

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Newport News Division

G.G., by his next friend and mother,)	
DEIRDRE GRIMM,)	
)	
Plaintiff,)	
)	Civil No. 4:15-cv-00054-RGD-TEM
v.)	
)	
GLOUCESTER COUNTY SCHOOL)	
BOARD,)	
)	
Defendant.)	

AGREED CONFIDENTIALITY PROTECTIVE ORDER

The parties to this action have entered into a Stipulation for Protective Order in order to safeguard information that is confidential, as defined below, in the course of discovery in and litigation of this action.

IT IS HEREBY ORDERED that the parties shall follow the procedures set forth below with respect to information, documents, or other things or otherwise disclosed in this litigation:

(1) Confidential Information: "Confidential Information" means information subject to federal or state privacy rights, including personally identifiable student information protected under the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(b)(2)(B), 34 C.F.R. §99.31(a)(9)(i-ii); medical and health information protected by the Health Insurance Portability and Accountability Act ("HIPAA"), personnel files, including all documents contained therein, of any employee of the School Board; documents designated as confidential by the agreement of counsel, and any other information which may create a reasonable risk of identity theft, invasion of privacy, or may otherwise cause substantial harm to the designating party's legitimate privacy interests if publicly disclosed, including without limitation, student names or

names of students' parents or guardians, social security numbers, addresses, telephone numbers, and personal health information.

(2) Exercise of Care in Designating Confidential Information: Each party or non-party that designates Confidential Information under this Order must take care to limit any such designation to specific material or parts of material that the party reasonably believes to qualify for protection.

(3) Manner and Timing of Designations: Designation in conformity with this Order requires that the producing party affix the legend "CONFIDENTIAL" at the top or bottom of each page that contains Confidential Information, or otherwise clearly designate the material and/or document as confidential. Material that qualifies for protection under this order should be clearly so designated before the material is disclosed or produced. Provided however, that in the event that information which, through inadvertence or otherwise, does not contain such "Confidential" legend is subsequently identified by the producing party as "Confidential Information," written notification thereof shall be given to the receiving party as quickly as reasonably possible, and such information shall be considered confidential under this Order.

(4) Depositions: Unless all parties agree on the record at the time the deposition testimony is taken, all deposition testimony taken in this case shall be treated as Confidential Information until twenty-one (21) days after the hard copy of the transcript is delivered to counsel. Within this time period, a party may serve a Notice of Designation as to specific portions of the testimony that are designated Confidential Information, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Order.

(5) Challenging Confidentiality Designations: Nothing in this Order shall prevent a receiving party from challenging a producing party's designation of specific material as Confidential Information and, if the producing party does not remove the designation on request, asking this Court

to remove the designation. All material a party designates as Confidential Information shall be treated as such and filed under seal until an Order is entered to remove the designation.

(6) Disclosure of Confidential Information: Confidential Information shall be used only for the purpose of this litigation and for no other purpose whatsoever, and shall not be published, given, shown, made available, or distributed in any way except:

(a) with the prior written consent of the producing party, or pursuant to further order of this Court, or on motion with notice to the producing party; or

(b) to "Qualified Persons," who shall be defined to include:

(i) The parties' counsel in this action and their authorized secretarial and paralegal staff and other employees;

(ii) The Court and court personnel, deposition officers, court reporters, and videographers used in connection with this action;

(iii) Employees of outside copying, printing, binding, litigation, support, mediators, or computer input services used in connection with this action;

(iv) Outside experts and/or consultants retained by counsel for the purpose of assisting in the preparation of this case;

(v) Deposition witnesses, to the extent that the Confidential Information is directly relevant to the witness's testimony, with the consent of the party who produced the information, which shall not be unreasonably withheld; and

(v) Such other persons as the parties may agree or may be ordered by the Court.

(c) Any party who discloses Confidential Information to Qualified Person(s) must, prior to disclosure, inform the Qualified Person(s) that the material is confidential and obtain agreement from the Qualified Person(s) that the Qualified Person(s) will not disclose the Confidential Information.

(7) Filing Confidential Information: If any party wishes to use material designated as

