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6 Attorneys for Defendants LOS ANGELES UNIFIED SCHOOL DISTRICT and ANI
 OGANESYAN

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 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

10
 11 ABRAHAM P., a minor by and through his
 Guardian Ad Litem, SONIA O,

12 Plaintiff,

13 vs.

14 LOS ANGELES UNIFIED SCHOOL
 DISTRICT; ONI OGANESYAN in her
 15 personal capacity, and DOES 1-10,
 16 inclusive,

17 Defendants.

Case No. 2:17-CV-03105 GW (FFMx)

Assigned to the HONORABLE GEORGE
 WU

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

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 19 1. **GOOD CAUSE STATEMENT**

20 Plaintiff Abraham P. (“Plaintiff”), formerly a student at Sophia T. Salvin
 21 Elementary School (“Salvin”) with Down syndrome, alleges, among other things, that
 22 Defendants Los Angeles Unified School District (“District”) and former teacher Ani
 23 Oganesyany (“Oganesyany”) (the District and Oganesyany are referred to collectively herein
 24 as “Defendants”) have violated the Americans With Disabilities Act, the Rehabilitation
 25 Act, and 42 U.S.C. § 1983 by, among other things, failing to accommodate him because
 26 of his disability, segregating him from general education classroom settings, and
 27 physically abusing him. Defendants deny Plaintiff’s allegations, deny his claims for
 28 injunctive relief and damages, and deny they have any liability to Plaintiff.

STIPULATED PROTECTIVE
 ORDER

Abraham P., et al. v. LAUSD, et al.
 Case No.: 17-CV-3105 GW (FFMx)

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1 The Parties anticipate that, in the course of discovery and in support of their claims
2 and defenses, they each may rely on confidential information, such as academic and/or
3 performance records, nursing and health records, medical information, psychoeducational
4 evaluations, and individualized education or 504 plans. The Parties, as well as third
5 parties whose confidential or private information may be discussed or referred to within
6 these documents, may be harmed if no protective order is entered to shield against the
7 dissemination of such private, confidential information. Disclosure and discovery
8 activity in this action is likely to involve production of such confidential, proprietary, or
9 private information, which warrants special protection from public disclosure and use for
10 any purpose other than prosecuting this litigation.

11 2. DEFINITIONS

12 2.1 Action: The above-titled lawsuit, Abraham P. v. Los Angeles Unified School
13 District, et al., Central District of California Case No. 2:17-CV-03105-GW (FFMx).

14 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it
17 is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and General Counsel (as well as their
21 support staff).

22 2.5 Designating Party: A Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: All items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including, among
26 other things, testimony, transcripts, and tangible things), that are produced or generated in
27 disclosures or responses to discovery in this matter.

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1 2.7 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action, or designated as a non-retained expert.

4 2.8 General Counsel: Attorneys who are employees of a party to this Action.
5 General Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: Attorneys who are not employees of a party to
10 this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm that has
12 appeared on behalf of that party, and includes support staff.

13 2.11 Party or Parties: Any party to this Action, including all of its officers,
14 directors, employees, consultants, retained experts, and Outside Counsel of Record or
15 General Counsel (and their support staffs).

16 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: Persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.14 Protected Material: Any Disclosure or Discovery Material that is designated
23 as “CONFIDENTIAL.”

24 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 3. SCOPE

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

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

4 Any use of Protected Material at trial shall be governed by the orders of this Court.
5 This Order does not govern the use of Protected Material at trial. The parties agree to
6 discuss as part of their pre-trial meet and confer obligations whether any protections are
7 needed for documents or information at trial.

8 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

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

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection, then that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

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1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
4 must be clearly so designated before the material is disclosed or produced, except for
5 documents or records produced prior to the execution of this Order, which may be so
6 designated at a later time.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form produced after the execution of this
9 Order (e.g., paper or electronic documents, but excluding transcripts of depositions or
10 other pretrial or trial proceedings), that the Producing Party affix at a minimum, the
11 legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins). For information in
15 documentary form produced prior to this Order, the Producing Party or the Receiving
16 Party may make such CONFIDENTIAL designation at a later date.

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

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1 A non-Producing Party that wishes to mark as Confidential documents produced
2 by another party may do so within 30 days of service of those documents on the non-
3 Producing Party, by providing to the Producing Party the necessary documents with the
4 Confidential legend, while maintaining any original bates stamping.

5 (b) for testimony given in depositions that the Designating Party identifies on the
6 record, before the close of the deposition all protected testimony or provides in written
7 form by marking brackets on the transcript of the deposition within thirty days of receipt
8 of such transcript, and serving a copy of the bracketed testimony on the non-Designating
9 Party.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior of
12 the container or containers in which the information is stored the legend
13 CONFIDENTIAL. If only a portion or portions of the information warrants protection,
14 the Producing Party, to the extent practicable, shall identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
16 qualified information or items does not, standing alone, waive the Designating Party's
17 right to secure protection under this Order for such material. Either party shall be entitled
18 to correct an inadvertent failure to designate as CONFIDENTIAL up to 45 days after
19 disclosure of the qualified information or material (or in the case of material disclose in a
20 deposition transcript or in exhibits thereto, up to 45 days after the receipt of the
21 transcript). Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the provisions
23 of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
26 of confidentiality at any time that is consistent with the Court's Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
28 process under Local Rules 7-3 and 37-1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Unless the Designating Party has waived or withdrawn the
3 confidentiality designation, all Parties shall continue to afford the material in question the
4 level of protection to which it is entitled under the Producing Party’s designation until the
5 Court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Designating Party or Receiving Party may use Protected
8 Material that is disclosed or produced by another Party or by a Non-Party in connection
9 with this Action only for prosecuting, defending, attempting to settle this Action, or in
10 documents necessary to settle or dismiss the Action. Such Protected Material may be
11 disclosed only to the categories of persons and under the conditions described in this
12 Order. When the Action has been terminated, a Receiving Party must comply with the
13 provisions of section 13 below (FINAL DISPOSITION).

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

17 7.2 Disclosure of CONFIDENTIAL Information or Items. Unless otherwise
18 ordered by the court or permitted in writing by the Designating Party, a Designating Party
19 or Receiving Party may disclose any information or item designated “CONFIDENTIAL”
20 only to:

21 (a) the Designating Party or Receiving Party’s Outside Counsel of Record in this
22 Action, as well as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including General Counsel) of the
25 Designating Party or Receiving Party to whom disclosure is reasonably necessary for
26 this Action;

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
7 whom disclosure is reasonably necessary for this Action and who have signed Exhibit A;

8 (g) the author or recipient of a document containing the information or a custodian
9 or other person who otherwise possessed or knew the information;

10 (h) during Non-Party depositions, Non-Party witnesses, and attorneys for Non-
11 Party witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)
12 the deposing party requests that the witness sign the form attached as Exhibit A hereto;
13 and (2) they will not be permitted to keep any confidential information unless they sign
14 Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court.
15 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
16 Material may be separately bound by the court reporter and may not be disclosed to
17 anyone except as permitted under this Stipulated Protective Order; and

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

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

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

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

27 (b) promptly notify in writing the party who caused the subpoena or order to issue
28 in the other litigation that some or all of the material covered by the subpoena or order is

1 subject to this Protective Order. Such notification shall include a copy of this Stipulated
2 Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
4 Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 CONFIDENTIAL before a determination by the court from which the subpoena or order
8 issued, unless the Party has obtained the Designating Party's permission. The
9 Designating Party shall bear the burden and expense of seeking protection in that court of
10 its confidential material and nothing in these provisions should be construed as
11 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
12 from another court.

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

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

20 (b) In the event that a Party is required, by a valid discovery request, to produce a
21 Non-Party's confidential information in its possession, and the Party is subject to an
22 agreement with the Non-Party not to produce the Non-Party's confidential information,
23 then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that some
25 or all of the information requested is subject to a confidentiality agreement with a Non-
26 Party;

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

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

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

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain inadvertently
26 produced material is subject to a claim of privilege or other protection, the obligations of
27 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
28 This provision is not intended to modify whatever procedure may be established in an e-

1 discovery order that provides for production without prior privilege review. Pursuant to
2 Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the
3 effect of disclosure of a communication or information covered by the attorney-client
4 privilege or work product protection, the parties may incorporate their agreement in the
5 stipulated protective order submitted to the Court. An inadvertent disclosure shall not be
6 deemed to be a waiver of any privilege or protection.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek the Court’s modification in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to disclosing
12 or producing any information or item on any ground not addressed in this Stipulated
13 Protective Order. Similarly, no Party waives any right to object on any ground to use in
14 evidence of any of the material covered by this Protective Order, including without
15 limitation, at deposition, any hearing or proceeding in this Action, or trial.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
17 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
18 under seal pursuant to a court order authorizing the sealing of the specific Protected
19 Material at issue. If the Court denies a Party’s request to file Protected Material under
20 seal, then the Receiving Party may file the information in the public record unless the
21 Court instructs otherwise.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60 days
24 of a written request by the Designating Party, each Receiving Party must return all
25 Protected Material to the Producing Party or destroy such material. As used in this
26 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected Material
28 except such abstracts or summaries that are protected attorney work product. Whether

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the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, discovery sanctions. However, before any party seeks to prosecute any violation of this Order, said party must engage in a good faith meet and confer effort to resolve the dispute.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 31, 2017

/S/FREDERICK F. MUMM
Hon. Frederick F. Mumm
United States Magistrate Judge