

.92330

1 MARK E. DAVIS—BAR NO. 79936
 2 MORGAN W. HANSEN – BAR NO. 257846
 3 **DAVIS, BENGTON & YOUNG, APLC**
 4 1960 The Alameda, Suite 210
 5 San Jose, CA 95126
 6 Phone: 669.245.4200
 7 Fax: 408.985.1814
 8 Email: mdavis@dbj-law.com
 9 mhansen@dbj-law.com

6 Attorneys for Defendants
 7 SHASTA UNION HIGH SCHOOL
 8 DISTRICT, LAUREN STROUD and
 9 STEVE ABBOTT.

10 UNITED STATES DISTRICT COURT
 11 EASTERN DISTRICT OF CALIFORNIA

12 MARIL BAILEY
 13 Plaintiff,
 14 vs.

Case No. 2:23-cv-1750-KJM-DMC
STIPULATED PROTECTIVE ORDER

15 SHASTA UNION HIGH SCHOOL
 16 DISTRICT, a public entity, LAUREN
 17 STROUD, in her individual capacity;
 18 STEVE ABBOTT, in his individual
 19 capacity; JOSEPH HORNBECK, and
 20 DOES 1-10, inclusive,
 21 Defendants.

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of
 23 confidential, proprietary, or private information for which special protection from public
 24 disclosure and from use for any purpose other than prosecuting this litigation may be
 25 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
 26 following Stipulated Protective Order. The parties acknowledge that this Order does not
 27 confer blanket protections on all disclosures or responses to discovery and that the
 28 protection it affords from public disclosure and use extends only to the limited information

1 or items that are entitled to confidential treatment under the applicable legal principles.

2 The parties further acknowledge, as set forth in Section 12.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information under seal;
4 Civil Local Rule 141.1 sets forth the procedures that must be followed and the standards
5 that will be applied when a party seeks permission from the court to file material under
6 seal.

7 **2. DEFINITIONS**

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal
12 Rule of Civil Procedure 26(c).

13 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
14 (as well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or items
16 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

24 2.7 House Counsel: attorneys who are employees of a party to this action. House
25 Counsel does not include Outside Counsel of Record or any other outside counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or other
27 legal entity not named as a Party to this action.

28 2.9 Outside Counsel of Record: attorneys who are not employees of a party to

1 this action but are retained to represent or advise a party to this action and have appeared
2 in this action on behalf of that party or are affiliated with a law firm which has appeared on
3 behalf of that party.

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

7 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
8 Material in this action.

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

13 2.13 Protected Material: any Disclosure or Discovery Material that is designated
14 as "CONFIDENTIAL."

15 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
16 a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only Protected
19 Material (as defined above), but also (1) any information copied or extracted from
20 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
21 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
22 that might reveal Protected Material.

23 However, the protections conferred by this Stipulation and Order do not cover the
24 following information: (a) any information that is in the public domain at the time of
25 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to
26 a Receiving Party as a result of publication not involving a violation of this Order, including
27 becoming part of the public record through trial or otherwise; and (b) any information
28 known to the Receiving Party prior to the disclosure or obtained by the Receiving Party

1 after the disclosure from a source who obtained the information lawfully and under no
2 obligation of confidentiality to the Designating Party. Any use of Protected Material at trial
3 shall be governed by a separate agreement or order.

4 **4. DURATION**

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

12 **5. DESIGNATING PROTECTED MATERIAL**

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

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that
21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
22 to unnecessarily encumber or retard the case development process or to impose
23 unnecessary expenses and burdens on other parties) expose the Designating Party to
24 sanctions.

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, that Designating Party must promptly
27 notify all other Parties that it is withdrawing the mistaken designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
2 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must
3 be clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

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

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

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 2 designate qualified information or items does not, standing alone, waive the Designating
 3 Party’s right to secure protection under this Order for such material. Upon timely correction
 4 of a designation, the Receiving Party must make reasonable efforts to assure that the
 5 material is treated in accordance with the provisions of this Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

28 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court

1 intervention, the Designating Party shall file and serve a motion to retain confidentiality
2 under Eastern District Civil Local Rule 230 and 251 (and in compliance with Eastern
3 District Civil Local Rule 140, 141, and 141.1, if applicable) within 14 days of the initial
4 notice of challenge or within 14 days of the parties agreeing that the meet and confer
5 process will not resolve their dispute, whichever is earlier. Each such motion must be
6 accompanied by a competent declaration affirming that the movant has complied with the
7 meet and confer requirements imposed in the preceding paragraph. In addition, the
8 Challenging Party may file a motion challenging a confidentiality designation at any time if
9 there is good cause for doing so, including a challenge to the designation of a deposition
10 transcript or any portions thereof. Any motion brought pursuant to this provision must be
11 accompanied by a competent declaration affirming that the movant has complied with the
12 meet and confer requirements imposed by the preceding paragraph.

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

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

1 this Order.

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

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

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

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

15 (d) the court and its personnel;

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

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

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

28 (h) the Parties to this Action.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
2 **LITIGATION**

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

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

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

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

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

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
23 **THIS LITIGATION**

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

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
7 unauthorized disclosures were made of all the terms of this Order, and (d) request such
8 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
9 attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
11 **MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently
13 produced material is subject to a claim of privilege or other protection, the obligations of the
14 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
15 provision is not intended to modify whatever procedure may be established in an e-
16 discovery order that provides for production without prior privilege review. Pursuant to
17 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
18 effect of disclosure of a communication or information covered by the attorney-client
19 privilege or work product protection, the parties may incorporate their agreement in the
20 stipulated protective order submitted to the court.

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
23 to seek its modification by the court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
25 Order no Party waives any right it otherwise would have to object to disclosing or
26 producing any information or item on any ground not addressed in this Stipulated
27 Protective Order. Similarly, no Party waives any right to object on any ground to use in
28 evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. Without written permission from the Designating
2 Party or a court order secured after appropriate notice to all interested persons, a Party
3 may not file in the public record in this action any Protected Material.

4 A Party that seeks to file under seal any Protected Material must comply with
5 Eastern District Local Rule 141 and/or 141.1, to the extent applicable. The Parties will
6 adhere to Local Rule 140 with respect to redactions of Protected Material.

7 **13. FINAL DISPOSITION**

8 Within 60 days after the final disposition of this action, as defined in paragraph 4,
9 each Receiving Party must return all Protected Material to the Producing Party or destroy
10 such material. As used in this subdivision, "all Protected Material" includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or capturing any of
12 the Protected Material. Whether the Protected Material is returned or destroyed, the
13 Receiving Party must submit a written certification to the Producing Party (and, if not the
14 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
15 (by category, where appropriate) all the Protected Material that was returned or destroyed;
16 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
17 compilations, summaries or any other format reproducing or capturing any of the Protected
18 Material.

19 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
20 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
22 consultant and expert work product, even if such materials contain Protected Material. Any
23 such archival copies that contain or constitute Protected Material remain subject to this
24 Protective Order as set forth in Section 4 (DURATION).

25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 7, 2025
&

SCHONBRUN, SEFLOW, HARRIS, HOFFMAN
ZELDES, LLP

/s/ Amanda E. Johnson
Amanda E. Johnson,
Attorney for Plaintiff Maril Bailey

DATED: March 7, 2025

DAVIS, BENGTON & YOUNG, APLC.

/s/ Mark E. Davis
Mark E. Davis,
Attorney for Defendants Shasta Union High
School District, Lauren Stroud and Steve Abbott

DATED: March 7, 2025

/s/ Joseph Hornbeck
Joseph Hornbeck
Defendant in Pro Per

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 12, 2025



DENNIS M. COTA
UNITED STATES MAGISTRATE JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the United States
District Court for the Northern District of California on [date] in the case of **Bailey v. Shasta
Union High Schol District, et al.** I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____