

PORTER, SCOTT, WEIBERG & DELEHANT

A Professional Corporation

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Attorneys for Defendants ELK GROVE UNIFIED SCHOOL DISTRICT, DR. STEVEN LADD, LINCOLN UNIFIED SCHOOL DISTRICT, JANET PETSCHKE, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, DR. M. MAGDALENA CARRILLO MEJIA, EL VERTA JOINT ELEMENTARY SCHOOL DISTRICT, DR. DIANNA MANGERICH, RIO LINDA UNION SCHOOL DISTRICT and FRANK S. PORTER

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

THE REV. DR. MICHAEL A. NEWDOW
IN PRO PER, JAN DOE AND PAT DOE,
PARENTS; DOECHILD, A MINOR
CHILD; JAN POE; PARENT; POECHILD,
A MINOR CHILD; JAN ROE; PARENT;
ROECHILD-1 AND ROECHILD-2, MINOR
CHILDREN,

Case No.: CIV 05-00017 LKK DAD

STIPULATED PROTECTIVE ORDER

Plaintiffs,

vs.

THE CONGRESS OF THE UNITED
STATES OF AMERICA; THE UNITED
STATES OF AMERICA; THE STATE OF
CALIFORNIA; THE ELK GROVE
UNIFIED SCHOOL DISTRICT
("EGUSD"); DR. STEVEN LADD,
SUPERINTENDENT, EGUSD; THE
LINCOLN UNIFIED SCHOOL DISTRICT
("LUSD"); JANET PETSCHKE, ASSOCIATE
SUPERINTENDENT, LUSD;
THE SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT ("SCUSD"); DR. M.
MAGDALENA CARRILLO MEJIA,
SUPERINTENDENT, SCUSD; THE
ELVERTA JOINT ELEMENTARY
SCHOOL DISTRICT ("EJESD"); DR.
DIANNA MANGERICH,
SUPERINTENDENT, EJESD; THE RIO
LINDA UNION SCHOOL DISTRICT
("RLUSD"); FRANK S. PORTER,
SUPERINTENDENT, RLUSD;

Defendants.

1 Plaintiffs REV. DR. MICHAEL A. NEWDOW, JAN DOE and PAT DOE,
2 DOECHILD, JAN POE, POECHILD, JAN ROE, ROECHILD-1 and ROECHILD-2, by and
3 through their undersigned counsel, and Defendants THE CONGRESS OF THE UNITED
4 STATES OF AMERICA, THE UNITED STATES OF AMERICA, THE STATE OF
5 CALIFORNIA, ELK GROVE UNIFIED SCHOOL DISTRICT, DR. STEVEN LADD,
6 LINCOLN UNIFIED SCHOOL DISTRICT, JANET PETSCHKE, SACRAMENTO CITY
7 UNIFIED SCHOOL DISTRICT, DR. M. MAGDALENA CARRILLO MEJIA, EL VERTA
8 JOINT ELEMENTARY SCHOOL DISTRICT, DR. DIANNA MANGERICH, RIO LINDA
9 UNION SCHOOL DISTRICT and FRANK S. PORTER, by and through their undersigned
10 counsel, have met and conferred and hereby stipulate as follows:

11 1. The true identities of the Plaintiffs, except that of Plaintiff NEWDOW, will be
12 protected from disclosure through the discovery process and in pleadings filed in this case and will
13 be kept confidential. (Hereinafter, "Plaintiffs" means all Plaintiffs in this action except Plaintiff
14 NEWDOW.) The identities of the Plaintiffs and any documents that reveal their identities as
15 Plaintiffs will be deemed "confidential information" for purposes of this stipulation. However, this
16 stipulation does not address whether Plaintiffs must be present in person at depositions, open court
17 hearings or whether their identities will be required to be disclosed at trial. That issue will be
18 discussed by the parties at a later date

19 2. In conjunction with the Parties entering into this stipulation, the true identities of
20 Plaintiffs shall be disclosed to defense counsel for the purpose of obtaining information necessary
21 to defend the case, including but not limited to, residency status, taxpayer status,
22 custody/guardianship status or school enrollment status of Plaintiffs.

23 3. No Confidential information produced by any party shall be used for any purpose
24 other than the litigation of this case.

25 4. There shall be no disclosure of confidential information to anyone other than the
26 following:

27 A. The parties to the case, including current employees or agents of the parties
28 who have a reasonable need to know the confidential information;

1 B. The parties' attorneys and all attorneys affiliated with the respective parties,
2 and the attorneys' staff;

3 C. Experts and consultants retained by attorneys for the parties in the preparation
4 or presentation of the case;

5 D. Employees of the insurance companies or claims administrators that insure
6 any of the Defendants and/or oversee the litigation;

7 E. Any persons responsible for storing or maintaining the parties' case files at
8 the conclusion of the case; and

9 F. The court or any other officer who presides over any proceeding in the case,
10 and to court reporters as necessary.

11 5. In filing documents with the Court, confidential information may be used in court if
12 the documents are filed under seal.

13 6. Disclosure.

14 A. A request to a party for authorization to disclose confidential information,
15 other than as permitted herein, shall identify the information for which disclosure is sought, shall
16 identify the person or entity to whom disclosure is proposed, shall state the reasons why disclosure
17 is necessary or appropriate, and shall be made in writing to counsel for the other party(s). Counsel
18 for the party(s) shall respond in writing to the request within a reasonable time. If there is no
19 objection to the request for disclosure, the identified confidential information may be disclosed to
20 the person or entity previously identified. If the designating party denies authorization for disclosure
21 of identified documents, no such disclosure shall be made unless, after application to the court and
22 the court so orders.

23 B. Other than the parties' attorneys, any person to whom confidential information
24 is to be disclosed shall be advised of the confidential nature of the information and instructed that
25 the information is to be kept confidential. All individuals should be advised that unauthorized
26 disclosure of confidential information may subject them to a potential contempt citation.

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7. This Stipulated Protective Order may be modified or terminated by the court for good cause shown, or by signed stipulation by all of the parties who agree to this stipulation.

8. Any party for good cause may apply to the court to obtain further protection than that provided by the process of filing documents under seal.

9. The party designating information as confidential may waive any of the provisions of this Stipulated Protective Order in writing.

10. This Stipulated Protective Order shall continue to be binding after the conclusion of this action.

11. Nothing contained herein shall preclude any party to the Stipulation from seeking to secure from the Court greater protection for particular information or for relief from the Stipulation if such is deemed to be necessary by the Party.

12. Nothing in this Stipulated Protective Order shall prevent disclosure of confidential information as required by law or as compelled by any Court.

DATED:

By /signature on original
Michael A. Newdow
Attorney for Plaintiffs
**MICHAEL A. NEWDOW, JAN DOE and
PAT DOE, DOECHILD, JAN POE,
POECHILD, JAN ROE, ROECHILD-1 and
ROECHILD-2**

DATED: _____

By /signature on original
 Craig Blackwell
 Attorney for Defendants
 THE CONGRESS OF THE UNITED
 STATES OF AMERICA and THE UNITED
 STATES OF AMERICA

DATED:

By /signature on original____
Jill Bowers
Attorney for Defendant THE STATE OF
CALIFORNIA

1
2 DATED: _____
3
4

PORTER, SCOTT, WEIBERG & DELEHANT
A Professional Corporation

5 By _/signature on original____
6

Terence J. Cassidy

Michael W. Pott

Attorney for Defendants

ELK GROVE UNIFIED SCHOOL

DISTRICT, DR. STEVEN LADD,

LINCOLN UNIFIED SCHOOL DISTRICT,

JANET PETSCH, SACRAMENTO CITY

UNIFIED SCHOOL DISTRICT, DR. M.

MAGDALENA CARRILLO MEJIA, EL

VERTA JOINT ELEMENTARY SCHOOL

DISTRICT, DR. DIANNA MANGERICH,

RIO LINDA UNION SCHOOL DISTRICT

and FRANK S. PORTER

12 **ORDER**
13

14 **IT IS SO ORDERED:**

15 Dated: March 29, 2005

/s/Lawrence K. Karlton

Lawrence K. Karlton

Senior Judge

United States District Court