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10
 11 **UNITED STATES DISTRICT COURT**
 12 **EASTERN DISTRICT OF CALIFORNIA**

13 DUANE BEECHAM, KIMBERLY)
 14 BEECHAM, S.Y.B., a minor by and through)
 15 her co-guardians ad litem DUANE)
 16 BEECHAM and KIMBERLY BEECHAM;)
 17 OLIVER VERGARA, JENNIFER)
 18 VERGARA, E.V., a minor by and through his)
 19 co-guardians ad litem OLIVER VERGARA)
 20 and JENNIFER VERGARA,)

21 Plaintiffs,

22 vs.

23 ROSEVILLE CITY SCHOOL DISTRICT,)
 24 THERESA VAN WAGNER, GEORGE)
 25 ROOKS, JERROLD JORGENSEN and Does)
 26 1-30,)

27 Defendants.

CASE NO. 2:15-cv-01022-KJM-EFB

**[PROPOSED] ORDER RE STIPULATION FOR
 THE IDENTIFICATION AND PRESERVATION
 OF THE CONFIDENTIALITY OF DOCUMENTS**

28 The parties to the above-captioned action, through their counsel of record, entered into a
 Stipulation for the Identification and Preservation of the Confidentiality of Documents, which was
 previously filed on November 13, 2015 (Docket No. 26), (a true and correct copy of which is
 attached hereto as Exhibit A). The parties now wish to have the Court issue an order with respect
 to the Stipulation. With that in mind, the parties request that Court issue its order requiring the
 parties to comply with the terms of the Stipulation.

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1 IT IS SO ORDERED

2 DATED: June 1, 2016.



3 EDMUND F. BRENNAN
4 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

1 PETER W. ALFERT, SBN 83139
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7 Attorneys for PLAINTIFFS
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9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11
12 DUANE BEECHAM, KIMBERLY)
BEECHAM, S.Y.B., a minor by and through)
13 her co-guardians ad litem DUANE)
BEECHAM and KIMBERLY BEECHAM;)
14 OLIVER VERGARA, JENNIFER)
VERGARA, E.V., a minor by and through his)
15 co-guardians ad litem OLIVER VERGARA)
and JENNIFER VERGARA,)

16 Plaintiffs,

17 vs.

18
19 ROSEVILLE CITY SCHOOL DISTRICT,)
THERESA VAN WAGNER, GEORGE)
20 ROOKS, JERROLD JORGENSEN and Does)
1-30,)

21 Defendants.
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CASE NO. 2:15-cv-01022-KJM-EFB

**STIPULATION FOR THE IDENTIFICATION
AND PRESERVATION OF THE
CONFIDENTIALITY OF DOCUMENTS**

1 This Stipulation is entered into by and between plaintiffs, DUANE BEECHAM, KIMBERLY
2 BEECHAM, S.Y.B., a minor by and through her co-guardians ad litem DUANE BEECHAM and
3 KIMBERLY BEECHAM; OLIVER VERGARA, JENNIFER VERGARA, E.V., a minor by and through
4 his co-guardians ad litem OLIVER VERGARA and JENNIFER VERGARA, by and through their
5 counsel Peter W. Alfert, of Hinton, Alfert & Kahn, LLP, and Todd Boley and Justin Young of Boley Law;
6 defendants, and ROSEVILLE CITY SCHOOL DISTRICT, GEORGE ROOKS, and JERROLD
7 JORGENSEN, by and through their counsel, Carol Wieckowski of Evans, Wieckowski, Ward &
8 Scoffield; and defendant THERESA VAN WAGNER, by and through her counsel, Gregory P. O'Dea of
9 Longyear, O'Dea & Lavra, LLP.

10 WHEREAS the parties possess certain educational and psychological records and other
11 confidential information that they desire to keep confidential, which may be obtained through discovery in
12 this case;

13 WHEREAS the parties hereto desire to stipulate to a procedure to identify and protect the
14 confidentiality of such educational and psychological records and other confidential information from
15 unnecessary disclosure;

16 ACCORDINGLY, the parties, by and through their respective attorneys of record, stipulate and
17 agree as follows:

- 18 1. Categories of documents subject to this agreement:
 - 19 a. Educational records, psychological records, and/or counseling records of each
20 minor plaintiff;
 - 21 b. Documents which reference the termination action pending between the Roseville
22 City School District and Theresa Van Wagner;
 - 23 c. Un-redacted Police report not available to the public, and other documents
24 referenced in the Police report which are not available to the public;
 - 25 d. Personnel records of any employee; and
 - 26 e. Other documents and/or confidential information designated by the parties hereto
27 pursuant to the foregoing.

1 2. A party producing the documents described hereinabove may designate those documents as
2 confidential by affixing a mark labeling them "Confidential," providing that such marking does not
3 obscure or obliterate the content of any record. If any confidential documents cannot be labeled with this
4 marking, those documents shall be placed in a sealed envelope or other container that is, in turn, marked
5 "Confidential" in a manner agreed upon by the disclosing and requesting parties.

6 3. A party may designate as "Confidential" only a document which it has determined in good
7 faith to be confidential or potentially invasive of an individual's privacy interests. By designating a
8 document or portion thereof as "Confidential" the party making the designation avers that it can and
9 would make a showing to the Court sufficient to justify entry of a protective order covering that
10 document or portion thereof under Federal Rule of Civil Procedure 26 and Eastern District of California
11 Local Rule 141.1.

12 4. A party may apply to the Court for an order that information or materials labeled
13 "Confidential" are not, in fact, confidential. Prior to applying to the Court for such an order,
14 however, the party seeking to reclassify confidential information shall meet and confer with the
15 producing party. Until the matter is resolved by the parties or the Court, the document in question
16 shall continue to be treated according to its designation under the terms of this Stipulation. The
17 producing party shall have the burden of establishing the propriety of the "Confidential"
18 designation. A party shall not be obligated to challenge the propriety of a confidentiality
19 designation at the time made, and a failure to do so shall not preclude a subsequent challenge
20 thereto. This provision shall apply to any documents designated as confidential in Paragraph 1 of
21 this Stipulation.

22 5. The disclosed documents labeled as described above shall be used solely in
23 connection with the civil litigation herein, *Beecham, et al. v. Roseville City School District, et al.*,
24 Eastern District of California Case No. 2:15-cv-01022-KJM-EFB. The parties do not waive any
25 objections to the admissibility of the documents or portions thereof in future proceedings in this
26 action, including trial.

27 6. Documents designated under this Stipulation as "Confidential" may be disclosed only to
28 the following persons:

- 1 (a) All counsel of record and attorneys in the offices of counsel for any of the
2 Defendants in this action;
- 3 (b) All counsel of record, and attorneys in the offices of counsel for the Plaintiffs in
4 this, action;
- 5 (c) Paralegal, clerical and secretarial personnel regularly employed by counsel referred
6 to in subparts (a) and (b) immediately above, including stenographic deposition
7 reporters or videographers retained in connection with this action;
- 8 (d) Court personnel, including stenographic reporters or videographers engaged in
9 proceedings as are necessarily incidental to the preparation for the trial of this
10 action;
- 11 (e) Any expert, consultant or investigator retained in connection with this action;
- 12 (f) The parties to this action, except when to do so would violate a provision of
13 law;
- 14 (g) The finder of fact at the time of trial, subject to the Court's ruling on *in limine*
15 motions and objections of counsel; and
- 16 (h) Witnesses during their depositions in this action.

17 7. Prior to the disclosure of any Confidential documents to any person identified in
18 Paragraph 6, each such recipient of Confidential documents shall be provided with a copy of this
19 Stipulation, which he or she shall read. Upon reading this Stipulation, such person shall acknowledge in
20 writing as follows:

21 I have read the Stipulation for the Identification and Preservation of the
22 Confidentiality of Documents in *Beecham, et al. v. Roseville City School*
23 *District, et al.*, Eastern District of California Case No. 2:15-cv-01022-KJM-
24 EFB and shall abide by its terms. I consent to be subject to the jurisdiction
25 of the United States District Court for the Eastern District of California,
26 including without limitation in any proceeding for contempt arising out of
27 the enforcement of this Stipulation.

28 8. The following procedures shall be utilized by the parties making copies of documents
designated as "Confidential:"

- (a) The producing party shall provide one copy of the Confidential documents to the
receiving party.

1 (b) The receiving party shall not furnish, disclose, or otherwise divulge any the
2 Confidential documents to any source, except those persons identified in Paragraph
3 6 herein, without further order of the Court or authorization from counsel for the
4 producing party.

5 9. Nothing in this Stipulation shall in any way limit or prevent Confidential Material
6 from being used in any deposition or other proceeding in this action. In the event that any
7 Confidential Material is used in any deposition or other proceeding in this action it shall not lose
8 its confidential status through such use. If any Confidential Material is used in a deposition, then
9 arrangements shall made with the court reporter to separately bind such portions of the transcript
10 containing information designated as "CONFIDENTIAL" and to label such portions appropriately.
11 The parties agree that no confidential information shall be disseminated by publicizing any
12 deposition.

13 10. Should any documents designated "Confidential" be disclosed, through inadvertence or
14 otherwise, to any person not authorized to receive the documents under this Stipulation, the disclosing
15 person(s) shall promptly: (a) inform the producing party of the recipient(s) and the circumstances of the
16 unauthorized disclosure, and (b) use best efforts to bind the recipient(s) to the terms of this
17 Stipulation. No document shall lose its Confidential status because it was inadvertently or
18 unintentionally disclosed to a person not authorized to receive it under this Stipulation.

19 11. If Plaintiffs or Defendants would like to use Confidential Material in Court filings, at
20 least seven (7) days' notice shall be given to all parties. Plaintiffs and Defendants shall comply with
21 the requirements of Eastern District Rule 141, in the event that a party would like Confidential
22 Material to be sealed. The Parties agree a request to seal or remove the designation of Confidential
23 information may be heard on shortened time and/or by telephone conference with a showing of good
24 cause.

25 12. This Stipulation is entered into for the purpose of facilitating the exchange of
26 documents between the parties to this action without involving the Court unnecessarily in the
27 process. Nothing in this Stipulation, or the production of any document under the terms of this
28

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

3 13. Nothing in this Stipulation 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, doctrine,
5 or immunity, nor does anything in this Stipulation, result in any party giving up its right to argue that
6 otherwise privileged documents must be produced due to waiver or for any other reason.

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

13 15. After the conclusion of this litigation, all Confidential documents, in whatever form
14 stored or reproduced, will remain confidential. All documents produced pursuant to this Stipulation
15 shall be destroyed or returned to counsel for the producing party in a manner in which counsel will
16 be able to reasonably verify that all documents were returned. All parties agree to ensure that
17 Confidential documents disclosed to other persons shall be destroyed or returned to counsel for the
18 producing party. "Conclusion" of this litigation means a termination of the action following a trial
19 (and any subsequent appeal) or settlement, and entry of an order, judgment, or decree terminating
20 this action.

21 IT IS SO STIPULATED.

22 Dated: November 12, 2015

HINTON, ALFERT & KAHN, LLP

23
24 By: _____/s/_____
25 PETER W. ALFERT
26 Attorney for Plaintiffs, DUANE BEECHAM,
27 KIMBERLY BEECHAM, S.Y.B., a minor by and
28 through her guardians ad litem DUANE
BEECHAM and KIMBERLY BEECHAM;
OLIVER VERGARA, JENNIFER VERGARA,
E.V., a minor by and through his guardians ad
litem OLIVER VERGARA and JENNIFER
VERGARA

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Dated: November 12, 2015

LAW OFFICE FO TODD BOLEY

By: _____/s/_____

TODD BOLEY

Attorney for Plaintiffs, DUANE BEECHAM,
KIMBERLY BEECHAM, S.Y.B., a minor by and
through her guardians ad litem DUANE
BEECHAM and KIMBERLY BEECHAM;
OLIVER VERGARA, JENNIFER VERGARA,
E.V., a minor by and through his guardians ad litem
OLIVER VERGARA and JENNIFER VERGARA

Dated: November 12, 2015

EVANS, WIECKOWSKI, WARD & SCOFFIELD, LLP

By: _____/s/_____

CAROL WIECKOWSKI

Attorney for Defendants,
ROSEVILLE CITY SCHOOL DISTRICT,
GEORGE ROOKS, and JERROLD JORGENSEN

Dated: November 12, 2015

LONGYEAR, O'DEA & LAVRA, LLP

By: _____/s/_____

GREGORY P. O'DEA

Attorney for Defendant,
THERESA VAN WAGNER