

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

BETHEL MINISTRIES, INC., \*

*Plaintiff,* \*

v. \*

No. 1:19-cv-01853-SAG

DR. KAREN B. SALMON, *et al.*, \*

*Defendants.* \*

\* \* \* \* \*

**CONSENT MOTION TO ENTER STIPULATED CONFIDENTIALITY ORDER**

Defendants, with the consent of Plaintiff and pursuant to Federal Rule of Civil Procedure 26(c) and Local Rule 104.13, hereby move for the entry of a stipulated confidentiality order and state as follows:

1. Defendants and Plaintiff have agreed and stipulated to a proposed confidentiality order to protect the disclosure of certain personal, private information (including the names of minor children), produced in discovery in this case.

2. The proposed stipulated confidentiality order is filed herewith.

WHEREFORE, Defendants respectfully request that the Court enter the attached stipulated confidentiality order.

BRIAN E. FROSH  
Attorney General of Maryland

*/s/ Robert A. Scott*

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April 8, 2021

Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on this 8<sup>th</sup> day of April, 2021 a copy of the foregoing Consent Motion was filed via ECF and thereby served on all parties of record.

/s/ Robert A. Scott  
Robert A. Scott

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*Plaintiff,* \*

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No. 1:19-cv-01853-SAG

DR. KAREN B. SALMON, *et al.*, \*

*Defendants.* \*

\* \* \* \* \*

**STIPULATED CONFIDENTIALITY ORDER**

Pursuant to Federal Rule of Civil Procedure (“Rule”) 26(c) and in accordance with Local Rule 104.13, with the undersigned parties having consented to the entry of a confidentiality order in this form (this “Confidentiality Order”) without further notice, and the Court having found that the discovery of information that one or more parties or non-parties may consider confidential has been or may be requested in this action and that the disclosure and distribution of such information should be reasonably restricted, the Court finds that good cause exists for the entry of this Confidentiality Order.

THEREFORE, IT IS HEREBY STIPULATED, AGREED AND ORDERED that the parties, their representatives, agents, experts, and consultants, and any other interested persons, including non-parties from whom information may be sought in discovery, shall be entitled to the benefits of and adhere to the following terms

regarding documents, data, and other information and tangible things that are produced, made available for inspection, disclosed, or filed in this case:

1. Documents and information produced during the course of discovery proceedings in this action designated as “Confidential” shall be used by the parties and counsel therefore solely for the purpose of this litigation.

2. The protection afforded by this Confidentiality Order shall in no way affect a party’s or non-party’s right to withhold documents as privileged under the attorney-client or other privilege or as otherwise exempted from discovery under Rule 26.

3. Parties and non-parties may designate material as “Confidential” and be entitled to the protections in accordance with this Confidentiality Order. However, nothing in this Confidentiality Order grants to non-parties access to the materials produced by others.

4. All information produced by the parties or non-parties (hereinafter the “Producing Entity”) in the course of discovery proceedings in this action and designated as “Confidential” shall not be used or disclosed except as expressly permitted hereunder.

5. A Producing Entity who provides material may designate it as “Confidential” only when such person in good faith believes it contains sensitive

personal information which is in fact confidential. A party shall not routinely designate material as “Confidential” or make such a designation without reasonable inquiry to determine whether it qualifies for such designation. “Confidential Information,” as used herein, shall refer to any document designated “Confidential,” other discovery materials so designated (including deposition transcripts as specified below) and all copies and extracts thereof, and shall also refer to the information contained therein. Discovery materials may be designated “Confidential” by stamping or otherwise marking “Confidential” on each page of the material in a manner that will not interfere with its legibility. If a Producing Entity produces material that is entitled to be designated as “Confidential,” but inadvertently fails to designate it as “Confidential,” that Producing Entity may subsequently designate such material as “Confidential” by written notice to the other parties to this action and such material will then be treated as “Confidential” pursuant to this Confidentiality Order. Further, the parties agree that all documents and information produced prior to the entry of this Confidentiality Order that contains the first and last names of minors, or the personal identifiable information such as birthdates or Social Security Numbers of individuals, shall be considered Confidential hereunder.

6. Confidential Information shall not be disclosed or distributed to any person or entity other than the following:

- (a) the undersigned parties and their attorneys and their attorneys' paralegals, clerical and other assistants who have a clear need therefore in connection with this action;
- (b) Any party who has not entered into this Confidentiality Order, provided such persons have signed an acknowledgement in the form annexed hereto as Attachment A attesting to the fact that they have read this Confidentiality Order and agree to be bound by its terms;
- (c) Any person retained by the parties who are subject to this Protective Order, or their attorneys, to serve as expert witnesses or otherwise to provide advice to the parties or their attorneys in connection with this action (referred to as "consultants"), provided such persons have signed an acknowledgement in the form annexed hereto as Attachment A attesting to the fact that they have read this Confidentiality Order and agree to be bound by its terms;
- (d) stenographers engaged to transcribe depositions or other testimony conducted in this action;
- (e) the Court and its support personnel; and

- (f) a witness during the course of that witness's testimony or preparation therefore, provided such persons have signed an acknowledgment under penalty of perjury in the form annexed hereto as Attachment A attesting to the fact that they have read this Confidentiality Order and agree to be bound by its terms.

7. During any deposition noticed in connection with this action, a witness or any attorney may indicate on the record that a question calls for or an answer has information that is Confidential. Such information may be so designated either:

- (a) during the deposition, in which case the transcript of the designated testimony shall be bound in a separate volume and marked "Confidential Information Governed by Confidentiality Order;" or
- (b) by written notice to the reporter and to all counsel of record, given within ten (10) calendar days after the date of the reporter's written notice to the deponent or its counsel that the transcript is available for review, in which case the reporter and all counsel receiving notice of the designation shall be responsible for marking the copies of the transcript in their possession or under their control as directed by the designating party.

8. Thereupon, either counsel may request all persons, except persons entitled to receive Confidential Information or information that is pursuant to this Confidentiality Order, to leave the room where the deposition is proceeding until completion of the answer or answers containing such information.

9. Persons described in paragraph 6 above shall be restricted to using any information that is Confidential for only purposes directly related to this action, including any appeals, and not for any other litigation or proceeding or for any business, commercial, competitive, personal, or other purpose. Photocopies of documents containing such information shall be made only to the extent necessary to facilitate the permitted use hereunder.

10. Prior to any disclosure of any information that is Confidential to any person retained as an expert and/or consultant pursuant to subparagraph 6(c) above, counsel retaining such person shall cause such person to read this Confidentiality Order and sign an acknowledgement in the form annexed hereto as Attachment A. Counsel shall retain the signed acknowledgement, hold it in escrow, and produce it to opposing counsel prior to such person being permitted to testify at deposition or trial, or at the conclusion of the case, whichever comes first.

11. Prior to any motions hearing and/or trial in this action, the attorneys for the parties, or self-represented parties, shall meet and confer to negotiate a proposal

regarding the treatment of information designated as Confidential that is proposed to be used at such hearing or trial. Ultimately, the determination of the treatment of such information at such hearing or trial will be determined by the Court.

12. All information that is Confidential that is filed with the Court, and any pleadings, motions or other papers filed with the Court disclosing such information, shall be filed under seal and kept under seal until further order of the Court. The party filing the materials under seal shall make a motion as required by Local Rule 105.11. The parties agree that they will use their best efforts to disclose or include information that is Confidential in documents submitted to the Court only when absolutely necessary, and agree, where possible, to designate only the confidential portions of filings with the Court to be filed under seal. To facilitate compliance with this Confidentiality Order by the Clerk's office, material filed under the designation "Confidential" shall be contained in a sealed envelope bearing such designation on its front face. In addition, the envelope shall bear the caption of the case, shall contain a concise inventory of its contents for docketing purposes that does not disclose such information and shall state thereon that it is filed under the terms of this Confidentiality Order.

13. In the event that the requesting party disagrees with the designation by the Producing Entity of any document or discovery materials as "Confidential" the

requesting party shall advise the Producing Entity or its counsel in writing of the objection and identify the document or material with sufficient specificity to permit the other to identify it. Within ten (10) days of receiving this written objection, the Producing Entity shall advise whether the “Confidential” designation will be removed. If the appropriate designation cannot be resolved, then the dispute may be presented to the Court by motion or otherwise as the Court directs. In the event of such a dispute, the party seeking confidentiality shall have the burden to justify the designation as “Confidential.” During the pendency of any such dispute, the designated document or material shall continue to be treated as Confidential subject to the provisions of this Confidentiality Order.

14. Within thirty (30) days of the resolution of this action by settlement or judgment, including the conclusion of all appeals, all documents and discovery materials designated “Confidential” and any copies thereof shall be promptly returned to the Producing Entity or, with and upon the prior consent of said entity, destroyed, provided that the requesting party certifies in writing that all designated documents and materials have been destroyed. Attorney work product containing or reflecting information that is Confidential need not be transmitted to the Producing Entity, but may be destroyed instead at the election of the party that creates such work product. The Clerk of the Court is hereby authorized to return to

counsel or destroy any sealed material filed with the Court upon the conclusion of the litigation.

15. Nothing contained herein shall preclude the Producing Entity from using their own confidential information, documents or materials in any manner they see fit, or from revealing such confidential information, documents or discovery materials to whomever they choose, without the prior consent of any other party or the Court.

16. Notwithstanding anything to the contrary that may be set forth herein, each Producing Entity shall have the right to object to any discovery or to apply to the Court at any time for an order granting other or additional protective relief with respect to any confidential, proprietary, or privileged material. This Confidentiality Order shall not be construed to require any Producing Entity to produce any documents or information not otherwise relevant, material, non-privileged, and the appropriate subject of discovery in this action.

17. Inadvertent disclosure of any information without a designation of "Confidential" shall not be deemed a waiver of a party's right to assert "Confidential" status as to such information. A party who is subject to this Confidentiality Order may designate in writing in a letter to the other parties in the

litigation that the inadvertently disclosed matter be “Confidential” pursuant to this Agreement.

18. Inadvertent disclosure of information which falls within the attorney-client privilege and/or the attorney work-product doctrine shall not operate to waive any rights to assert such privilege(s) with respect to such information. Once the party receiving such privileged information is notified of the assertion of the privilege(s), the receiving party must return the privileged item(s) to the producing party within three (3) business days, including all copies or extracts of such information, unless the receiving party disputes the applicability of the claimed privilege. If the receiving party declines to return the disclosed information under this section, the party claiming the privilege may present the issue to the Court for a ruling.

19. If any party or person subject to this Protective Order, or their counsel, receives a subpoena or other process from any person (including but not limited to natural persons, corporations, partnerships, firms, governmental agencies, departments or bodies, boards, or associations) seeking production of information produced in this action that is Confidential, the party or person and/or their counsel shall promptly give written notice by overnight delivery and by email to the

Producing Entity and/or their counsel, identifying the Confidential information sought and enclosing a copy of the subpoena or other process. In no event shall production or other disclosure be made before the Producing Entity has been given the aforementioned notice and has had an opportunity to quash such subpoena or other process.

20. The provisions of this Confidentiality Order and the obligation to retain the confidentiality of the information that is Confidential produced hereunder, absent written permission or further Order of the Court, shall survive and continue to be binding after the conclusion of this action, including all appeals. This Court shall retain jurisdiction over the parties to the extent necessary to enforce said obligation.

ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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Stephanie A. Gallagher  
United States District Judge

AGREED AND CONSENTED TO:

/s/ John R. Garza  
(by permission of John R. Garza)  
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*Attorneys for Defendants*

**Attachment A**

**Acknowledgment of Receipt of  
Confidentiality Order and Contempt for Violation of Order**

The undersigned hereby acknowledges receipt of a copy of the Stipulated Confidentiality Order (the “Confidentiality Order”) entered by the United States District Court for the District of Maryland in *Bethel v. Salmon*, Civil Action No. 19-cv-01853-SAG. The undersigned states that he or she has read, fully understands, and agrees to be bound by the provisions of said Confidentiality Order, including with respect to documents or information designated “Confidential” and the prohibition on the communication of any information contained in such documents or information except pursuant to the explicit terms of the Confidentiality Order, and is aware that for any violation of the provisions of said Confidentiality Order, he or she is subject to such penalties as the Court may direct. The undersigned further expressly acknowledges that the disclosure in any manner of information that is “Confidential” or information other than as allowed by the Confidentiality Order will constitute a violation of an Order of the Court.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Date