

1 CLARK COUNTY SCHOOL DISTRICT  
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 5

6 **UNITED STATES DISTRICT COURT**  
 7 **DISTRICT OF NEVADA**

9 JANE DOE, individually, and as  
 parent and natural guardian for  
 10 JOANN DOE, a minor;

11 Plaintiff,

12 v.

13 FAUSTO BARRAZA-BALCAZAR; CLARK  
 COUNTY SCHOOL DISTRICT; DOES 1  
 14 through 20; ROE CORPORATIONS 1  
 through 20,

15 Defendant.

CASE NO.:  
 2:16-cv-01696-JAD-PAL

**STIPULATED CONFIDENTIALITY  
 AGREEMENT AND PROTECTIVE ORDER**

16  
 17 The parties to this action, identified below, herein enter the  
 18 following stipulations and agreements and request the Court enter  
 19 an Order for the same:

20 A. Counsel for Plaintiffs, JANE DOE and JOANN DOE,  
 21 collectively the "Plaintiffs," and

22 B. Counsel for Defendant CLARK COUNTY SCHOOL DISTRICT ("CCSD"  
 23 or "District,"

24 agree to the following:

25 **GENERAL STIPULATIONS**

26 1. The "Litigation" shall mean the above-captioned case, Doe  
 27 vs. Barazza-Balcazar, et al., 2:16-cv-01696-JAD-PAL, United States  
 28 District Court, District of Nevada;

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1           2.    It is acknowledged there is a presumption of public access  
2 to judicial files and records and that good cause must be shown to  
3 overcome this presumption. Kamakana v. City and County of Honolulu,  
4 447 F.3d 1172, 1179 (9th Cir. 2006). The parties submit this  
5 Stipulated Confidentiality Agreement and Protective Order  
6 (hereinafter "Protective Order") for the purpose of facilitating the  
7 exchange of documents and information between the parties in this  
8 action during discovery without having to unnecessarily involve the  
9 Court in the discovery process and in order to protect privacy  
10 interests of the parties and third parties as necessary. Except as  
11 otherwise set forth herein, nothing in this Protective Order nor the  
12 production of any information or documents under the terms of this  
13 Protective Order nor any proceedings in this matter will be deemed  
14 an admission or waiver by any Party of any confidentiality  
15 protection otherwise applicable to any document or information  
16 produced in this Litigation.

17           3.    "Documents" shall mean and include any documents (whether  
18 in hard copy or electronic form), records, correspondence, analyses,  
19 assessments, photographs, memoranda, email communications,  
20 statements (financial or otherwise), audio recordings, video  
21 recordings, responses to discovery, tangible articles or things,  
22 whether documentary or oral, and other information provided, served,  
23 disclosed, filed, or produced, whether voluntarily or through  
24 discovery or other means, in connection with this Litigation. A  
25 draft or non-identical copy is a separate document within the  
26 meaning of these terms. "Information" means any information  
27 contained within a Document.

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1 which the transcript shall also label as such.

2 8. CONFIDENTIAL Documents and Information shall be maintained  
3 in strict confidence by the Parties who receive such Documents and  
4 Information, shall only be used for the purpose of prosecution,  
5 defense, or settlement of this action, and for no other purpose, and  
6 shall not be disclosed to any person except:

7 (a) to the Court, including any appellate Court, so  
8 long as the Document or Information is submitted under seal,  
9 if required;

10 (b) to the attorneys of record in this Litigation (and  
11 other assisting attorneys in the same firm) and paralegal,  
12 clerical, and secretarial staff employed by such counsel or  
13 CCSD's Legal Office;

14 (c) a Party, or an officer, director, agent, or  
15 employee of a Party deemed necessary by counsel to aid in the  
16 prosecution, defense, or settlement of this action;

17 (d) subject to the terms of Paragraph 9 below, experts  
18 or consultants (and their clerical staff) consulted and/or  
19 retained by such counsel to assist in the prosecution,  
20 defense, or settlement of this action;

21 (e) court reporter(s) employed in this action;

22 (f) a witness at any deposition or court proceeding in  
23 this action;

24 (g) subject to the terms of Paragraph 9 below, any  
25 other person, only if the receiving Party has given written  
26 notice to the Producing Party of an intent to disclose  
27 specified CONFIDENTIAL Information to said person, who shall  
28 be identified by name, address, phone number, and

1 relationship, if any, to the Receiving Party, and the  
2 Producing Party has not provided a written objection to the  
3 disclosure within ten (10) business days of delivery of the  
4 notification. In the event of an objection, no disclosure  
5 shall be made pending the resolution of the objection.

6 (h) as used above in this Paragraph 8, the term  
7 "resolution of the objection" requires either a written  
8 agreement, signed stipulation of the Parties or Court order.

9 9. With respect to experts or other persons pursuant to  
10 Paragraphs 8(d) and 8(g) above, the expert or other person must be  
11 provided a copy of this Protective Order and must sign a  
12 certification acknowledging that he/she has carefully and completely  
13 read, understands, and agrees to be bound by this Protective Order.  
14 The Party on whose behalf such a certification is signed shall  
15 retain the original certification.

16 10. All designations of Documents and Information as  
17 CONFIDENTIAL must be made in good faith.

18 11. If any Party includes in papers to be filed with the  
19 Court: (i) a Document or Information designated or deemed as  
20 CONFIDENTIAL, or (ii) information solely derived from a Document or  
21 Information designated or deemed as CONFIDENTIAL, such papers, or  
22 the confidential portion thereof, shall be filed under seal in  
23 accordance with Local Rule IA 10-5 and the Ninth Circuit's decision  
24 in Kamakana v. City and County of Honolulu, 447 F3d 1172 (9<sup>th</sup> 10  
25 Cir. 2006). Hard copies shall be submitted to the Parties in  
26 accordance with Local Rule 10-5 and local e-filing instructions.

27 12. Parties shall also comply with all requirements of Fed.  
28 R Civ. P 5.2 with regard to documents that are filed with the Court.

1           13. This Protective Order does not affect access to  
2 CONFIDENTIAL Documents or Information by individuals, including  
3 employees of the CCSD, who are otherwise authorized by law to have  
4 such access. Nor does this Protective Order prevent a Party from  
5 revealing CONFIDENTIAL Documents and Information to a person who  
6 created or previously received (as an addressee or by way of copy)  
7 such Document or Information.

8           14. This Protective Order shall be without prejudice to the  
9 right of the Parties (i) to bring before the Court at any time the  
10 question of whether any particular Document or Information is, in  
11 fact, CONFIDENTIAL or whether its use should be restricted in any  
12 manner whatsoever; or (ii) to present a motion to the Court for a  
13 separate protective order as to any particular Document or  
14 Information, including restrictions differing from those specified  
15 herein. A Party may object to the designation of particular  
16 Document or Information as CONFIDENTIAL, or not being marked  
17 CONFIDENTIAL, by giving written notice to the Party producing the  
18 disputed Document or Information. The written notice shall identify  
19 the Document or Information to which the objection is made. If the  
20 Parties cannot resolve the objection within ten (10) business days  
21 after the time the notice is received, it shall be the obligation  
22 of the Party designating the Document or Information as  
23 CONFIDENTIAL, or asserting it should be so designated, to file an  
24 appropriate motion requesting that the Court determine whether the  
25 disputed Document or Information should be subject to the terms of  
26 this Protective Order. If such a motion is filed within twenty (20)  
27 business days after the date the notice is received, the disputed  
28 Document or Information shall be treated as CONFIDENTIAL under the

1 terms of this Protective Order until the Court rules on the motion.  
2 If the designating Party, or Party asserting the information should  
3 be designated CONFIDENTIAL, fails to file such a motion within the  
4 prescribed time, the disputed Document or Information shall lose its  
5 designation as CONFIDENTIAL, or not be designated as such, and shall  
6 not thereafter be treated as CONFIDENTIAL in accordance with this  
7 Protective Order. In connection with a motion filed under this  
8 provision, the Party designating the Document or Information as  
9 CONFIDENTIAL, or asserting for such designation, shall bear the  
10 burden of establishing that cause exists for the disputed Document  
11 or Information to be treated as CONFIDENTIAL under this stipulation.

12 15. While protected by this Protective Order, any Documents  
13 or Information designated as CONFIDENTIAL shall be held in strict  
14 confidence by each person to whom it is disclosed; shall be used  
15 solely for the purposes of this Litigation; and shall not be used  
16 for any other purpose, including, without limitation, use in any  
17 other lawsuit. Documents and Information previously produced by the  
18 Parties prior to the entry of this Protective Order may be  
19 designated CONFIDENTIAL within 30 days after the date of this  
20 Protective Order.

21 16. A Party who through inadvertence produces any CONFIDENTIAL  
22 Document or Information without designating it as such in accordance  
23 with the provisions of this Protective Order shall not be deemed to  
24 waive any claim of confidentiality with respect to such Document or  
25 Information and the Producing Party may, promptly upon discovery,  
26 furnish a substitute copy properly designated along with written  
27 notice to all Parties (or written notice alone as to non-documentary  
28 Information) that such Document or Information is deemed

1 CONFIDENTIAL and should be treated as such in accordance with the  
2 provisions of this Protective Order. Each receiving person must  
3 thereafter treat such Document and Information as CONFIDENTIAL in  
4 accordance with the notice. Disclosure of such Confidential  
5 Document or Information prior to the receipt of such notice shall  
6 not be deemed a violation of this Protective Order. A Receiving  
7 Party who has disclosed such CONFIDENTIAL Documents or Information  
8 prior to the receipt of such notice shall take steps to cure such  
9 disclosure by requesting return of the original document and  
10 substituting it with the properly marked one.

11 **OTHER STIPULATED CONSIDERATIONS**

12 17. The parties recognize case law such as Kamakana and  
13 Phillips v. General Motors Corp., 307 F.3d 1206, 1213 (9th Cir.  
14 2002), regarding sealing of records with filed motions. Should a  
15 Party reasonably believe CONFIDENTIAL Documents or Information may  
16 be sealed when filed in court or such materials specifically  
17 referenced in a filed motion or brief, the CONFIDENTIAL Document or  
18 Information will be redacted from the publicly filed brief or other  
19 paper and shall be appropriately marked and separately filed in a  
20 sealed envelope as shall the CONFIDENTIAL materials accompanying any  
21 filed motion or brief. The Party filing any matter under seal shall  
22 comply with the applicable local rules, including filing a motion for  
23 leave to do so. If the Court ultimately refuses to allow such  
24 Document or Information to be filed under seal, then it may be filed  
25 without being under seal.

26 18. The Parties recognize that non-parties may be required by  
27 subpoena or otherwise to provide documents, records or other  
28 information which the non-party requires, pursuant to law or

1 otherwise, be designated as CONFIDENTIAL. Therefore, the Parties  
2 agree that any non-party may designate documents, records or other  
3 information it produces as CONFIDENTIAL and such will be treated as  
4 CONFIDENTIAL, absent written agreement with the producing non-party  
5 or Court Order. Any Party may also designate any record produced  
6 by any other Party or third party as CONFIDENTIAL at any time. Such  
7 documents shall be treated as CONFIDENTIAL by all parties to the  
8 same extent as if the Producing Party had designated the documents  
9 as CONFIDENTIAL.

10 19. If any Party becomes required by law, regulation, or order  
11 of a court or governmental entity to disclose any CONFIDENTIAL  
12 Document or Information that has been produced to it under the terms  
13 of this Protective Order, such Party will reasonably notify the  
14 other Parties, in writing, so that the original Producing Party has  
15 an opportunity to prevent or restrict such disclosure. The Party  
16 required to disclose any CONFIDENTIAL Document or Information shall  
17 use reasonable efforts to maintain the confidentiality of such  
18 CONFIDENTIAL Document or Information and shall cooperate with the  
19 original Producing Party in its efforts to obtain a protective order  
20 or other protection limiting disclosure; however, the Party required  
21 to disclose the Document or Information shall not be required to  
22 seek a protective order or other protection against disclosure in  
23 lieu of, or in the absence of, efforts by the Producing Party to do  
24 so.

25 20. A copy of this Protective Order shall be shown to each  
26 attorney acting as counsel for a Party and to each person to whom  
27 CONFIDENTIAL Documents or Information will be disclosed.

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1 or some substantially similar statement. The provisions of this  
2 Protective Order shall continue to apply to all Confidential  
3 materials not returned or destroyed for as long as they are held.  
4 The obligation to treat all Information designated as CONFIDENTIAL  
5 in accordance with the terms of this Protective Order and not to  
6 disclose such CONFIDENTIAL Information and Documents, including  
7 CONFIDENTIAL-FERPA Documents, shall survive any settlement or other  
8 termination of this Litigation.

9       23. Notwithstanding anything to the contrary herein, whenever  
10 a Party deems a Document as CONFIDENTIAL because of a small portion  
11 of the Information contained within the Document, that Party shall  
12 make a good faith evaluation whether to designate only the  
13 confidential portion of the Document as CONFIDENTIAL, instead of the  
14 entire Document. If a portion of a Document is designated as  
15 CONFIDENTIAL, the Document is not deemed CONFIDENTIAL so long as the  
16 designated confidential portion is redacted.

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