

PUBLIC ENTITY DEFENDANT, NO FILING FEE PER GOV'T. CODE §6103

1 **NANCY P. DOUMANIAN, ESQ., SBN: 168925**  
 2 **DOUMANIAN & ASSOCIATES**  
 3 **2626 Foothill Boulevard, Suite 250**  
 4 **La Crescenta, California 91214**  
 5 **Telephone: (818) 248-4700**  
 6 **Facsimile: (818) 248-4701**

7 Attorneys for Defendant,  
 8 **GLENDALE UNIFIED SCHOOL DISTRICT, A Public Entity**

9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 A.P., a minor, by and through his  
 12 guardian ad litem, C.P.

13 Plaintiff,

14 v.

15 GLENDALE UNIFIED SCHOOL  
 16 DISTRICT, AND DOES 1-10  
 17 inclusive,

18 Defendants.

CASE NO. 2:16-CV-01404-GW-FFM

**PROTECTIVE ORDER  
 REGARDING DISCOVERY  
 CONCERNING MINOR  
 PLAINTIFF'S SCHOOL;  
 MEDICAL AND SPECIAL  
 EDUCATION RECORDS**

**(NOTE CHANGES MADE BY  
 COURT)**

19 GOOD CAUSE APPEARING, the Court hereby approves this Stipulation  
 20 and Protective Order on the following terms:

21 1. **THE PARTIES & RELATED PARTIES.** This Stipulation is  
 22 entered into by and between the following persons or parties:

23 Plaintiff, A.P., a minor by and through his Guardian ad Litem, C.P., and  
 24 their attorneys of record Surisa Rivers of Surisa Rivers Law Office; and

25 Defendant, GLENDALE UNIFIED SCHOOL DISTRICT, and its attorneys  
 26 Nancy Doumanian of Doumanian & Associates.  
 27  
 28

1           2.     **SCOPE OF DISCOVERY**. Discovery in this matter has or will  
2 occur between the parties, and the parties anticipate that during the course of  
3 discovery in this litigation documents and information will be requested and  
4 exchanged that are or will include matters that are privileged, proprietary,  
5 confidential, private and/or otherwise protected from general and public disclosure.  
6 The parties mutually agree and stipulate to the following Protective Order in order  
7 to facilitate the production and exchange of documents and information between  
8 them for use through the final disposition of this litigation, whether through award,  
9 settlement, judgment or appeal.

10           In this Stipulation and Protective Order, the words set forth below shall have  
11 the following meanings:

12           a.     “Proceeding” means the above-entitled proceeding (Case No.  
13 BC562719) and all discovery or information related to the pending lawsuit.

14           b.     “Court” means the Hon. George H. Wu, or any other judge to which  
15 this Proceeding may be assigned, including Court staff participating in such  
16 proceedings.

17           c.     “Confidential” means any information which is in the possession of a  
18 Designating Party who believes in good faith that such information is entitled to  
19 confidential treatment under applicable law.

20           d.     “Confidential Materials” means any Documents, Testimony or  
21 Information as defined below designated as “Confidential” pursuant to the  
22 provisions of this Stipulation and Protective Order.

23           e.     “Designating Party” means the Party that designates Materials as  
24 “Confidential.”

25           f.     “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge,  
26 give, or make available Materials, or any part thereof, or any information contained  
27 therein.

28

1 g. "Documents" means (i) any "Writing," "Original," and "Duplicate" as  
2 those terms are defined by California Evidence Code Sections 250, 255, and 260,  
3 which have been produced in discovery in this Proceeding by any person, and (ii)  
4 any copies, reproductions, or summaries of all or any part of the foregoing.

5 h. "Information" means the content of Documents or Testimony.

6 i. "Testimony" means all depositions, declarations or other testimony  
7 taken or used in this Proceeding. "Documents" includes any documents sought by  
8 any party, including without limitation "writings" as defined in California  
9 Evidence Code Section 250.

10 j. "Education records" means all information about a student that is  
11 maintained by Glendale Unified School District in any recorded way, including:

12 i. date and place of birth, parent(s) and/or guardian addresses, and  
13 where parents can be contacted in emergencies;

14 ii. grades, test scores, courses taken academic specializations and  
15 activities, and official letters regarding a student's status in school;

16 iii. Special education records;

17 iv. IEP records or 504 Plan records;

18 v. Records of any School Psychologist or Counselor;

19 vi. The cum file with the School District;

20 vii. School records of any former or current school of either  
21 Plaintiff.

22 viii. Disciplinary records;

23 ix. Medical and health records that the school creates or collects  
24 and maintains;

25 x. Any records of any written or other communication between the  
26 school and the family of the plaintiff;

27 xi. Documentation of attendance, schools attended, courses taken,  
28 awards conferred, and degrees earned;

1           xii. Personal information such as a student's identification code,  
2           social security number, picture, or other information that would make it easy  
3           to identify or locate a student.

4           k. “Medical records” means all information provided by plaintiff’s  
5           health care providers to include any medical doctor, mental health care provider  
6           (including any therapist, counsel, psychologist, psychiatrist), or any record of any  
7           medical or mental health care provider who treated or evaluated the Plaintiff at any  
8           time.

9           3. The Designating Party, at his/her/its/their option shall have the right to  
10          designate as “Confidential” any Documents, Testimony or Information that the  
11          Designating Party in good faith believes to contain non-public information that is  
12          entitled to confidential treatment under applicable law.

13          4. The entry of this Stipulation and Protective Order does not alter,  
14          waive, modify, or abridge any right, privilege or protection otherwise available to  
15          any Party with respect to the discovery of matters, including but not limited to any  
16          Party’s right to assert the attorney-client privilege, the attorney work product  
17          doctrine, or other privileges, or any Party’s right to contest any such assertion.

18          5. Any Documents, Testimony or Information to be designated as  
19          “Confidential” must be clearly so designated before the Document, Testimony or  
20          Information is Disclosed or produced.

21          a. For Documents (apart from transcripts of depositions or other pretrial  
22          or trial proceedings), the Designating Party must affix the legend “Confidential” on  
23          each page of any Document containing such designated Confidential Material.

24          b. For Testimony given in depositions the Designating Party may either:

25                  i. identify on the record, before the close of the deposition, all  
26                  “Confidential” Testimony, by specifying all portions of the Testimony that  
27                  qualify as “Confidential;” or  
28

1           ii.     designate the entirety of the Testimony at the deposition as  
2     “Confidential” (before the deposition is concluded) with the right to identify  
3     more specific portions of the Testimony as to which protection is sought  
4     within 30 days following receipt of the deposition transcript. In  
5     circumstances where portions of the deposition Testimony are designated for  
6     protection, the transcript pages containing “Confidential” Information may  
7     be separately bound by the court reporter, who must affix to the top of each  
8     page the legend “Confidential,” as instructed by the Designating Party.

9           c.     For Information produced in some form other than Documents, and  
10    for any other tangible items, including, without limitation, compact discs or DVDs,  
11    the Designating Party must affix in a prominent place on the exterior of the  
12    container or containers in which the Information or item is stored the legend  
13    “Confidential.” If only portions of the Information or item warrant protection, the  
14    Designating Party, to the extent practicable, shall identify the “Confidential”  
15    portions.

16           6.     The inadvertent production by any of the undersigned Parties or non-  
17    Parties to the Proceedings of any Document, Testimony or Information during  
18    discovery in this Proceeding without a “Confidential” designation, shall be without  
19    prejudice to any claim that such item is “Confidential” and such Party shall not be  
20    held to have waived any rights by such inadvertent production. In the event that  
21    any Document, Testimony or Information that is subject to a “Confidential”  
22    designation is inadvertently produced without such designation, the Party that  
23    inadvertently produced the document shall give written notice of such inadvertent  
24    production within twenty (20) days of discovery of the inadvertent production,  
25    together with a further copy of the subject Document, Testimony or Information  
26    designated as “Confidential” (the “Inadvertent Production Notice”). Upon receipt  
27    of such Inadvertent Production Notice, the Party that received the inadvertently  
28    produced Document, Testimony or Information shall promptly destroy the

1 inadvertently produced Document, Testimony or Information and all copies  
2 thereof, or, at the expense of the producing Party, return such together with all  
3 copies of such Document, Testimony or Information to counsel for the producing  
4 Party and shall retain only the “Confidential” designated Materials. Should the  
5 receiving Party choose to destroy such inadvertently produced Document,  
6 Testimony or Information, the receiving Party shall notify the producing Party in  
7 writing of such destruction within ten (10) days of receipt of written notice of the  
8 inadvertent production. This provision is not intended to apply to any inadvertent  
9 production of any Information protected by attorney-client or work product  
10 privileges. In the event that this provision conflicts with any applicable law  
11 regarding waiver of confidentiality through the inadvertent production of  
12 Documents, Testimony or Information, such law shall govern.

13         7.       In the event that counsel for a Party receiving Documents, Testimony  
14 or Information in discovery designated as “Confidential” objects to such  
15 designation with respect to any or all of such items, said counsel shall advise  
16 counsel for the Designating Party, in writing, of such objections, the specific  
17 Documents, Testimony or Information to which each objection pertains, and the  
18 specific reasons and support for such objections (the “Designation Objections”).  
19 Counsel for the Designating Party shall have thirty (45) days from receipt of the  
20 written Designation Objections to either (a) agree in writing to de-designate  
21 Documents, Testimony or Information pursuant to any or all of the Designation  
22 Objections and/or (b) file a motion with the Court seeking to uphold any or all  
23 designations on Documents, Testimony or Information addressed by the  
24 Designation Objections (the “Designation Motion”). Pending a resolution of the  
25 Designation Motion by the Court, any and all existing designations on the  
26 Documents, Testimony or Information at issue in such Motion shall remain in  
27 place. In the event that the Designation Objections are neither timely agreed to nor  
28 timely addressed in the Designation Motion, then such Documents, Testimony or

1 Information shall be de-designated in accordance with the Designation Objection  
2 applicable to such material.

3 8. Access to and/or Disclosure of Confidential Materials designated as  
4 “Confidential” shall be permitted only to the following persons:

5 a. the Court;  
6 b. (1) Attorneys of record in the Proceedings and their affiliated  
7 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who  
8 are actively involved in the Proceedings and are not employees of any Party. (2)  
9 In-house counsel to the undersigned Parties and the paralegal, clerical and  
10 secretarial staff employed by such counsel. Provided, however, that each non-  
11 lawyer given access to Confidential Materials shall be advised that such Materials  
12 are being Disclosed pursuant to, and are subject to, the terms of this Stipulation  
13 and Protective Order and that they may not be Disclosed other than pursuant to its  
14 terms;

15 c. those officers, directors, partners, members, employees and agents of  
16 all nondesignating Parties that counsel for such Parties deems necessary to aid  
17 counsel in the prosecution and defense of this Proceeding; provided, however, that  
18 prior to the Disclosure of Confidential Materials to any such officer, director,  
19 partner, member, employee or agent, counsel for the Party making the Disclosure  
20 shall deliver a copy of this Stipulation and Protective Order to such person, shall  
21 explain that such person is bound to follow the terms of such Order, and shall  
22 secure the signature of such person on a statement in the form attached hereto as  
23 Exhibit A;

24 d. court reporters in this Proceeding (whether at depositions, hearings, or  
25 any other proceeding);

26 e. any deposition, trial or hearing witness in the Proceeding who  
27 previously has had access to the Confidential Materials, or who is currently or was

28 ///

1 previously an officer, director, partner, member, employee or agent of an entity  
2 that has had access to the Confidential Materials;

3 f. any deposition or non-trial hearing witness in the Proceeding who  
4 previously did not have access to the Confidential Materials; provided, however,  
5 that each such witness given access to Confidential Materials shall be advised that  
6 such Materials are being Disclosed pursuant to, and are subject to, the terms of this  
7 Stipulation and Protective Order and that they may not be Disclosed other than  
8 pursuant to its terms;

9 g. mock jury participants who are unrelated to the Proceeding, provided,  
10 however, that prior to the Disclosure of Confidential Materials to any such mock  
11 jury participant, counsel for the Party making the Disclosure shall deliver a copy of  
12 this Stipulation and Protective Order to such person, shall explain that such person  
13 is bound to follow the terms of such Order, and shall secure the signature of such  
14 person on a statement in the form attached hereto as Exhibit A.

15 h. outside experts or expert consultants consulted by the undersigned  
16 Parties or their counsel in connection with the Proceeding, whether or not retained  
17 to testify at any oral hearing; provided, however, that prior to the Disclosure of  
18 Confidential Materials to any such expert or expert consultant, counsel for the  
19 Party making the Disclosure shall deliver a copy of this Stipulation and Protective  
20 Order to such person, shall explain its terms to such person, and shall secure the  
21 signature of such person on a statement in the form attached hereto as Exhibit A. It  
22 shall be the obligation of counsel, upon learning of any breach or threatened breach  
23 of this Stipulation and Protective Order by any such expert or expert consultant, to  
24 promptly notify counsel for the Designating Party of such breach or threatened  
25 breach; and

26 i. any other person that the Designating Party agrees to in writing.

27 9. Confidential Materials shall be used by the persons receiving them  
28 only for the purposes of preparing for, conducting, participating in the conduct of,



1 and/or prosecuting and/or defending the Proceeding, and not for any business or  
2 other purpose whatsoever.

3 10. Any Party to the Proceeding (or other person subject to the terms of  
4 this Stipulation and Protective Order) may ask the Court, after appropriate notice to  
5 the other Parties to the Proceeding, to modify or grant relief from any provision of  
6 this Stipulation and Protective Order.

7 11. Entering into, agreeing to, and/or complying with the terms of this  
8 Stipulation and Protective Order shall not:

9 a. operate as an admission by any person that any particular Document,  
10 Testimony or Information marked “Confidential” contains or reflects trade secrets,  
11 proprietary, confidential or competitively sensitive business, commercial, financial  
12 or personal information; or

13 b. prejudice in any way the right of any Party (or any other person  
14 subject to the terms of this Stipulation and Protective Order):

15 i. to seek a determination by the Court of whether any particular  
16 Confidential Material should be subject to protection as “Confidential”  
17 under the terms of this Stipulation and Protective Order; or

18 ii. to seek relief from the Court on appropriate notice to all other  
19 Parties to the Proceeding from any provision(s) of this Stipulation and  
20 Protective Order, either generally or as to any particular Document, Material  
21 or Information.

22 12. Any Party to the Proceeding who has not executed this Stipulation and  
23 Protective Order as of the time it is presented to the Court for signature may  
24 thereafter become a Party to this Stipulation and Protective Order by its counsel’s  
25 signing and dating a copy thereof and filing the same with the Court, and serving  
26 copies of such signed and dated copy upon the other Parties to this Stipulation and  
27 Protective Order.

28 ///

1           13. Any Information that may be produced by a non-Party witness in  
2 discovery in the Proceeding pursuant to subpoena or otherwise may be designated  
3 by such non-Party as “Confidential” under the terms of this Stipulation and  
4 Protective Order, and any such designation by a non-Party shall have the same  
5 force and effect, and create the same duties and obligations, as if made by one of  
6 the undersigned Parties hereto. Any such designation shall also function as a  
7 consent by such producing Party to the authority of the Court in the Proceeding to  
8 resolve and conclusively determine any motion or other application made by any  
9 person or Party with respect to such designation, or any other matter otherwise  
10 arising under this Stipulation and Protective Order.

11           14. If any person subject to this Stipulation and Protective Order who has  
12 custody of any Confidential Materials receives a subpoena or other process  
13 (“Subpoena”) from any government or other person or entity demanding  
14 production of Confidential Materials, the recipient of the Subpoena shall promptly  
15 give notice of the same by electronic mail transmission, followed by either express  
16 mail or overnight delivery to counsel of record for the Designating Party, and shall  
17 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the  
18 Designating Party may, in its sole discretion and at its own cost, move to quash or  
19 limit the Subpoena, otherwise oppose production of the Confidential Materials,  
20 and/or seek to obtain confidential treatment of such Confidential Materials from  
21 the subpoenaing person or entity to the fullest extent available under law. The  
22 recipient of the Subpoena may not produce any Documents, Testimony or  
23 Information pursuant to the Subpoena prior to the date specified for production on  
24 the Subpoena.

25           15. Nothing in this Stipulation and Protective Order shall be construed to  
26 preclude either Party from asserting in good faith that certain Confidential  
27 Materials require additional protection. The Parties shall meet and confer to agree  
28 upon the terms of such additional protection.

1           16. If, after execution of this Stipulation and Protective Order, any  
2 Confidential Materials submitted by a Designating Party under the terms of this  
3 Stipulation and Protective Order is Disclosed by a non-Designating Party to any  
4 person other than in the manner authorized by this Stipulation and Protective  
5 Order, the non-Designating Party responsible for the Disclosure shall bring all  
6 pertinent facts relating to the Disclosure of such Confidential Materials to the  
7 immediate attention of the Designating Party.

8           17. This Stipulation and Protective Order is entered into without prejudice  
9 to the right of any Party to knowingly waive the applicability of this Stipulation  
10 and Protective Order to any Confidential Materials designated by that Party. If the  
11 Designating Party uses Confidential Materials in a non-Confidential manner, then  
12 the Designating Party shall advise that the designation no longer applies.

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

19           19. The Parties shall meet and confer regarding the procedures for use of  
20 Confidential Materials at trial and shall move the Court for entry of an appropriate  
21 order.

22           20. Nothing in this Stipulation and Protective Order shall affect the  
23 admissibility into evidence of Confidential Materials, or abridge the rights of any  
24 person to seek judicial review or to pursue other appropriate judicial action with  
25 respect to any ruling made by the Court concerning the issue of the status of  
26 Protected Material.

27           21. This Stipulation and Protective Order shall continue to be binding  
28 after the conclusion of this Proceeding and all subsequent proceedings arising from

1 this Proceeding, except that a Party may seek the written permission of the  
2 Designating Party or may move the Court for relief from the provisions of this  
3 Stipulation and Protective Order. To the extent permitted by law, the Court shall  
4 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
5 Order, even after the Proceeding is terminated.

6 22. Upon written request made within thirty (30) days after the settlement  
7 or other termination of the Proceeding, the undersigned Parties shall have thirty  
8 (30) days to either (a) promptly return to counsel for each Designating Party all  
9 Confidential Materials and all copies thereof (except that counsel for each Party  
10 may maintain in its files, in continuing compliance with the terms of this  
11 Stipulation and Protective Order, all work product, and one copy of each pleading  
12 filed with the Court, (b) agree with counsel for the Designating Party upon  
13 appropriate methods and certification of destruction or other disposition of such  
14 Confidential Materials, or (c) as to any Documents, Testimony or other  
15 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a  
16 Court order regarding proper preservation of such Materials. To the extent  
17 permitted by law the Court shall retain continuing jurisdiction to review and rule  
18 upon the motion referred to in sub-paragraph (c) herein.

19 23. After this Stipulation and Protective Order has been signed by counsel  
20 for all Parties, it shall be presented to the Court for entry. Counsel agree to be  
21 bound by the terms set forth herein with regard to any Confidential Materials that  
22 have been produced before the Court signs this Stipulation and Protective Order.

23 24. The Parties and all signatories to the Certification attached hereto as  
24 Exhibit A agree to be bound by this Stipulation and Protective Order pending its  
25 approval and entry by the Court. In the event that the Court modifies this  
26 Stipulation and Protective Order, or in the event that the Court enters a different  
27 Protective Order, the Parties agree to be bound by this Stipulation and Protective  
28 Order until such time as the Court may enter such a different Order. It is the

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

Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production of Confidential Materials under the terms herein.

**IT IS SO ORDERED.**

DATED: October 24, 2016

/S/FREDERICK F. MUMM  
HONORABLE FREDERICK F. MUMM  
United States Magistrate Judge

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 OF PROTECTIVE ORDER

I, \_\_\_\_\_, declare:

1. My address is: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. My present occupation is: \_\_\_\_\_

\_\_\_\_\_

3. I have received a copy of the Stipulation for Protective Order (the “Protective Order”) regarding confidential information in the action entitled A.P. v. Glendale Unified School District, Case No. 2:16-CV-01404-GW-FFM, pending in the United States District Court, Central District of California (the “Litigation”). I have carefully read and understand the provisions of the Protective Order.

4. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Protective Order, and will not copy or use except for purposes of the Litigation, any material designated “Confidential” which I receive in the Litigation.

Executed this \_\_\_ day of \_\_\_\_\_, 201\_\_ at

\_\_\_\_\_  
(city/state)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

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

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 2626 Foothill Boulevard, Suite 250, La Crescenta, CA 91214.

On **October 24, 2016**, I served the foregoing document, described as **PROTECTIVE ORDER REGARDING DISCOVERY CONCERNING MINOR PLAINTIFF'S SCHOOL; MEDICAL AND SPECIAL EDUCATION RECORDS** in this action by:

Submitting an electronic version of the document to ECF (Electronic Case Filing).

and by placing  the original of the document  true copies of the document in separate sealed envelopes to the following addresses:

Surisa Rivers, Esq.  
Sarah Gross, Esq.  
Surisa Rivers Law Office  
2529 Foothill Blvd. Suite 202  
La Crescenta, CA 91214  
Tel: (818) 330-7012  
Fax: (213) 402-6077  
Email: [surisa@riverslawoffice.org](mailto:surisa@riverslawoffice.org)  
Email: [sarah@riverslawoffice.org](mailto:sarah@riverslawoffice.org)

Attorneys for Plaintiff,  
A.P. by and through his guardian ad litem, C.P

**BY U.S. MAIL** - I deposited said envelopes in the mail at Los Angeles, California. The envelopes were mailed with fully prepaid postage affixed thereon. I am readily familiar with Doumanian & Associates' practice of collection and processing correspondence for mailing. Under that practice, documents are deposited with the U.S. Postal Service on the same day stated in this proof of service in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date stated in this proof of service.

**FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **October 24, 2016**, at La Crescenta, California.

\_\_\_\_\_  
Janna Delgado  
(Type or Print Name)

\_\_\_\_\_  
(Signature of Declarant)