

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Doe 1 v. Winters Joint Unified School District

Doe 1 · No. 2:25-cv-00608-DC-CSK · Decided June 23, 2025

OPINION

Doe 1 v. Winters Joint Unified School District

PER CURIAM.

1 2 3 4

5 UNITED STATES DISTRICT COURT

6 FOR THE EASTERN DISTRICT OF CALIFORNIA

7 8 JANE DOE 1, Case No. 2:25-cv-00608-DC-CSK 9 Plaintiff,

10 V. ORDER GRANTING STIPULATED

PROTECTIVE ORDER

11 WINTERS JOINT UNIFIED SCHOOL

DISTRICT, et al., (ECF No. 10) Defendants. Y 14 The Court has reviewed the parties' stipulated protective order below (ECF No. 15 10),' and finds it comports with the relevant authorities and the Court's Local Rule. See 16 || L.R. 141.1. The Court APPROVES the protective order, subject to the following 17 || clarification. Z 18 The Court's Local Rules indicate that once an action is closed, it "will not retain 19 || jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 20 141.1(f); see Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, at *2 21 || (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain 22 || jurisdiction for disputes concerning protective orders after closure of the case). Thus, the 23 || Court will not retain jurisdiction over this protective order once the case is closed. 24 || Dated: June 20, 2025 cnr - s .

25 CHI SOO KIM

>, doe.0608.25 UNITED STATES MAGISTRATE JUDGE

27 The parties initially attached the stipulated protective order to the joint status report 28 filed at ECF No. 9. Pursuant to the Court's request, Plaintiff Jane Doe 1 refiled the stipulated protective order separately at ECF No. 10.

JAKE PILLARD, SBN 333995

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for Plaintiff, Jane Doe 1, a minor 11

UNITED STATES DISTRICT COURT

12 EASTERN DISTRICT OF CALIFORNIA

13 JANE DOE 1 a minor, by and through JANE Case Number: 2:25-at-00246 14 DOE 2, her
Guardian ad Litem, 15 Plaintiff, STIPULATED PROTECTIVE ORDER

CONCERNING CONFIDENTIAL DISCOVERY

16 vs.

MATERIAL

17 WINTERS JOINT UNIFIED SCHOOL DISTRICT; 18 ESTEBAN ARIAS GARCIA, a person
lacking legal capacity, by and through Alejandra 19 Jimenez and Rosario Garcia, his conservators;
20 ESTEBAN ARIAS GARCIA, an individual; ALEJANDRA JIMENEZ, an individual;
ROSARIO 21 GARCIA, an individual and DOES 1-100, 22 Defendants. 23 24

1. PURPOSES AND LIMITATIONS

25 1.1. The parties recognize that discovery in this action is likely to involve the production of 26
highly sensitive, confidential, or private information, including but not limited to 27 1 or protected
records. In light of the sensitive nature of the information at issue, and to 2 protect the privacy
interests of third parties and the parties themselves, the parties 3 stipulate and agree that all
documents, information, and tangible items produced in 4 discovery in this matter shall be treated
as confidential under the terms of this 5 Protective Order. 6 1.2. This Order facilitates the efficient
exchange of discovery while safeguarding certain 7 sensitive material from public disclosure. The
parties acknowledge that this Order does 8 not affect the admissibility or use of discovery in court
proceedings, including hearings 9 and trial. However, any Party seeking to file Protected Material
in the public record 10 must comply with Section 11.3.

11 2. DEFINITIONS

12 2.1. Protected Material: All documents, information, testimony, audio recordings, video 13
recordings, writings, tangible items, electronically stored information, and any other 14 materials
produced or exchanged in discovery in this action, except for materials that 15 are otherwise part
of the public record. 16 2.2. Receiving Party: A Party that receives Protected Material. 17 2.3.
Producing Party: A Party or Non-Party that produces Protected Material. 18 2.4. Counsel:
Attorneys representing a Party, including Outside Counsel of Record and 19 House Counsel, and
their staff. 20 2.5. Expert: A person with specialized knowledge retained to serve as an expert or
21 consultant in this litigation. 22 2.6. Non-Party: Any person, entity, or organization that is not
named as a Party in this 23 action but produces or is requested to produce documents, information,

or materials in 24 discovery. 25 2.7. Party: A named party to this action, including its Officers, directors, partners, members, 26 employees, agents, attorneys, and consultants.

27 3. SCOPE

1 3.1. This Order applies to all Protected Material, and to any copies, excerpts, summaries, or 2 compilations thereof. However, nothing in this Order restricts any Party from discussing 3 their own experiences, or Counsel from discussing either their own experiences or 4 those of their client, including the underlying facts of the case, information contained in 5 publicly filed pleadings or court orders, or information disclosed in any public court 6 proceeding. The restrictions of this Order apply only to materials exchanged in 7 discovery that are not otherwise part of the public record. 8 3.2. Protected Material may be used only for prosecuting, defending, or attempting to 9 settle this litigation, including in depositions, court filings, motions, hearings, and trial, 10 subject to the Federal Rules of Evidence, the Local Rules, and applicable orders of the 11 Court. 12 3.3. Public filing of Protected Material is governed by Civil Local Rule 141 (See Section 11.3). 13 However, nothing in this Order shall be construed to restrict a Party from offering 14 Protected Material into evidence at hearings or trial, or otherwise affect the 15 admissibility of Protected Material, subject to the Court's evidentiary rulings.

16 4. DURATION

17 4.1. This Order shall survive final disposition of this action and remain in effect unless 18 otherwise ordered by the Court or agreed by the parties in writing.

19 5. DESIGNATING PROTECTED MATERIAL

20 All Protected Material, as defined in Section 2.1, shall automatically be treated as 21 confidential under this Order without the need for any individual designation or 22 marking unless otherwise provided for herein.

23 6. ACCESS TO AND USE OF PROTECTED MATERIAL

24 6.1. Protected Material may be disclosed only to the following persons, and only to the 25 extent reasonably necessary, in the discretion of Counsel, for this litigation: 26 6.1.1. Attorneys of record for the Parties, and their affiliated attorneys, paralegals, 27 clerical staff, and secretarial staff actively involved in this litigation. 1 6.1.2. In-house counsel for the Parties, and their paralegals, clerical staff, and secretarial 2 staff; provided that any non-lawyer given access to Protected Material shall be 3 advised of this Protective Order and agree to be bound by its terms. 4 6.1.3. Officers, directors, partners, members, employees, agents (including private 5 investigators) and consultants of the Parties whom Counsel deems necessary to 6 assist in the prosecution, defense, or settlement of this litigation; provided that prior 7 to disclosure, Counsel shall provide a copy of this Protective Order to such 8 individuals, explain its terms, and secure the individual's signature on the 9 Acknowledgment and Agreement to Be Bound attached as Exhibit A. 10 6.1.4. Court reporters, videographers, and their staff engaged for depositions, hearings, 11 or other proceedings in this litigation. 12 6.1.5. Outside experts or consultants retained by the Parties or their Counsel to assist in 13 this litigation, whether or not retained to testify; provided that before

any 14 disclosure, the expert or consultant shall be provided with a copy of this Protective 15 Order, its terms shall be explained, and the expert or consultant shall sign the 16 Acknowledgment and Agreement to Be Bound attached as Exhibit A. 17 6.1.6. Witnesses in depositions, hearings, or trial, as reasonably necessary for this 18 litigation. 19 6.1.7. The Court and its personnel. 20 6.1.8. Any other person agreed to in writing by all Parties to this Protective Order. 21 6.2. Protected Material must be stored and maintained in a secure manner that limits 22 access to the persons listed above. 23 6.3. Counsel who disclose Protected Material to any individual under Section 6.1 shall be 24 responsible for informing that individual of the obligations under this Protective Order 25 and obtaining the executed Acknowledgment and Agreement (Exhibit A) to be bound 26 where required. 27 1 7.1. If a Receiving Party is served with a subpoena or a court order issued in other litigation 2 that compels disclosure of Protected Material, the Receiving Party must promptly: 3 7.1.1. Notify all Parties in writing, including providing a copy of the subpoena or court 4 order; 5 7.1.2. Notify the party who caused the subpoena or order to issue that the materials are 6 subject to this Protective Order; and 7 7.1.3. Cooperate with all reasonable efforts to maintain the confidentiality of the 8 Protected Material. 9 7.2. If any Party wishes to seek a protective order or other relief to prevent or limit 10 disclosure, it shall bear the burden and expense of seeking protection in the issuing 11 court. Unless prohibited by applicable law or court order, the Receiving Party shall not 12 produce Protected Material until the Party seeking protection has had a reasonable 13 opportunity to seek a court ruling.

14 8. NON-PARTY MATERIAL

15 8.1. The terms of this Order are applicable to Protected Material produced by a Non-Party 16 in this action. Such Protected Material produced by Non-Parties in connection with this 17 litigation is protected by the remedies and relief provided by this Order. Nothing in 18 these provisions shall be construed as prohibiting a Non-Party from seeking additional 19 protections from the Court. 20 8.2. In the event that a Party is required, by a valid discovery request, to produce a Non- 21 Party's Protected Material in its possession, and the Party is subject to a confidentiality 22 obligation restricting disclosure, then the Party shall: 23 8.2.1. Promptly notify in writing the Requesting Party and the Non-Party that some or all 24 of the Protected Material requested is subject to confidentiality obligations; 25 8.2.2. Promptly provide the Non-Party with a copy of this Protective Order, the relevant 26 discovery request(s), and a reasonably specific description of the Protected Material 27 requested; and 1 8.3. If the Non-Party fails to object or seek a protective order from the Court within 14 days 2 of receiving the notice and accompanying information, the Party may produce the Non- 3 Party's Protected Material responsive to the discovery request. If the Non-Party timely 4 seeks a protective order, the Party shall not produce any Protected Material in its 5 possession or control before a determination by the Court. Absent a court order to the 6 contrary, the Non-Party shall bear the burden and expense of seeking protection in this 7 Court for its Protected Material.

8 9. UNAUTHORIZED DISCLOSURE

9 9.1. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected 10
Material to any person or in any circumstance not authorized under this Protective 11 Order, the
Receiving Party must immediately (a) notify all Parties of the unauthorized 12 disclosure in
writing, (b) use its best efforts to retrieve all unauthorized copies of the 13 Protected Material, (c)
inform the unauthorized recipient of the terms of this Protective 14 Order, and (d) request that the
unauthorized recipient execute the Acknowledgment 15 and Agreement to Be Bound attached as
Exhibit A.

16 10. INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL

17 10.1. If a Producing Party gives notice to Receiving Parties that certain material produced in 18
discovery is subject to a claim of privilege or other protection, the Receiving Parties 19 must
comply with the procedures set forth in Federal Rule of Civil Procedure 20 26(b)(5)(B). This
provision does not modify any procedures that may be established in 21 an e-discovery order
providing for production without prior privilege review. Pursuant 22 to Federal Rule of Evidence
502(d) and (e), the parties may incorporate into this 23 Protective Order any agreement they reach
regarding the effect of disclosure of 24 privileged or protected information.

25 11. MISCELLANEOUS

26 11.1. Right to Further Relief: Nothing in this Order limits a Party's right to seek modification
27 by the Court. 1 11.2. Right to Assert Other Objections: This Order does not waive any
objections to discovery 2 or use of Protected Material. 3 11.3. Filing Protected Material: A Party
that seeks to file Protected Material with the Court 4 must comply with Civil Local Rule 141.
Protected Material may only be filed under seal 5 pursuant to a Court order authorizing the sealing
of the specific material at issue. The 6 Parties must act in Good Faith in bringing motions under
Civil Local Rule 141. The Court 7 will issue a sealing order only upon a request establishing that
the material is entitled 8 to protection under the law. If the Court denies a request to seal Protected
Material, 9 the Party may file the material in the public record without violating this Protective 10
Order unless otherwise ordered by the Court. 11 11.4. Agreement To Remove Protection: The
Parties may agree in writing that specific 12 Protected Material shall no longer be subject to the
protections of this Order, including 13 the sealing requirements stated in section 11.3. Upon such
written agreement, this 14 Protective Order shall no longer apply to the agreed-upon material. 15
11.5. The Court retains jurisdiction to enforce the terms of this Protective Order.

16 12. FINAL DISPOSITION

17 12.1. Within 60 days of final disposition of this action, each Receiving Party must return or 18
destroy all Protected Material, except that Counsel may retain archival copies of 19 pleadings,
motions, transcripts, exhibits, and other filings, which remain subject to this 20 Order. 21 IT IS
SO STIPULATED, THROUGH COUNSEL OF RECORD. 22 23 DATED: June 14, 2025 /s/
JAKE PILLARD 24 _____

ATTORNEY FOR PLAINTIFF

25 JANE DOE 1 a minor, by and through JANE DOE 2, her Guardian ad Litem 26 27

DATED: June 10, 2025 /s/ KATHERINE A. ALBERTS,

1 _____

ATTORNEY FOR DEFENDANT

2 DEFENDANT WINTERS JOINT UNIFIED SCHOOL
DISTRICT

3 PURSUANT TO STIPULATION, IT IS SO ORDERED. 4

5

DATED: _____

6 _____

7 UNITED STATES DISTRICT/MAGISTRATE JUDGE

8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ 4

_____ [print or type full address], declare

under 5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective

Order 6 that was issued by the United States District Court for the Eastern District of California

on 7 _____[date] in the case of Jane Doe 1, a minor, by and through Jane Doe 2, her Guardian

ad 8 Litem v. Winters Joint Unified School District et al (“2:25-at-00246”). I agree to comply with

and to 9 be bound by all the terms of this Stipulated Protective Order and I understand and

acknowledge 10 that failure to so comply could expose me to sanctions and punishment in the

nature of contempt. I 11 solemnly promise that I will not disclose in any manner any information

or item that is subject to 12 this Stipulated Protective Order to any person or entity except in strict

compliance with the 13 provisions of this Order. 14 I further agree to submit to the jurisdiction of

the United States District Court for the 15 Eastern District of California for the purpose of

enforcing the terms of this Stipulated Protective 16 Order, even if such enforcement proceedings

occur after termination of this action. 17 I hereby appoint _____ [print

or type full name] of 18 _____ [print or type full

address and telephone number] 19 as my California agent for service of process in connection

with this action or any proceedings 20 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