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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

KARMA QUICK-PANWALA,  
Plaintiff,

v.

LAMMERSVILLE JOINT UNIFIED  
SCHOOL DISTRICT,  
Defendant.

Case No. 2:16-cv-2215 KJM CKD  
STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential medical records and student educational records. Pursuant to the Court’s order dated July 7, 2017, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rules 140 and 141 set forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file redacted documents or documents under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

1           2.2    “CONFIDENTIAL” Information or Items: information (regardless of how it is  
2 generated, stored or maintained) or tangible things that qualify for protection under Federal  
3 Rule of Civil Procedure 26(c). For the purposes of this litigation, the Parties agree that  
4 Plaintiff Karma Quick-Panwala’s medical records and any educational records relating to  
5 students are “CONFIDENTIAL.” Both Congress and the California legislature have long  
6 recognized the confidentiality of medical information. See Health Insurance Portability and  
7 Accountability Act of 1996 and California Civil Code § 56.10. Student education records  
8 are confidential under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §  
9 1232g; 34 CFR Part 99) and related state law, including California Education Code § 49060,  
10 *et seq.*, and 5 California Code of Regulations § 430, *et seq.*

11           2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel  
12 (as well as their support staff).

13           2.4    Designating Party: a Party or Non-Party that designates information or items  
14 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
16 medium or manner in which it is generated, stored, or maintained (including, among other  
17 things, testimony, transcripts, and tangible things), that are produced or generated in  
18 disclosures or responses to discovery in this matter.

19           2.6    Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
21 witness or as a consultant in this action.

22           2.7    House Counsel: attorneys who are employees of a party to this action. House  
23 Counsel does not include Outside Counsel of Record or any other outside counsel.

24           2.8    Non-Party: any natural person, partnership, corporation, association, or other  
25 legal entity not named as a Party to this action.

26           2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
27 action but are retained to represent or advise a party to this action and have appeared in this  
28 action on behalf of that party or are affiliated with a law firm which has appeared on behalf

1 of that party.

2           2.10 Party: any party to this action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
4 staffs).

5           2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
6 Material in this action.

7           2.12 Professional Vendors: persons or entities that provide litigation support  
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
9 and organizing, storing, or retrieving data in any form or medium) and their employees and  
10 subcontractors.

11           2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
12 “CONFIDENTIAL.”

13           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
14 Producing Party.

15 3. SCOPE

16           The protections conferred by this Stipulation and Order cover not only Protected  
17 Material (as defined above), but also (1) any information copied or extracted from Protected  
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
19 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
20 Protected Material. However, the protections conferred by this Stipulation and Order do not  
21 cover the following information: (a) any information that is in the public domain at the time  
22 of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to  
23 a Receiving Party as a result of publication not involving a violation of this Order, including  
24 becoming part of the public record through trial or otherwise; and (b) any information known  
25 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
26 disclosure from a source who obtained the information lawfully and under no obligation of  
27 confidentiality to the Designating Party. Any use of Protected Material at trial shall be  
28 governed by a separate agreement or order.

1     4.     DURATION

2             Even after final disposition of this litigation, the confidentiality obligations imposed  
3 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
4 court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
5 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final  
6 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
7 trials, or reviews of this action, including the time limits for filing any motions or  
8 applications for extension of time pursuant to applicable law.

9     5.     DESIGNATING PROTECTED MATERIAL

10            5.1     Exercise of Restraint and Care in Designating Material for Protection. Each  
11 Party or Non-Party that designates information or items for protection under this Order must  
12 take care to limit any such designation to specific material that qualifies under the  
13 appropriate standards. The Designating Party must designate for protection only those parts  
14 of material, documents, items, or oral or written communications that qualify – so that other  
15 portions of the material, documents, items, or communications for which protection is not  
16 warranted are not swept unjustifiably within the ambit of this Order.

17            Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
18 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
19 unnecessarily encumber or retard the case development process or to impose unnecessary  
20 expenses and burdens on other parties) expose the Designating Party to sanctions.  
21 If it comes to a Designating Party’s attention that information or items that it designated for  
22 protection do not qualify for protection, that Designating Party must promptly notify all other  
23 Parties that it is withdrawing the mistaken designation.

24            5.2     Manner and Timing of Designations. Except as otherwise provided in this  
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must  
27 be clearly so designated before the material is disclosed or produced.

28            Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents, but  
2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
3 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If  
4 only a portion or portions of the material on a page qualifies for protection, the Producing  
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

7 A Party or Non-Party that makes original documents or materials available for inspection  
8 need not designate them for protection until after the inspecting Party has indicated which  
9 material it would like copied and produced. During the inspection and before the  
10 designation, all of the material made available for inspection shall be deemed  
11 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied  
12 and produced, the Producing Party must determine which documents, or portions thereof,  
13 qualify for protection under this Order. Then, before producing the specified documents, the  
14 Producing Party must affix the “CONFIDENTIAL” legend to each page that contains  
15 Protected Material. If only a portion or portions of the material on a page qualifies for  
16 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
17 making appropriate markings in the margins).

18 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
19 the Designating Party identify on the record, before the close of the deposition, hearing, or  
20 other proceeding, all protected testimony.

21 (c) for information produced in some form other than documentary and for any  
22 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
23 container or containers in which the information or item is stored the legend  
24 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant  
25 protection, the Producing Party, to the extent practicable, shall identify the protected  
26 portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
28 designate qualified information or items does not, standing alone, waive the Designating

1 Party's right to secure protection under this Order for such material. Upon timely correction  
2 of a designation, the Receiving Party must make reasonable efforts to assure that the material  
3 is treated in accordance with the provisions of this Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
6 confidentiality at any time. Unless a prompt challenge to a Designating Party's  
7 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
8 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party  
9 does not waive its right to challenge a confidentiality designation by electing not to mount a  
10 challenge promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
12 process by providing written notice of each designation it is challenging and describing the  
13 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
14 written notice must recite that the challenge to confidentiality is being made in accordance  
15 with this specific paragraph of the Protective Order. The parties shall attempt to resolve each  
16 challenge in good faith and must begin the process by conferring directly (in voice to voice  
17 dialogue; other forms of communication are not sufficient) within 14 days of the date of  
18 service of notice. In conferring, the Challenging Party must explain the basis for its belief  
19 that the confidentiality designation was not proper and must give the Designating Party an  
20 opportunity to review the designated material, to reconsider the circumstances, and, if no  
21 change in designation is offered, to explain the basis for the chosen designation. A  
22 Challenging Party may proceed to the next stage of the challenge process only if it has  
23 engaged in this meet and confer process first or establishes that the Designating Party is  
24 unwilling to participate in the meet and confer process in a timely manner.

25 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
26 intervention, the Designating Party shall file and serve a motion to retain confidentiality  
27 under Civil Local Rule 251 (and in compliance with Civil Local Rules 140, 141 and 141.1, if  
28 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties

1 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.  
2 Each such motion must be accompanied by a competent declaration affirming that the  
3 movant has complied with the meet and confer requirements imposed in the preceding  
4 paragraph. Failure by the Designating Party to make such a motion including the required  
5 declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
6 confidentiality designation for each challenged designation. In addition, the Challenging  
7 Party may file a motion challenging a confidentiality designation at any time if there is good  
8 cause for doing so, including a challenge to the designation of a deposition transcript or any  
9 portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
10 competent declaration affirming that the movant has complied with the meet and confer  
11 requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the  
13 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
14 harass or impose unnecessary expenses and burdens on other parties) may expose the  
15 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality  
16 designation by failing to file a motion to retain confidentiality as described above, all parties  
17 shall continue to afford the material in question the level of protection to which it is entitled  
18 under the Producing Party's designation until the court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this case only  
22 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
23 may be disclosed only to the categories of persons and under the conditions described in this  
24 Order. When the litigation has been terminated, a Receiving Party must comply with the  
25 provisions of section 13 below (FINAL DISPOSITION).

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

1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
3 disclose any information or item designated “CONFIDENTIAL” only to:

4           (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose  
6 the information for this litigation and who have signed the “Acknowledgment and  
7 Agreement to Be Bound” that is attached hereto as Exhibit A;

8           (b) the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

14           (d) the court and its personnel;

15           (e) court reporters and their staff, professional jury or trial consultants, mock  
16 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
17 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
18 A);

19           (f) during their depositions, witnesses in the action to whom disclosure is  
20 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
21 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
22 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
23 Protected Material must be separately bound by the court reporter and may not be disclosed  
24 to anyone except as permitted under this Stipulated Protective Order.

25           (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information.

27   8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
28    OTHER LITIGATION



1           If a Party is served with a subpoena or a court order issued in other litigation that  
2 compels disclosure of any information or items designated in this action as  
3 “CONFIDENTIAL,” that Party must:

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

6           (b) promptly notify in writing the party who caused the subpoena or order to issue  
7 in the other litigation that some or all of the material covered by the subpoena or order is  
8 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
9 Protective Order; and

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

12          If the Designating Party timely seeks a protective order, the Party served with the  
13 subpoena or court order shall not produce any information designated in this action as  
14 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
15 issued, unless the Party has obtained the Designating Party’s permission. The Designating  
16 Party shall bear the burden and expense of seeking protection in that court of its confidential  
17 material – and nothing in these provisions should be construed as authorizing or encouraging  
18 a Receiving Party in this action to disobey a lawful directive from another court.

19   9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
20           THIS LITIGATION

21          (a) The terms of this Order are applicable to information produced by a Non-Party  
22 in this action and designated as “CONFIDENTIAL.” Such information produced by Non-  
23 Parties in connection with this litigation is protected by the remedies and relief provided by  
24 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
25 seeking additional protections.

26          (b) In the event that a Party is required, by a valid discovery request, to produce a  
27 Non-Party’s confidential information in its possession, and the Party is subject to an  
28 agreement with the Non-Party not to produce the Non-Party’s confidential information, then

1 the Party shall:

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

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

8 (3) make the information requested available for inspection by the Non-Party.

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain inadvertently

1 produced material is subject to a claim of privilege or other protection, the obligations of the  
2 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
3 provision is not intended to modify whatever procedure may be established in an e-discovery  
4 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
5 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
6 of a communication or information covered by the attorney-client privilege or work product  
7 protection, the parties may incorporate their agreement in the stipulated protective order  
8 submitted to the court.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
11 to seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
13 Order no Party waives any right it otherwise would have to object to disclosing or producing  
14 any information or item on any ground not addressed in this Stipulated Protective Order.  
15 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
16 material covered by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the Designating  
18 Party or a court order secured after appropriate notice to all interested persons, a Party may  
19 not file in the public record in this action any Protected Material. A Party seeking to file  
20 documents with redacted information outside of the categories listed in Local Rule 140(a)(i)-  
21 (vi) must comply with Local Rule 140(b). Protected Material derived from Plaintiff Karma  
22 Quick-Panwala's medical records and any educational records relating to students are within  
23 the scope of Local Rule 140(a)(vi).

24 A Party that seeks to file under seal any Protected Material must comply with Civil  
25 Local Rule 141. Protected Material may only be filed under seal pursuant to a court order  
26 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local  
27 Rule 141, a sealing order will issue only upon a request establishing that the Protected  
28 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to

1 protection under the law. If a Receiving Party's request to file Protected Material under seal  
2 pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the  
3 information in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 Within 60 days after the final disposition of this action, as defined in paragraph 4,  
6 each Receiving Party must return all Protected Material to the Producing Party or destroy  
7 such material. As used in this subdivision, "all Protected Material" includes all copies,  
8 abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving  
10 Party must submit a written certification to the Producing Party (and, if not the same person  
11 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
12 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
13 that the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
14 any other format reproducing or capturing any of the Protected Material. Notwithstanding  
15 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
16 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
17 trial exhibits, expert reports, attorney work product, and consultant and expert work product,  
18 even if such materials contain Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
20 (DURATION).

21  
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23  
24 DATED: August 16, 2017

25 /s/ Michelle Uzeta  
26 \_\_\_\_\_  
Michelle Uzeta, Esq  
Attorneys for Plaintiff

27 McCORMICK BARSTOW, LLP

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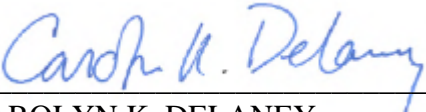
DATED: August 16, 2017

/s/ Stephanie Y. Wu  
Stephanie Y. Wu, Esq.  
Attorneys for Defendant

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PURSUANT TO THE ABOVE STIPULATION, IT IS SO ORDERED.

Dated: August 21, 2017

  
CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2  
3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety  
5 and understand the Stipulated Protective Order that was issued by the United States District  
6 Court for the Northern District of California on [date] in the case of \_\_\_\_\_ **[insert**  
7 **formal name of the case and the number and initials assigned to it by the court]**. I agree  
8 to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
9 understand and acknowledge that failure to so comply could expose me to sanctions and  
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
11 manner any information or item that is subject to this Stipulated Protective Order to any  
12 person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Northern District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 action.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_

27  
28