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

VERONICA ORTEGA-GAMEZ,
Plaintiff,

v.
ANAHEIM UNION HIGH SCHOOL
DISTRICT, a public entity; BRAD
JACKSON, individually and in his official
capacity; DR. SUSAN FERENCZ,
individually and in her official capacity;
Does 1-10,

Defendants.

Case No.: 8:16-cv-01562-AG (ASx)

STIPULATED PROTECTIVE ORDER

[Jury Trial Demanded]

At least some of the documents and information (“materials”) being disclosed or sought through discovery in the above-captioned action are normally kept confidential by the parties. The materials to be exchanged throughout the course of the litigation between the parties may contain financial, commercial, or insurance information, or private information concerning student or employee records that would otherwise be protected by both federal and state privacy laws, including but not limited to FERPA and the United States and California Constitutions, as is contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such materials as much as practical during the litigation.

Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does
2 not confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable
5 legal principles. The parties further acknowledge, as set forth in Section 13 below, that
6 this Stipulated Protective Order does not entitle them to file confidential information
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
8 the standards that will be applied when a party seeks permission from the court to file
9 material under seal.

10
11 **THEREFORE:**

12 DEFINITIONS

13 1. The term “Confidential Information” will mean and include information
14 contained or disclosed in any materials, including documents, portions of documents,
15 answers to interrogatories, responses to requests for admissions, trial testimony,
16 deposition testimony, and transcripts of trial testimony and depositions, including
17 data, summaries, and compilations derived therefrom that is deemed to be
18 Confidential Information by any party to which it belongs.

19 2. The term “materials” will include, but is not limited to: medical records;
20 financial records, including tax returns and schedules; documents; correspondence;
21 memoranda; bulletins; minutes; telegrams; letters; statements; cancelled checks;
22 contracts; drafts; worksheets; notes of conversations; desk diaries; appointment books;
23 expense accounts; recordings; photographs; motion pictures; compilations from which
24 information can be obtained and translated into reasonably usable form through
25 detection devices; sketches; drawings; notes (including laboratory notebooks and
26 records); reports; instructions; disclosures; other writings; models and prototypes and
27 other physical objects.

1 purpose (e.g., to unnecessarily encumber or retard the case development process or to
2 impose unnecessary expenses or burdens on other parties) under the Federal Rules of
3 Civil Procedure and applicable law expose the designating party to sanctions.

4 5. Producing Materials for Inspection: If the producing party elects to
5 produce materials for inspection, no marking need be made by the producing party
6 before the initial inspection. For purposes of the initial inspection, all materials
7 produced will be considered as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY,” and must be treated as such pursuant to the terms of this Order. Thereafter,
9 upon selection of specified materials for copying by the inspecting party, the
10 producing party must, within a reasonable time prior to producing those materials to
11 the inspecting party, mark the copies of those materials that contain Confidential
12 Information with the appropriate confidentiality marking.

13 6. Depositions: Whenever a deposition taken on behalf of any party
14 involves a disclosure of Confidential Information of any party:

15 a. The deposition or portions of the deposition must be designated as
16 containing Confidential Information subject to the provisions of this Order; such
17 designation must be made on the record whenever possible, but a party may designate
18 portions of depositions as containing Confidential Information after transcription of
19 the proceedings; a party will have until seven (7) days after receipt of the deposition
20 transcript to inform the other party or parties to the action of the portions of the
21 transcript to be designated “CONFIDENTIAL” or “CONFIDENTIAL - FOR
22 COUNSEL ONLY.”

23 b. The disclosing party will have the right to exclude from attendance
24 at the deposition, during such time as the Confidential Information is to be disclosed,
25 any person other than the deponent, counsel (including their staff and associates),
26 parties, the court reporter, and the person(s) agreed upon pursuant to paragraph 8
27 below; and

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1 c. The originals of the deposition transcripts and all copies of the
2 deposition must bear the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
3 – ATTORNEYS’ EYES ONLY,” as appropriate, and the original or any copy
4 ultimately presented to a court for filing must not be filed unless it can be
5 accomplished under seal, identified as being subject to this Order, and protected from
6 being opened except by order of this Court.

7 7. Disclosure and Use of Confidential Information: All Confidential
8 Information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” must not be disclosed by the receiving party to anyone
10 other than those persons designated within this order and must be handled in the
11 manner set forth below and, in any event, must not be used for any purpose other than
12 in connection with this litigation, unless and until such designation is removed either
13 by agreement of the parties, or by order of the Court.

14 8. Disclosure of Material Designated “CONFIDENTIAL”: Information
15 designated “CONFIDENTIAL” may be disclosed only to:

- 16 a. Counsel for the parties (as defined in paragraph 3);
17 b. The parties, including any director, officer, or employee of any
18 party with a “need to know” the information;
19 c. Insurers for any party, provided that they have executed the
20 attached Agreement to Be Bound by Protective Order;
21 d. Experts and consultants who are providing advice in connection
22 with this action, provided that they have executed the Agreement to Be Bound by
23 Protective Order;
24 e. Fact witnesses or potential percipient witnesses at or in preparation
25 for deposition or trial, provided that they have executed the Agreement to Be Bound
26 by Protective Order;

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1 f. Professional vendors to whom disclosure is reasonably necessary
2 for this litigation, provided that they have executed the Agreement to Be Bound by
3 Protective Order;

4 g. Certified Shorthand Reporters, including deposition and Court
5 reporters and their staff;

6 h. The Court and any other trier of fact in this action, and their
7 personnel;

8 i. Stenographic and clerical employees associated with the
9 individuals identified above; and

10 j. Such other persons as may be designated by written agreement of
11 the parties or by court order.

12 9. Disclosure of Material Designated “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY”: Information designated “HIGHLY CONFIDENTIAL
14 – ATTORNEYS’ EYES ONLY” may be disclosed only to:

15 a. Counsel for the parties (as defined in paragraph 3);

16 b. Independent experts and consultants who are providing advice in
17 connection with this action, provided that they have executed the Agreement to Be
18 Bound by Protective Order;

19 c. Professional vendors to whom disclosure is reasonably necessary
20 for this litigation, provided that they have executed the Agreement to Be Bound by
21 Protective Order;

22 d. Certified Shorthand Reporters, including deposition and Court
23 reporters, and their staff;

24 e. The Court and any other trier of fact in this action, and their
25 personnel;

26 f. Stenographic and clerical employees associated with the
27 individuals identified above; and

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1 g. Such other persons as may be designated by written agreement of
2 the parties or by court order.

3 10. Disclosure to Authors and Recipients: With respect to material
4 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY,” any person indicated on the face of the document to be its originator,
6 author or a recipient of a copy of the document from the originator or author, may be
7 shown the same.

8 11. Storage of Confidential Information: All information that has been
9 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY” by the producing or disclosing party, and any and all reproductions of
11 that information, must be retained in the custody of the counsel for the receiving party
12 identified in paragraph 3,¹ except that independent experts authorized to view such
13 information under the terms of this Order may retain custody of any copies necessary
14 for their participation in this litigation.

15 12. Executed Agreements to Be Bound by Protective Order: The counsel of
16 record who has secured any executed Agreement to Be Bound by Protective Order
17 from any individual or entity shall maintain it in his or her files until the conclusion of
18 this action, including any appeals. Absent counsel of record’s consent, an executed
19 Agreement to Be Bound by Protective Order may be discovered only by court order.

20 13. Duty to Request Filing Under Seal: Before any materials that are
21 designated as Confidential Information are filed with the Court for any purpose, the
22 party seeking to file such material must seek permission of the Court to file the
23 material under seal.

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27 ¹ Documents stored by vendors retained by outside counsel of record shall be
28 considered to be in the custody of outside counsel of record, provided that such
vendors have executed the Agreement to Be Bound by Protective Order.

1 14. Objecting to Designations: At any stage of these proceedings, any party
2 may object to a designation of information as Confidential Information. The party
3 objecting to confidentiality must notify, in writing, counsel for the designating party
4 of the objected-to materials and the grounds for the objection. If the dispute is not
5 resolved consensually between the parties within seven (7) days of receipt of such a
6 notice of objections, the party asserting confidentiality may move the Court for a
7 ruling on the objection. The materials at issue must be treated as Confidential
8 Information, as designated by the designating party, until the Court has ruled on the
9 objection or the matter has been otherwise resolved.

10 15. Unauthorized Disclosure: All Confidential Information must be held in
11 confidence by those inspecting or receiving it, and must be used only for purposes of
12 this action. Counsel for each party, and each person receiving Confidential
13 Information must take reasonable precautions to prevent the unauthorized or
14 inadvertent disclosure of such information. If Confidential Information is disclosed to
15 any person other than a person authorized by this Order, the party responsible for the
16 unauthorized disclosure must immediately bring all pertinent facts relating to the
17 unauthorized disclosure to the attention of the other parties and, without prejudice to
18 any rights and remedies of the other parties, make every effort to prevent further
19 disclosure by the party and by the person(s) receiving the unauthorized disclosure.

20 16. Failure to Designate: No party will be responsible to another party for
21 disclosure of Confidential Information under this Order if the information in question
22 is not labeled or otherwise identified as such in accordance with this Order.

23 17. Post-Production Designation: If a party, through inadvertence, produces
24 any Confidential Information without labeling or marking or otherwise designating it
25 as such in accordance with this Order, the designating party may give written notice to
26 the receiving party that the document or thing produced is deemed Confidential
27 Information, and that the document or thing produced should be treated as such in
28 accordance with that designation under this Order. The receiving party must treat the

1 materials as confidential, once the designating party so notifies the receiving party. If
2 the receiving party has disclosed the materials before receiving the designation, the
3 receiving party must notify the designating party in writing of each such disclosure.
4 Counsel for the parties will agree on a mutually acceptable manner of labeling or
5 marking the inadvertently produced materials as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 18. Privileged Documents: Nothing within this Order will prejudice the right
8 of any party to object to the production of any discovery material on the grounds that
9 the material is protected as privileged or as attorney work product.

10 19. Providing Advice: Nothing in this Order will bar counsel from rendering
11 advice to their clients with respect to this litigation and, in the course thereof, relying
12 upon any information designated as Confidential Information, provided that the
13 contents of the information must not be disclosed.

14 20. No Admission of Relevance: This Order will be without prejudice to the
15 right of any party to oppose production of any information for lack of relevance or any
16 other ground other than the mere presence of Confidential Information. The existence
17 of this Order must not be used by any party as a basis for discovery that is otherwise
18 improper under the Federal Rules of Civil Procedure.

19 21. Disclosure Required by Law: Nothing within this Order will be
20 construed to prevent disclosure of Confidential Information if such disclosure is
21 required by law or by order of the Court.

22 22. Final Disposition of Confidential Information: Upon final termination of
23 this action, including any and all appeals, counsel for each party must, upon request of
24 the producing party, return all Confidential Information to the party that produced the
25 information, including any copies, excerpts, and summaries of that information, or
26 must destroy same at the option of the receiving party, and must purge all such
27 information from all machine-readable media on which it resides. Notwithstanding
28 the foregoing, counsel for each party may retain all pleadings, briefs, memoranda,

1 motions, and other documents filed with the Court that refer to or incorporate
2 Confidential Information, and will continue to be bound by this Order with respect to
3 all such retained information. Further, attorney work product materials that contain
4 Confidential Information need not be destroyed, but, if they are not destroyed, the
5 person in possession of the attorney work product will continue to be bound by this
6 Order with respect to all such retained information.

7 23. Public Information: The restrictions and obligations set forth within this
8 Order will not apply to any information that: (a) the parties agree should not be
9 designated Confidential Information; (b) the parties agree, or the Court rules, is
10 already in the public domain or is public knowledge; (c) the parties agree, or the Court
11 rules, has become in the public domain or is public knowledge other than as a result of
12 disclosure by the receiving party, its employees, or its agents, in violation of this
13 Order; or (d) has come or will come into the receiving party's legitimate knowledge
14 independently of the production by the designating party. Prior knowledge must be
15 established by pre-production documentation.

16 24. Disclosure to Legitimate Recipients: The restrictions and obligations
17 within this Order will not be deemed to prohibit discussions of any Confidential
18 Information by anyone bound by this Order, with anyone who already has or obtains
19 legitimate possession of that information.

20 25. Notice: Transmission by email or facsimile is acceptable for all
21 notification purposes within this Order.

22 26. Subsequent Modification by the Parties: This Order may be modified by
23 agreement of the parties, subject to approval by the Court.

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

1 Without a separate court order, this Order and the parties' stipulation do not
2 change, amend, or circumvent any court rule or local rule.

3 28. Sanctions: Any violation of this Order may be punished by any and all
4 appropriate measures including, without limitation, contempt proceedings and/or
5 monetary sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:
7

8 Dated: April 13, 2017

ARTIANO SHINOFF

9 By: /s/ Paul V. Carelli, IV

10 Daniel R. Shinoff
11 dshinoff@as7law.com
12 Paul V. Carelli, IV
13 pcarelli@as7law.com

14 Attorneys for Defendants
15 ANAHEIM UNION HIGH SCHOOL
16 DISTRICT, BRAD JACKSON,
17 AND DR. SUSAN FERENCZ

16 Dated: April 13, 2017

DUCHROW & PIANO, LLP

17 By: /s/ David J. Duchrow

18 David J. Duchrow
19 diduchrow@yahoo.com
20 Jill A. Piano
21 jillatduchrowlaw@gmail.com

22 Attorneys for Plaintiff
23 VERONICA ORTEGA-GAMEZ

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25 Dated: April 17, 2017

26 /S/ Alka Sagar

27 Hon. Alka Sagar
28 United States Magistrate Judge