of the following occurs: (a) the Designating Party withdraws 9 such designation in writing; or (b) the Court rules that the Discovery 10 Material in question is not entitled to the designation.

In the event that 11 a Designating Party withdraws a confidentiality designation or the 12 Court rules that the Discovery Material in question is not entitled to 13 the designation, the Designating Party shall promptly reproduce the 14 information in question with the appropriate confidentiality 15 designation, if any, as applicable. 16 VI. REDACTION AND USE OF PLAINTIFF'S IDENTITY 17 A. The Parties may designate as "Confidential - True Identity" any documents, 18 testimony, written responses, or other materials produced in this case if the 19 producing Party has a good faith basis for asserting that they contain 20 information, data, or tangible items that reflect Plaintiff's Identity.

All 21 procedures laid out in this Order regarding the use and filing of Protected 22 Material govern Plaintiff's Identity. 23 B. During the pre-trial proceedings in this litigation and in any public filing, the 24 Parties will either redact Plaintiff's Identity or use the pseudonym "T.R.S." 25 in place of Plaintiff's Identity. 26 C. Within five days of the entry the filing of this Order by the Court, Plaintiff 27 shall provide Defendants, through their Counsel, with (1) Plaintiff's full 1 name, maiden name, and all aliases or nicknames; (2) Plaintiff's date of birth; 2 (3) Plaintiff's social security number, (4) Plaintiff's current address and any 3 prior addresses, and (5) Plaintiff's alleged trafficker(s)'s full name(s) and all 4 aliases or nicknames.

5 D. Nothing in this Order shall prevent a Party from requesting from Plaintiff 6 during the course of discovery any other information that is linked or linkable 7 to Plaintiff's Identity or her trafficker(s) or her/their associates, such as, but 8 not limited to, any medical, educational, financial, employment, or other 9 information. Nothing in this Order relieves Plaintiff of the obligation to 10 produce any discoverable documents, information that Plaintiff would 11 otherwise be required to produce in the normal course of discovery, or 12 information Plaintiff intends to rely on at trial.

The protections conferred by 13 this Order do not cover information that is in the public domain or becomes 14 part of the public domain through trial or otherwise. 15 E. Access to "PLAINTIFF'S IDENTITY" information shall be limited to those 16 identified and described in Paragraph III.B above, as well as the following: 17 i. Any potential, anticipated, or actual fact witness, and their counsel, 18 who execute the Acknowledgment and Agreement to Be Bound 19 attached to this Protective Order as Exhibit B, but only to the extent 20 Plaintiff's Identity will assist the witness in recalling, relating or 21 explaining facts, except that Plaintiff's Identity must not be disclosed 22 to Plaintiff's known trafficker(s) or Plaintiff's traffickers' known 23 affiliate(s), unless the Parties follow the procedures in paragraph 24 VI.E(ii) below; 25 ii.

Plaintiff's known trafficker(s) and/or Plaintiff's trafficker(s)'s known 26 affiliate(s) and their counsel, but only after providing 14-day notice to 27 the Plaintiff of the intention to contact the trafficker to permit Plaintiff 1 to seek further protection from the Court should it be necessary.

The 2 Plaintiff's Identity will be revealed to the trafficker and/or associates 3 only to the extent necessary to assist in their recollection of Plaintiff 4 and her trafficking history. Plaintiff's and Plaintiff's family's physical 5 location will never be disclosed to Plaintiff's trafficker and/or the 6 trafficker's associates. 7 F. Plaintiff represents that, consistent with her privacy concerns, it is her intent 8 not to disclose her identity or image in relation to the status of this matter or 9 the underlying allegations on social media or with any media outlet while the 10 case is pending.

The identity and image protections provided to Plaintiff in 11 this Order may become inapplicable if Plaintiff does disclose her identity or 12 image in relation to the underlying allegations on social media or with any 13 media outlet while the case is pending. If Defendants become aware of any 14 public disclosure of Plaintiff's Identity in conjunction with this Action by 15 Plaintiff or her counsel, Defendants may apply to the Court for relief from 16 the restrictions imposed in this Protective Order related to non-disclosure of 17 Plaintiff's Identity.

18 VII. SUBPOENAS OR COURT RECORDS 19 If a Receiving Party receives a subpoena or other compulsory process (e.g., court 20 order) from any court or other arbitral, administrative, or legislative body commanding 21 the production of Protected Material, the Party to whom the subpoena or other request 22 is directed shall: 23 A. Give prompt written notice thereof, including a copy of the subpoena or other 24 compulsory process, to the Designating Party and its Counsel within seven 25 (7) days to allow the Designating Party an opportunity to move for a 26 protective order regarding the production of Protected Materials implicated 27 by the subpoena or other compulsory process.

1 B. Promptly notify in writing the Party who caused the subpoena or other 2 compulsory process to issue that some or all of the covered material is subject 3 to this Order. Such notification shall include a copy of this Order. 4 C. Redact Plaintiff's Identity prior to any production in response to the subpoena 5 or other compulsory process. 6 IX. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER 7 A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 8 Protected Material to any person or in any circumstance not authorized under 9 this Order, the Receiving Party must immediately (1) notify in writing the 10 Designating Party of the unauthorized disclosures; (2) use its best efforts to 11 retrieve all unauthorized copies of the Protected Material; (3) inform the 12 person or persons to whom unauthorized disclosures were made of all the 13 terms of this Order; and (4) request that such person or persons execute 14 Exhibit A or Exhibit B. 15 B. Unauthorized or inadvertent disclosure does not change the status of 16 Protected Material or waive the right to hold the disclosed document or 17 information as Confidential Information.

18 X. INADVERTENT PRODUCTION OF SUBSEQUENTLY CLAIMED 19 PRIVILEGED INFORMATION 20 A. When a Producing Party gives notice to Receiving Parties that certain 21 inadvertently produced material is subject to a claim of privilege or other 22 protection, the

obligations of the Receiving Parties are those set forth in 23 Federal Rule of Civil Procedure 26(b)(5)(B).

This provision is not intended 24 to modify whatever procedure may be established in an e-discovery order or 25 agreement that provides for production without prior privilege review. The 26 Parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as 27 set forth herein. 1 B. Upon discovery that a document has been inadvertently produced that the 2 Producing Party believes is subject to a claim of privilege or other protection, 3 the Producing Party must notify the Receiving Party within thirty (30) days 4 of that discovery, in writing, asserting the attorney-client privilege, work 5 product protection, or other applicable privilege or protection with respect to 6 disclosed materials.

7 C. The Receiving Party must—unless it contests the claim of privilege or 8 protection in accordance with this Order—within fourteen (14) days of 9 receipt of that writing and: (i) return, delete, or destroy all copies of the 10 inadvertently disclosed material; and (ii) provide a certification that all 11 materials were returned or destroyed. 12 XI. MISCELLANEOUS 13 A. Modification.

Nothing in this Order abridges the right of any Party to seek its 14 modification by the Court in the future. By stipulating to or complying with 15 this Order, the Designating Party does not waive the right to argue that certain 16 Protected Material may require additional or different confidentiality 17 protections than those set forth herein. Furthermore, this Order is subject to 18 modification sua sponte by Court order.

19 B. Termination of Matter and Retention of Jurisdiction. The Parties agree that 20 the terms of this Protective Order shall survive and remain in effect after the 21 Final Disposition of the above-captioned matter.

The Court shall retain 22 jurisdiction after Final Disposition of this matter to hear and resolve any 23 disputes arising out of this Order. 24 C. Return of Documents. Within sixty (60) days after the Final Disposition of 25 this case, all documents designated as Protected Material under this Order, 26 including copies thereof, shall be returned to the Producing Party unless: (1) 27 the document has been offered into evidence or filed without restriction as to 1 disclosure; (2) the parties agree to destruction in lieu of return; or (3) as to 2 documents bearing the notations, summations, or other mental impressions 3 of the Receiving Party, that party elects to destroy the documents and certifies 4 to the Producing Party that it has done so.

5 D. All Parties that have received any such Protected Material shall, upon request 6 by the Designating Party, certify in writing that all Protected Material has 7 been returned to the Designating Party's Counsel or destroyed. 8 Notwithstanding the foregoing, Counsel for each Party may retain the 9 following documents: (1) all documents filed with the court, including but

10 not limited to, pleadings, briefs, memoranda, motions; (2) all trial, hearing, 11 and deposition transcripts, including exhibits; and (3) correspondence, 12 attorney work product, expert reports, and consultant and expert work 13 product, even if such materials contain confidential material.

14 E. Successors. This Order shall be binding upon the Parties, their Outside 15 Counsel, and their successors, executors, personal representatives, 16 administrators, heirs, legal representatives, assigns, subsidiaries, divisions, 17 employees, agents, retained consultants and experts, and any persons or 18 organizations over which they have direct control.

19 F. Right to Assert Other Objections. Designating Party does not waive any right 20 it otherwise would have in this action to claim that any Discovery Material, 21 or any portion thereof, is privileged or otherwise non-discoverable, or is not 22 admissible in evidence in this action or any other proceeding. Similarly, 23 neither Party waives any right to object on any grounds to the use in evidence 24 of any Protected Material covered by this Order.

25 G. Burdens of Proof. Notwithstanding anything to the contrary herein, nothing 26 in this Protective Order shall be construed to change the burdens of proof or 27 legal standards applicable in disputes regarding whether particular Discovery 1 Material is confidential, whether disclosure should be restricted, and if so, 2 what restrictions should apply. 3 4 IT IS SO ORDERED this _____ day of _____, 2025.

5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA 9 10 JANE DOE (T.R.S.), Case No. 2:23-cv-01676-DAD-CSK 11 Plaintiff, Hon. Dale A. Drozd 12 vs. 13 PROTECTIVE ORDER WYNDHAM HOTELS AND RESORTS; 14 VITARAG HOSPITALITY, INC.; MARRIOT INTERNATIONAL, INC. Trial Date: None Set 15 D/B/A COURTYARD BY MARRIOT Action Filed: 8/11/2023 SAN JOSE CAMPBELL; CAMPBELL 16 HHG HOTEL DEVELOPMENT, LP; 17 DAYS INN WORLDWIDE, INC.; and WYNDHAM HOTEL GROUP, LLC, 18 Defendants.

19 20 EXHIBIT A TO PROTECTIVE ORDER 21 ACKNOWLEDGMENT & AGREEMENT TO BE BOUND 22 I,, declare that: 23 1. My address is, 24 25 and the name and address of my present employer is 26 27 1 2. My title is. 2 3. I have received a copy of the Protective Order in the above-captioned 3 lawsuit. 4 4. I have carefully read and understand the provisions of the Protective 5 Order, agree to be bound by them, and specifically agree I will not use or 6 disclose to anyone any of the contents of any Confidential Information or 7 Plaintiff's Identity received under the protection of the Protective Order in 8 violation thereof.

9 10 5. I consent to the exercise of personal jurisdiction by this Court, the United 11 States District Court for the Eastern District of California, Sacramento 12 Division, in connection with this

Acknowledgment & Agreement to be Bound, and my obligations under the Protective Order.
I declare under penalty of perjury that the facts stated above are true and correct.

Executed this ____day of 20__ in the State of. By: (SIGNATURE)
UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA JANE DOE (T.R.S.), Case No. 2:23-cv-01676-DAD-CSK Plaintiff, Hon. Dale A. Drozd vs. PROTECTIVE ORDER WYNDHAM HOTELS AND RESORTS; VITARAG HOSPITALITY, INC.; MARRIOT INTERNATIONAL, INC. Trial Date: None Set D/B/A COURTYARD BY MARRIOT Action Filed: 8/11/2023 SAN JOSE CAMPBELL; CAMPBELL HHG HOTEL DEVELOPMENT, LP; DAYS INN WORLDWIDE, INC.; and WYNDHAM HOTEL GROUP, LLC, Defendants.

EXHIBIT B TO PROTECTIVE ORDER ACKNOWLEDGMENT & AGREEMENT TO BE BOUND I,, declare that: 7. My address is, 24 25 and the name and address of my present employer is 26 27 1 8. My title is. 2 9. I agree I will not use or disclose to anyone Plaintiff's Identity in 3 connection or in relation to this lawsuit. 4 10. 5 6 Executed this ____day of 20__ in the State of.

7 8 9 By: 10 (SIGNATURE) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27