

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

VIETNAM VETERANS OF AMERICA, a Non-Profit Corporation; SWORDS TO PLOWSHARES: VETERANS RIGHTS ORGANIZATION, a California Non-Profit Corporation; BRUCE PRICE; FRANKLIN D. ROCHELLE; LARRY MEIROW; ERIC P. MUTH; DAVID C. DUFRANE; and WRAY C. FORREST, individually, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CENTRAL INTELLIGENCE AGENCY; LEON PANETTA, Director of the Central Intelligence Agency; UNITED STATES DEPARTMENT OF DEFENSE; DR. ROBERT M. GATES, Secretary of Defense; UNITED STATES DEPARTMENT OF THE ARMY; PETE GEREN, United States Secretary of the Army; UNITED STATES OF AMERICA; and ERIC H. HOLDER, JR., Attorney General of the United States,

Defendants.

Case No. CV 09-0037-CW

**DEFENDANTS' [PROPOSED]  
PROTECTIVE ORDER GOVERNING  
DISCOVERY**

1  
2 1. PURPOSES AND LIMITATIONS

3 This action is likely to involve production of information that is protected by the Privacy  
4 Act of 1974, 5 U.S.C. § 552a (“Privacy Act”), 38 U.S.C. § 5701 and or Health Insurance  
5 Portability and Accountability Act, 42 U.S.C. § 201 (“HIPAA”). Pursuant to 5 U.S.C.  
6 § 552a(b)(11), which permits disclosure of Privacy Act records by court order, 45 C.F.R.  
7 § 164.512(e)(1)(i), which permits disclosure of protected health information by court order, 38  
8 U.S.C. § 5701;(b)(2), which permits disclosure of files, records, and reports pertaining to a claim  
9 for veterans benefits when required by court order, and Rule 26(c) of the Federal Rules of Civil  
10 Procedure, which authorizes entry of an appropriate protective order, the Court hereby enters the  
11 following [Proposed] Protective Order Governing Discovery (“Protective Order”). This  
12 Protective Order does not apply to medical records covered under 38 U.S.C. § 7332.

14 This action is also likely to involve documents the United States withholds from  
15 distribution outside of the Federal Government. The United States may designate certain  
16 documents as “Protected Material” under this protective order to prevent public disclosure of  
17 covered documents.

19 This Protective Order does not confer blanket protections on all disclosures or responses  
20 to discovery and the protection it affords extends only to the limited information or items that are  
21 entitled under the applicable legal principles to treatment as confidential. As set forth in Section  
22 10, below, this Protective Order creates no entitlement to file confidential information under seal;  
23 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards  
24 that will be applied when a party seeks permission from the Court to file material under seal.  
25  
26  
27  
28

1 2. DEFINITIONS

2 2.1 Party: any party to this action, including all of its representatives, agents, and  
3 any present or former officers, directors, employees, investigators, consultants, retained  
4 Experts, and Counsel (and their support staffs).

5 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
6 medium or manner generated, stored, or maintained (including, among other things, testimony,  
7 declarations, transcripts, or tangible things) that are produced or generated in disclosures or  
8 responses to pre-trial discovery or other pre-trial proceedings in this matter. This Protective  
9 Order specifically excludes the production or use of material or testimony during trial.

10 2.3 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.

12 2.4 Producing Party: a Party or non-party that produces Disclosure or Discovery  
13 Material in this action.

14 2.5 Designating Party: a Party or non-party that designates information or items that  
15 it produces or includes in disclosures, responses to discovery requests, affidavits, declarations,  
16 or exhibits submitted to the Court as subject to the terms of the Protective Order.

17 2.6 Protected Material: all Covered Documents and Covered Information as defined  
18 in paragraph 3, below.

19 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent  
20 to the litigation who has been retained by a Party or its Counsel or assigned by the Defendants  
21 to serve as an expert witness or as a consultant in this action. This definition includes a  
22 professional jury or trial consultant retained in connection with this litigation.

23 2.8 Professional Vendors: persons or entities that provide litigation support services  
24 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,  
25 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

26 3. DOCUMENTS AND INFORMATION COVERED BY THIS ORDER

1 (a) Except as provided in paragraph 12.3 or otherwise in this Protective Order,  
2 this Protective Order shall govern the use and disclosure of any document or information in  
3 connection with this action that constitutes or reflects information derived from:

- 4 (i) a record subject to the requirements of the Privacy Act;
- 5 (ii) except for medical records covered under 38 U.S.C. § 7332, a  
6 medical record or other document containing information that relates to the right of privacy  
7 and/or past, present or future physical or mental health or condition (“Health Information”) of any  
8 person other than information specifically made public in the Complaint in this action;
- 9 (iii) references to personal information such as Social Security Numbers  
10 (“SSN”), Dates of Birth (“DOB”), telephone numbers, and financial account numbers;
- 11 (iv) any other information protected from disclosure under the Health  
12 Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. § 201;
- 13 (v) Information protected by 38 U.S.C. § 5701;
- 14 (vi) any information not otherwise publicly available designated by a  
15 Defendant as Protected Material.

16 (b) Documents that are reasonably determined to be within the scope of  
17 paragraph 3(a) by a Producing Party are hereinafter referred to as “Covered Documents.”  
18 Covered Documents shall be marked by the Producing Party in accordance with paragraph 4,  
19 below.

20 (c) Except as specified below, all information derived from Covered  
21 Documents, even if incorporated in another document or compilation or referred to in pre-trial  
22 testimony, shall be treated as “Covered Information.” Covered Information shall continue to be  
23 subject to the requirements of this Protective Order regardless of whether the document,  
24 compilation or pre-trial testimony containing information derived from a Covered Document has  
25 been marked in accordance with paragraph 4. Document summaries, statistical compilations, or  
26 other summaries of information covered by the Privacy Act, however, that do not contain  
27 information by which specific individuals, including Plaintiffs, can be identified (*e.g.*, by name,  
28

1 social security number, symbol, description or other form of personal identification) are not  
2 covered by this Protective Order.

3 4. DESIGNATING PROTECTED MATERIAL

4 4.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
5 Party or non-party that designates information or items for protection under this Protective  
6 Order must take care to limit any such designation to specific material that qualifies under the  
7 appropriate standards. Mass, indiscriminate, or routinized designations are prohibited.  
8 Designations that are shown to be clearly unjustified, or that have been made for an improper  
9 purpose (*e.g.*, to unnecessarily encumber or retard the case development process, or to impose  
10 unnecessary expenses and burdens on other parties), expose the Designating Party to sanctions.

11 4.2 If it comes to a Party's or non-party's attention that information or items are not  
12 designated for protection that should qualify for protection, that Party or non-party shall as soon  
13 as practicable notify the Producing Party in writing. The Producing Party shall be required to  
14 redesignate that information in accordance with paragraph 4.3 and reproduce the contested  
15 information or items at its own expense. Should the Producing Party disagree with the  
16 notifying Party or non-party regarding the propriety of the redesignation, the parties shall follow  
17 the procedures set forth in Paragraph 5 of this Protective Order. If it comes to a Party's or a  
18 non-party's attention that information or items that it designated for protection do not qualify  
19 for protection, that Party or non-party must promptly notify all other parties that it is  
20 withdrawing the mistaken designation.

21 4.3 Manner and Timing of Designations. Except as otherwise provided in this  
22 Protective Order (*see, e.g.*, second paragraph of section 4.3(a), below), or as otherwise  
23 stipulated or ordered, material that qualifies for protection under this Protective Order must be  
24 clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Protective Order requires:

26 (a) for information in documentary form (apart from transcripts of depositions  
27 or other pretrial proceedings), that the Producing Party mark the document as "COVERED —  
28

1 PRODUCED SUBJECT TO PROTECTIVE ORDER,” or with a similar marking in a way that  
2 brings its attention to a reasonable examiner.

3 A Party or non-party that makes original documents or materials available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated which  
5 material it would like copied and produced. After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine which documents  
7 qualify for protection under this Order, then, before producing the specified documents, the  
8 Producing Party must mark those documents as “COVERED — PRODUCED SUBJECT TO  
9 PROTECTIVE ORDER,” or with a similar marking in a way that brings its attention to a  
10 reasonable examiner.

11 (b) for testimony given in deposition or in other pretrial proceedings, that the  
12 Party or non-party offering or sponsoring the testimony identify on the record, before the close of  
13 the deposition, hearing, or other proceeding, all protected testimony, and further specify any  
14 portions of the testimony that qualify for protection under paragraph 3(a) of this Protective Order.  
15 When it is impractical to identify separately each portion of testimony that is entitled to  
16 protection, and when it appears that substantial portions of the testimony may qualify for  
17 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the  
18 record (before the deposition or proceeding is concluded) a right to have up to 30 days from  
19 receipt of the deposition or hearing transcript to identify the specific portions of the testimony as  
20 to which protection is sought.

21 Transcript pages containing Protected Material must be separately bound by the court  
22 reporter, who must affix to the bottom of each such page the legend “COVERED – SUBJECT TO  
23 PROTECTIVE ORDER,” or with a similar marking in a way that brings its attention to a  
24 reasonable examiner, as instructed by the Party or non-party offering or sponsoring the witness or  
25 presenting the testimony.

26 (c) for any Covered Document whose medium makes marking the Covered  
27 Document impractical, such as computer data, that the Producing Party mark the diskette case and  
28 any accompanying paper or e-mail cover letter “COVERED— PRODUCED SUBJECT TO

1 PROTECTIVE ORDER,” or with a similar marking in a way that brings its attention to a  
2 reasonable examiner. Designation and marking of Covered Documents in accordance with this  
3 paragraph shall be deemed effective to bring information contained in such documents under the  
4 protection of this Protective Order unless and until the Court orders otherwise.

5 (d) for information produced in some form other than documentary, and for  
6 other tangible items, that the Producing Party mark the exterior of the container(s) in which the  
7 information or item is stored with the legend “COVERED — PRODUCED SUBJECT TO  
8 PROTECTIVE ORDER,” or with a similar marking in a way that brings its attention to a  
9 reasonable examiner.

## 10 5. CHALLENGING COVERED DESIGNATIONS

11 5.1 Available Challenges. The Receiving Party may challenge the Producing Party’s  
12 designation of material for protection or the Producing Party’s failure to designate material for  
13 protection under this Protective Order.

14 5.2 Timing of Challenges. A Party does not waive its right to challenge a covered  
15 designation, or failure to designate, by electing not to mount a challenge promptly after the  
16 original designation is made.

17 5.3 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
18 Party’s covered designation or lack thereof must do so in good faith and must begin the process  
19 by conferring with counsel for the Designating Party. In conferring, the challenging Party must  
20 explain the basis for its belief that the covered designation or lack thereof was not proper and  
21 must give the Designating Party an opportunity to review the designated material, to reconsider  
22 the circumstances, and, if no change in designation is offered, to explain the basis for the  
23 chosen designation or lack thereof. A challenging Party may proceed to the next stage of the  
24 challenge process only if it has engaged in this meet and confer process first.

25 5.4 Judicial Intervention. A Party that elects to press a challenge to a covered  
26 designation or lack thereof after considering the justification offered by the Designating Party  
27 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule  
28 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for

1 the challenge. Any such motion must be accompanied by a competent declaration that affirms  
2 that the movant has complied with the meet and confer requirements imposed in the preceding  
3 paragraph and that sets forth with specificity the justification for the covered designation that  
4 was given by the Designating Party in the meet and confer dialogue. The burden of persuasion  
5 in any such challenge proceeding shall be on the Party advocating the inclusion of a covered  
6 designation on Disclosure or Discovery Material. Until the Court rules on the Party's  
7 challenge, all parties shall provisionally treat the challenged material as subject to the  
8 protections of this Protective Order.

9 6. DURATION

10 Even after the termination of this litigation, the obligations imposed by this Protective  
11 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
12 otherwise directs.

13 7. DISCLOSURE AND USE OF PROTECTED MATERIAL

14 7.1 Disclosure of Protected Material. Defendants are authorized to release records  
15 protected under the Privacy Act, 38 U.S.C. § 5701, or HIPAA, without obtaining prior written  
16 consent of the individuals to whom the records pertain, to the persons identified in  
17 subparagraphs (a)-(h), below. Except upon the prior written consent of the Producing Party  
18 originally designating Protected Material as containing information within the scope of  
19 paragraph 3(a) of this Order, or as otherwise expressly provided in this Order, Protected  
20 Material may be disclosed only to:

21 (a) Counsel in this action, as well as employees of Plaintiffs and Plaintiffs'  
22 Counsel to whom it is reasonably necessary to disclose the information for this litigation and who  
23 have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

24 (b) Certain designated representatives of Plaintiffs (two representatives from  
25 Plaintiff non-profit corporation and three representatives of the Individual Plaintiffs) who have  
26 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

1 (c) Experts (as defined in this Protective Order) to whom disclosure is  
2 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
3 Protective Order” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters, their staffs, and professional vendors to whom disclosure is  
6 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
7 Protective Order” (Exhibit A);

8 (f) during depositions or in preparation of affidavits or declarations for pretrial  
9 testimony, to fact witnesses in the action (and their counsel) to whom disclosure is reasonably  
10 necessary for this litigation and who have signed the “Agreement to Be Bound by Protective  
11 Order” (Exhibit A). As set forth in paragraph 4.3(b), pages of transcribed deposition testimony or  
12 exhibits to depositions that reveal Protected Material must be separately bound by the court  
13 reporter and may not be disclosed to anyone except as permitted under this Protective Order;

14 (g) the author or listed recipient of the document or the original source of the  
15 Protected Material; and

16 (h) the person to whom the Protected Material pertains.

17 7.2 Use of Protected Material. Except as provided in paragraph 12.3, unless  
18 otherwise ordered by a court or otherwise provided in this Order, Protected Material received  
19 by a Party during the course of this litigation may be used only in connection with the  
20 prosecution or defense of this litigation and for no other purpose and shall be marked by the  
21 Producing Party as “COVERED — PRODUCED SUBJECT TO PROTECTIVE ORDER,” or  
22 with a similar marking in a way that brings its attention to a reasonable examiner.

23 7.3 Encryption of Electronic Covered Material. Specifically with regard to Covered  
24 Material produced by Defendants in this action on electronic storage media, the Receiving Party  
25 must maintain, transmit and store such data using an encryption program that is certified by the  
26 National Institute of Standards and Technology as FIPS 140-2 compliant.

27 7.4 Location of Covered Material Produced by Defendants. All Covered Material  
28 produced by Defendants to Plaintiffs must be stored and maintained at all times at the offices of

1 Plaintiffs' Counsel of Record. Further, all encryption keys supplied by Defendants or  
2 Defendants' agents must be kept exclusively in the offices of Plaintiffs' Counsel of Record and  
3 must be continuously protected in such a way as to not be disclosed to any other person under  
4 any circumstances. Absent prior approval of this Court, no person to whom Plaintiffs are  
5 authorized to disclose such information shall be allowed to remove Protected Material,  
6 including all copies, abstracts, compilations, summaries or any other form of reproducing or  
7 capturing such Covered Material, from the offices of Plaintiffs' Counsel of Record.

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

10 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
11 would compel disclosure of Protected Material, the Receiving Party must so notify the  
12 Designating Party, in writing (by electronic mail, if possible) immediately, and in no event more  
13 than what is reasonable with the exercise of due diligence, after receiving the subpoena or order.  
14 Such notification must include a copy of the subpoena or court order. The Receiving Party also  
15 must immediately inform in writing the party who caused the subpoena or order to issue in the  
16 other litigation that some or all the material covered by the subpoena or order is the subject of this  
17 Protective Order. In addition, the Receiving Party must deliver a copy of this Protective Order  
18 promptly to the party in the other action that caused the subpoena or order to issue. The purpose  
19 of imposing these duties is to alert the interested parties to the existence of this Protective Order  
20 and to afford the Designating Party in this case an opportunity to try to protect its confidentiality  
21 interests in the court from which the subpoena or order issued. The Designating Party shall bear  
22 the burdens and the expenses of seeking protection in that court of its confidential material – and  
23 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party  
24 in this action to disobey a lawful directive from another court.

25 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 Except as provided in paragraph 12.3, if a Receiving Party learns that, by inadvertence or  
27 otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized  
28 under this Protective Order, the Receiving Party must immediately (a) notify in writing the

1 Designating Party of the unauthorized disclosure(s), (b) use its best efforts to retrieve all copies of  
2 the Protected Material, (c) inform the person or persons to whom unauthorized disclosure(s) were  
3 made of all the terms of this Protective Order, if they are not already so informed, and (d) request  
4 such person or persons to execute the “Acknowledgment and Agreement to Be Bound” attached  
5 hereto as Exhibit A, if they have not already done so. Failure to designate any materials as  
6 subject to the terms of this Protective Order shall not constitute a waiver of any subsequent  
7 assertion that the materials are covered by this Protective Order. Unauthorized disclosure for an  
8 improper purpose may subject the disclosing party to sanctions.

9 10. FILING PROTECTED MATERIAL

10 Without written permission from the Designating Party or a court order secured after  
11 appropriate notice to all interested persons, a Party may not file in the public record in this action  
12 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
13 with Civil Local Rule 79-5.

14 11. FINAL DISPOSITION

15 Except as otherwise required by statute, including the Federal Records Act, 44 U.S.C. §  
16 3010, *et seq.*, or regulation, within ninety (90) days after the final termination of this action, each  
17 Receiving Party must return all Protected Material to the Producing Party, unless otherwise  
18 ordered or agreed in writing by the Producing Party. As used in this subdivision, “all Protected  
19 Material” includes all copies, abstracts, compilations, summaries or any other form of  
20 reproducing or capturing any of the Covered Documents or Covered Information. With  
21 permission in writing from the Designating Party, the Receiving Party may destroy some or all of  
22 the Protected Material instead of returning it. Whether the Protected Material is returned or  
23 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the ninety (90) day deadline that  
25 identifies (by category, where appropriate) all the Protected Material that was returned or  
26 destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,  
27 compilations, summaries or other forms of reproducing or capturing any of the Covered  
28 Documents and Covered Information. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
2 correspondence or attorney work product, even if such materials contain Protected Material. Any  
3 such archival copies that contain or constitute Protective Material remain subject to this  
4 Protective Order as set forth in Section 6 (DURATION), above.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Protective Order abridges the right of  
7 any person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
9 Order, no Party waives any right it otherwise would have to object to disclosing or producing  
10 any information or item on any ground not addressed in this Protective Order. Similarly, no  
11 Party waives any right to object on any ground to the use in evidence of any of the material  
12 covered by this Protective Order.

13 12.3 No effect on Existing Rights. The status of a document or information as  
14 Protected Material in this litigation shall not prevent disclosure or use as permitted by law or  
15 compelled by order of any court, or restrict a party's use outside of this litigation of materials  
16 produced by that Party. This Protective Order does not restrict individual Plaintiffs' use of  
17 Privacy Act, 38 U.S.C. § 5701, or HIPAA protected records pertaining to them. Nothing in  
18 this Protective Order shall be construed to confer rights on any third party, except to the extent  
19 that a third party produces documents or other information in this action subject to the terms of  
20 this Protective Order.

21 12.4 Neither the United States of America, United States Department of Justice,  
22 Central Intelligence Agency, United States Department of Defense, United States Department  
23 of the Army, United States Department of Veterans Affairs, nor any of their officers,  
24 employees, or attorneys, shall bear any responsibility or liability for any unauthorized  
25 disclosure of any documents obtained by Plaintiffs' counsel under this Order, or of any  
26 information contained in such documents.

27 12.5 This Order does not constitute any ruling on the question of whether any particular  
28 document or category of information is properly discoverable and does not constitute any ruling

1 on any potential objection to the discoverability, relevance, or admissibility of any record, other  
2 than objections based on the Privacy Act, 38 U.S.C. § 5701, or HIPAA.

3 12.6 This Order does not operate to waive any statutory or common law privileges, or  
4 legal duties, not to disclose information.

5

6 IT IS SO ORDERED.

7

8 DATED: \_\_\_\_\_

\_\_\_\_\_   
JAMES LARSON   
UNITED STATES MAGISTRATE JUDGE

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Vietnam Veterans of America, et al., v. Central Intelligence Agency, et al.*, Case No. CV 09-0037-CW. I agree to comply with and to be bound by all the terms of this 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 Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this 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 Protective Order.

Date:

Printed name:

[printed name]

Signature:

**Beaudoin, Kathy E.**

---

**From:** ECF-CAND@cand.uscourts.gov  
**Sent:** Wednesday, September 15, 2010 7:42 PM  
**To:** efiling@cand.uscourts.gov  
**Subject:** Activity in Case 4:09-cv-00037-CW Vietnam Veterans of America et al v. Central Intelligence Agency et al Memorandum in Opposition

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

**\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

U.S. District Court  
 Northern District of California  
**Notice of Electronic Filing or Other Case Activity**

---

NOTE: Please read this entire notice before calling the Help Desk. If you have questions, please email the Help Desk by replying to this message; include your question or comment along with the original text.

Please note that these Notices are sent for all cases in the system when any case activity occurs, regardless of whether the case is designated for e-filing or not, or whether the activity is the filing of an electronic document or not.

---

If there are **two** hyperlinks below, the first will lead to the docket and the second will lead to an e-filed document.

***If there is no second hyperlink, there is no electronic document available .***

See the FAQ posting 'I have a Notice of Electronic Filing that was e-mailed to me but there's no hyperlink...' on the ECF home page at <https://ecf.cand.uscourts.gov> for more information.

---

The following transaction was received from by Farel, Lily entered on 9/15/2010 7:41 PM and filed on 9/15/2010

**Case Name:** Vietnam Veterans of America et al v. Central Intelligence Agency et al  
**Case Number:** [4:09-cv-00037-CW](#)  
**Filer:** United States of America  
 Central Intelligence Agency  
 United States Department of the Army  
 Leon Panetta  
 United States Department of Defense  
 Michael V. Hayden  
 Robert M. Gates  
 Pete Geren  
 Eric H. Holder, Jr

9/16/2010