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14 Attorneys for Plaintiffs

15 **UNITED STATES DISTRICT COURT**  
16 **EASTERN DISTRICT OF CALIFORNIA**

17 LILLY MANNING, KENYATA MANNING,  
18 and NATASHA MANNING,

NO. 2:12-CV-01784-TLN-KJN

19 Plaintiffs,

**STIPULATION FOR PROTECTIVE  
ORDER; ~~PROPOSED~~ ORDER**

20 v.

21 MIKE CROSBY, RACHEL LANE, MARY  
22 STRUHS, NATASHA JOHNSON,  
23 STEPHANIE WHITNEY-COOK, PAULINE  
24 TRACEY, LYNN TRACY, MSW,  
25 SACRAMENTO CITY UNIFIED SCHOOL  
26 DISTRICT, DEPARTMENT OF HEALTH  
27 AND HUMAN SERVICES, CHILD  
PROTECTIVE SERVICES, SACRAMENTO  
COUNTY and DOES 5 through 25, inclusive,

Defendants.

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22 Pursuant to the Federal Rules of Civil Procedure, and it appearing that discovery in  
23 this action will involve the disclosure of confidential information, it is hereby stipulated by  
24 and between the parties and their attorneys and ordered that the following Protective Order  
25 be entered to give effect to the terms and conditions set forth below:  
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1           1.     “Designating Party” means any party producing Documents or information  
2 under this Protective Order.

3           2.     “Document” or “Documents” shall have the broadest meaning permitted under  
4 the Federal Rules of Civil Procedure, Rule 1001 of the Federal rules of Evidence and  
5 relevant case law.

6           3.     “CONFIDENTIAL” designates information that a Designating Party  
7 reasonably believes to be confidential due to safety, security or privacy reasons, that is  
8 readily available to the public, that has not been published/made public and the disclosure  
9 of said documents would have the effect of causing harm.

10          4.     “Confidential Information” includes material which has been designated as  
11 CONFIDENTIAL and which encompasses Documents produced during discovery,  
12 answers to interrogatories, responses to requests for admissions, depositions, hearing or  
13 trial transcripts, and tangible things, the information contained therein, and all copies,  
14 abstracts, excerpts, analyses or other writings that contain, reflect or disclose such  
15 information.

16          5.     The documents eligible for protection under this order include:

17               a. Sacramento Sheriff’s Department Report # 07-0060649SD, as well as any  
18 other Sacramento Sheriff’s Department Report which contains reference as being either  
19 linked or related to the above referenced report.

20               b. Documents contained within the Sacramento County Superior Court File of  
21 “In The Matter of the Adoption Petition of Natasha Manning” (DOB: ██████████ )

22               c. Documents contained within the Sacramento County Superior Court File of  
23 “In The Matter Of the Adoption Petition of Lilly Manning” (DOB: ██████████ )

24               d. Documents contained within the Sacramento County Superior Court File of  
25 “In The Matter Of the Adoption Petition of Kenyata Manning” (DOB ██████████ )

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1 e. Juvenile Records contained within Sacramento Superior Court Juvenile File  
2 Number 226589-90, SP01209.

3 6. By designating documents as “confidential” under the terms of this Order, the  
4 Designating Party is certifying to the Court that there is a good faith basis in both law and  
5 in fact for the designation within the meaning of Federal Rule of Civil Procedure 26 (g).

6 7. The Designating Party producing “confidential” information shall identify the  
7 information by bates stamping copies of the document with the word “CONFIDENTIAL.”  
8 The Designating Party may also watermark and/or affix legends to such documents using  
9 the words “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

10 8. Documents designated “confidential” under this Order (hereinafter,  
11 “Confidential Material”), the information contained therein, and any summaries, copies,  
12 abstracts or other documents derived in whole or in part from material designated as  
13 confidential shall be used only for the purpose of this action and for no other purpose.

14 9. Confidential Material produced pursuant to this Order may be disclosed or  
15 made available only to counsel for a party. Confidential Material may be provided to any  
16 expert retained for consultation and/or trial. In the event that Confidential Material is given  
17 to an expert, counsel that retained the expert shall provide a copy of this Order to the expert  
18 and require and receive an executed acknowledgment of the Order by the expert prior to  
19 providing the records to any retained expert.

20 10. The Confidential Material produced pursuant to his Order will be redacted with  
21 respect to (i) social security numbers; (ii) dates of birth; (iii) financial information  
22 (including account numbers); and (iv) in all circumstances when federal law requires  
23 redaction. Each redaction must be identified by showing what information has been  
24 redacted (e.g. “social security number,” etc.). This provision complies with Eastern  
25 District Local Rule 140.

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1           11. The parties acknowledge and wish to inform the Court that the documents within  
2 the prevue of this proposed Protective Order are in whole or in part subject to a Protective  
3 Order(s) issued by the Sacramento Superior Court. Further that the parties have assented to  
4 the Sacramento Superior Court’s determination that the materials specified in paragraph  
5 5b., 5c., 5d. and 5e., are Confidential as described herein. The parties represent to this  
6 Court that they believe this order is consistent with the intent and spirit of those Protective  
7 Orders with the exception that the state court Protective Order requires that the materials be  
8 filed under seal. The parties agree that should any party desire to file any designated  
9 Confidential material or information in a document with the Court that they shall seek that  
10 it be sealed in compliance with the requirements of Eastern District local Rule 141.

11           12. The Court’s approval of this Protective Order shall not be viewed as an attempt to  
12 have the Court pre-rule on the appropriateness regarding the sealing of any document or  
13 documents nor is this proposed Protective Order a request for a blanket ruling permitting  
14 that documents in this case be filed under seal or in any way to sidestep the requirements  
15 contained in the local rules and Federal Rules of Civil Procedure.

16           13. Nothing in this Order shall in any way limit or prevent Confidential Material  
17 from being used in any deposition or other proceeding in this action. In the event that any  
18 Confidential Material is used in any deposition or other proceeding in this action it shall not  
19 lose its confidential status through such use. If any Confidential Material is used in a  
20 deposition then arrangements shall made with the court reporter to separately bind such  
21 portions of the transcript containing information designated as “CONFIDENTIAL” and to  
22 label such portions appropriately.

23           14. This order is entered for the purpose of facilitating the exchange of documents  
24 between the parties to this action without involving the Court unnecessarily in the process.  
25 Nothing in this Order, or the production of any document under the terms of this Order,

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1 shall be deemed to have the effect of an admission or waiver by either party or of altering  
2 the confidentiality or non-confidentiality of any such document.

3 15. Nothing in this Order shall in and of itself require disclosure of information that  
4 is protected by the attorney-client privilege, work-product doctrine, or any other privilege,  
5 doctrine, or immunity, nor does anything in this Order result in any party giving up its right  
6 to argue that otherwise privileged documents must be produced due to waiver or for any  
7 other reason.

8 16. If Confidential Material produced in accordance with this Order is disclosed to  
9 any person other than in the manner authorized by this Order, the party responsible for the  
10 disclosure shall immediately bring all pertinent facts relating to such disclosure to the  
11 attention of all counsel of record and without prejudice to their rights and remedies  
12 available to the producing party, make every effort to obtain the return of the disclosed  
13 Confidential Material and prevent further disclosure of it by the person who was the  
14 recipient of such information.

15 17. Counsel for the parties shall destroy all Confidential Material in their  
16 possession, custody, or control within 180 days of final termination of this action which  
17 shall be deemed to occur only when final judgment has been entered and all appeals have  
18 been exhausted.

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20 Dated: November 5, 2013

LAW OFFICE OF STEWART KATZ

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/s/ Stewart Katz

STEWART KATZ

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Attorney for Plaintiffs

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Dated: November 5, 2013

LAW OFFICE OF JOSEPH C. GEORGE, PH.D.

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/s/ Joseph C. George

JOSEPH C. GEORGE

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Attorney for Plaintiffs

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Dated: November 5, 2013

SPINELLI, DONALD & NOTT

/s/ Amanda S. Uhrhammer  
AMANDA S. UHRHAMMER  
Attorneys for Mike Crosby, Rachel Lane, Mary  
Struhs, Natasha Johnson, Stephanie Whitney-  
Cook, Pauline Tracey, Sacramento City Unified  
School District

Dated: November 5, 2013

LONGYEAR, O'DEA AND LAVRA, LLP


/s/ Amanda L. McDermott  
AMANDA L. McDERMOTT  
Attorney for County of Sacramento  
and Lynn Tracy, MSW

**ORDER**

Having read and considered the foregoing stipulation for a Protective Order, and  
good cause appearing therefore,

IT IS HEREBY ORDERED that this stipulation for a protective order will be  
enforced as an order of this court. This Stipulated Protective Order shall remain in full  
force and effect such that it may be enforced as a contract between the parties after the  
termination of this case, but the court will not retain jurisdiction after the termination of this  
case.

**Dated: November 7, 2013**

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE