

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CASE NO: 7:10-CV-65-FL

ANNA STANLEY,)
)
 Plaintiff,)
)
 v.)
)
 THE BRUNSWICK COUNTY)
 BOARD OF EDUCATION,)
)
 Defendant.)

**STIPULATED CONSENT
PROTECTIVE ORDER**

In her Complaint filed February 11, 2010, plaintiff, an African-American female, brings claims of racial discrimination against the Brunswick County Board of Education (“Board”), including denial of her right to equal protection under the Constitution of the United States and discrimination in the execution of a contract, which are actionable against the Board through 42 U.S.C. §1983, and a state law wrongful discharge claim.

Plaintiff worked as a teacher assistant and a bus driver for several years until she was terminated by the Board on March 4, 2008. On February 26, 2008, she was asked to supervise a third grade class so the regular teacher could participate in a training program. Two white children, Noah Bellamy (“Noah”) and Tyler Winters (“Tyler”), were students in the class. Plaintiff alleges that Noah stated that he needed to go to the bathroom shortly before 2:00 p.m., which request she denied. Plaintiff alleges she denied the request because a custodian was cleaning the classroom bathroom and the class was about to leave for the media center, and that she told Noah he could use the hallway bathroom on the way to the media center. Defendant asserts that both Noah and Tyler, after multiple requests to use the bathroom in a short period of

time during which time the custodian was not in the classroom bathroom, wet their pants. Plaintiff asserts that Noah and Tyler did not actually wet their pants, but rather that that they were joking around about wetting their pants, and/or that if they did wet their pants, they did so intentionally and that she was not aware that it had occurred. She alleges that neither student told her he was wet or asked for any assistance. Defendant contests this allegation. After an investigation by the administration, the Board voted to terminate plaintiff. Plaintiff alleges on information and belief that white teachers similarly accused of their students wetting their clothing had not been disciplined, let alone terminated

Plaintiff and Defendant, pursuant to Federal Rules of Civil Procedure 26(b) and 26(c), anticipating in this case the disclosure to each other of personnel records and information and student records and information in initial disclosures and in response to discovery requests and recognizing that the private and confidential nature of such documents and information must be safeguarded pursuant to **N.C. Gen. Stat. §§115C-319, 115C-320, 115C-321, 115C-325, 115C-402 and 20 U.S.C. § 1232(g)**, consents to disclose said documents and information upon the conditions set forth in this Protective Order, which conditions are consented to by Defendant and Plaintiff.

IT IS THEREFORE ORDERED:

1. That all documents and information relating to current or former students enrolled in the Brunswick County Public Schools which are provided to any party in the above-captioned case shall be covered by the terms of this Order.

2. That all records which are maintained by law or policy in the personnel files of specific employees and former employees of the Brunswick County Board of Education which are provided to any party in the above-captioned case shall be covered by the terms of this Order.

3. That any party which provides documents subject to this Order shall label said documents: "Confidential - Subject to Protective Order." Each party retains the right to challenge the confidential designation of any particular document and to have the Court determine its proper designation.

4. Should any party seek to file under seal confidential documents, things, and/or information, said party shall accompany the request with a motion to seal and a supporting memorandum of law specifying (a) the exact documents, things, and/or information, or portions thereof, for which filing under seal is requested; (b) where it is necessary for the court to determine the source of the public's right to access before a request to seal may be evaluated, whether any such request to seal seeks to overcome the common law or the First Amendment presumption to access; (c) the specific qualities of the material at issue which justify sealing such material, taking into account the balance of competing interests in access; (d) the reasons why alternatives to sealing are inadequate; and, (e) whether there is consent to the motion. Finally, in addition to the motion and supporting memorandum, said party must set out such findings in a proposed order to seal for the court. When a party seeks to file confidential documents, things, and/or information, including confidential portions of any transcript, a party shall submit such materials to the court in a sealed envelope or other appropriately sealed container, which covering shall be endorsed with the title of this action and a statement substantially in the following form: "Filed Under Seal Pursuant to a Protective Order."

5. Except as may be otherwise provided by further order of the Court, protected information and documents designated as confidential (“confidential documents”), as well as the matters contained therein and extracts and summaries thereof, shall be used for no other purpose than prosecuting or defending this action and shall be disclosed only to the persons identified in paragraph 6.

6. Except as provided in paragraph 7, access to or use of protected information or any confidential documents, or any part thereof, as well as matters contained therein, shall be limited to:

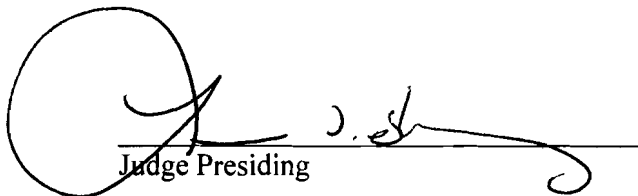
- a. The Court;
- b. The parties and their officers, employees, and agents who are providing assistance to counsel in this action;
- c. The attorneys of record for the parties, their associates, assistants, employees, and agents who are providing assistance to counsel in this action;
- d. Court-appointed mediators;
- e. Consultants and experts involved in the preparation of the trial of this action;
- f. Court reporters, their transcribers, assistants, and employees;
- g. Any deponent or trial witness to the extent that it is necessary to tender to such witness a confidential document in order to elicit testimony relevant to the matters at issue in this case; and
- h. Members of the jury to the extent that it is necessary for the jury to inspect a confidential document.

7. No one subject to this Order shall make public or disclose protected information or confidential documents to anyone other than the persons listed in paragraph 6, provided that nothing herein shall preclude a witness, attorney, or the Court from reading aloud or discussing the contents of a confidential document in open court or at depositions. The terms of this Order shall apply to all persons listed in paragraph 6, and counsel who grant any such person access to protected information or confidential documents shall have an affirmative duty to furnish the person with a copy of this Order. Individuals permitted access to protected information or confidential documents are hereby ordered not to convey or otherwise reveal said information or documents--whether originals or copies, in whole or in part--to anyone who would not otherwise have access to them under this Order.

8. At the conclusion of this litigation, counsel for all parties shall either destroy or return to Defendant's counsel all confidential documents or copies of confidential documents that have been produced subject to this Order.

9. Each party shall be responsible for its own mailing costs with regard to the return of the documents provided pursuant to this agreement, or costs of destruction.

It is so ORDERED this 10th day of August 2010.


Judge Presiding

AGREED TO:

/s/ S. Luke Largess
S. Luke Largess
Attorney for Plaintiff

THARRINGTON SMITH, L.L.P.

/s/ Kathleen P. Tanner Kennedy
Kathleen P. Tanner Kennedy
Curtis H. "Trey" Allen III
Attorneys for Defendant
Brunswick County Board of Education

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