

CERTIFICATION

I hereby certify that a copy of the foregoing Motion for Protective Order was mailed to the following counsel and pro se parties of records on this 19th day of November, 2015:

Josephine Graff, Esq.
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P.O. Box 120
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s/

Magdalena B. Wiktor

DOCKET NO. WWM-15-6009136S

MELANIE PEREZ : SUPERIOR COURT

VS. : JUDICIAL DISTRICT OF
WINDHAM AT PUTNAM

STATE OF CONNECTICUT,
JUDICIAL DEPARTMENT : NOVEMBER 19, 2015

PROPOSED QUALIFIED PROTECTIVE ORDER

Plaintiff Melanie Perez ("Plaintiff") and Defendant State of Connecticut, Judicial Department ("Defendant") hereby request, pursuant to Section 13-5 of the Connecticut Practice Book, that the following Protective Order be entered by the Court.

1. This Protective Order shall govern any designated information produced in this action, including all designated deposition testimony, documents, and discovery materials.

2. Each party and any non-party shall have the right to designate as CONFIDENTIAL and, therefore, subject to this Protective Order, any information, document, or portion of any document that the designating party believes in good faith (a) contains, reflects, or reveals confidential information the disclosure of which would tend to cause substantial harm to the designating party's legitimate business or privacy interests; or (b) a confidential communication or record covered by Conn. Gen. Stat. § 52-146c (psychologist-patient privilege), § 52-146d (psychiatrist-patient privilege), § 52-146o (physician-patient privilege); § 52-146q (social worker-client privilege), or § 52-146s (professional counselor-client privilege); or (c) information contained in personnel files and protected from disclosure by Conn. Gen. Stat. § 31-128 or other confidential

employee information; or (d) tax returns; and (e) that the designating party believes in good faith to be entitled to protection under Practice Book § 13-5.

3. If a party believes that any testimony, document, or information produced during discovery meets the requirements of Section 11-20a of the Connecticut Practice Book for sealing documents, then that party may designate said testimony, document, or information as CONFIDENTIAL – MUST BE FILED UNDER SEAL. Unless otherwise agreed to, or ordered by the Court, both parties agree to file documents designated as CONFIDENTIAL – MUST BE FILED UNDER SEAL under seal in accordance with the procedures outlined in Practice Book § 11-20a. The party who designated the testimony, document, or information as CONFIDENTIAL – MUST BE FILED UNDER SEAL shall have the burden of providing the information necessary to support the designation in papers filed with the Court.

4. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL prior to its production or, if inadvertently produced without such legend, by furnishing written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL under this Protective Order.

5. Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either: (a) during the deposition; or (b) by written notice to the reporter and all counsel of record, given within 30 days after the deposition transcript is received by the designating party. For testimony designated CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL, the designating

~~party shall have the right to exclude from a deposition before the taking of the~~
designated testimony all persons not authorized to receive such information under this Protective Order.

6. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL only for the purpose of prosecution or defense of this action, and for no other purpose.

7. Documents or information designated CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL may be disclosed only to:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries, and other personnel working under counsel's supervision;
- (c) parties named in this litigation, including their officers, directors and employees (including in-house counsel) to whom disclosure is reasonably necessary for this litigation;
- (d) court reporters, translators, duplicating services, and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation.

8. If counsel wish to disclose any documents or information that has been designated as CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL to an individual that does not fall within the scope of paragraph 7(c) or 7(e) above and is a witness, or whom counsel believes in good faith is a potential witness, counsel must first advise the individual that the information has been designated as confidential pursuant to this protective order, and request that the individual agree to be bound by

~~this Order. If an individual refuses to be bound by the Order, counsel may still disclose~~

the information to the individual if counsel believes it is necessary to do so to effectively represent his or her client, but – if information designated by the opposing party is disclosed to the individual outside the presence of opposing counsel - counsel must also immediately notify opposing counsel that information designated as CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL was disclosed to said individual who refused to be bound by the terms of this Order. At that time, counsel will also provide opposing counsel with the identity, address, and telephone number of the individual who refused to be bound by the terms of this Order. Counsel will also not allow any witness or potential witness described in this paragraph to retain possession of any documents that have been designated as CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL.

9. This Protective Order shall not preclude any party from seeking and obtaining, on an appropriate showing, such additional protection with respect to the confidentiality of documents or other discovery material as that party may consider appropriate. Nor shall any party be precluded from claiming that any matter designated hereunder is not entitled to the protection of this Protective Order; from applying to the Court for an Order permitting the disclosure or use of information or documents otherwise prohibited by this Protective Order; or from applying for an Order modifying this Protective Order in any respect.

10. If a party or an interested member of the public objects to the designation of any particular document or other information as CONFIDENTIAL or

~~CONFIDENTIAL – MUST BE FILED UNDER SEAL during the discovery period, the~~

following procedure shall be utilized:

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection;
- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party may, within five (5) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL within the meaning of the Protective Order. The designated materials shall continue to be treated as CONFIDENTIAL or CONFIDENTIAL – MUST BE FILED UNDER SEAL until determined to be otherwise by order of the Court or by agreement of the parties;
- (c) In any such motion filed with the Court, the designating party will have the burden to show “good cause” supporting the designation.

11. Inadvertent production of any documents or information subject to the attorney-client privilege or work product doctrine shall not constitute a waiver of such privilege or of the work-product protection. The parties agree that upon discovery or inadvertent production, the disclosing party may immediately request the return of such documents and the receiving party shall promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information.

12. Nothing herein shall preclude or limit the use of any documents or information at trial. Summaries or statistical analyses derived from documents designated as “CONFIDENTIAL” or “CONFIDENTIAL – MUST BE FILED UNDER SEAL,” shall be considered confidential unless presented in a manner that the underlying confidential information is not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of confidential

~~information in such summary or statistic analysis shall not affect the parties' ongoing~~
obligation to maintain the confidentiality of confidential information used therein.

13. Nothing in this Protective Order shall preclude a Party from using any information that (i) was in the public domain at the time it was designated as confidential under this order, or prior to the date of the use or disclosure by the Party has entered the public domain through no fault of the Party or any party to whom the receiving Party has disclosed such confidential information; (ii) was known to the Party, without restriction, at the time of production by an opposing party, as shown by written records of the Party kept in the ordinary course of business (iii) was rightfully communicated to the Party by persons whom such Party reasonably believes are not bound by confidentiality obligations with respect thereto, or (iv) is disclosed by the Party with the prior written approval of the opposing party who designated such information as confidential.

14. Upon written request from opposing counsel after the final termination of this action, whether by settlement, dismissal or other disposition, (a) Plaintiff's counsel shall either destroy or assemble and return to Defendants all documents designated as CONFIDENTIAL or CONFIDENTIAL - MUST BE FILED UNDER SEAL by Defendants, and any material derived or generated from such Confidential Material, and all copies thereof except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Defendants' counsel shall either destroy or assemble and return to Plaintiff all documents designated as CONFIDENTIAL or CONFIDENTIAL - MUST BE FILED UNDER SEAL by Plaintiff, and any material derived or generated from such Confidential Material, and all copies

~~thereof except for court filings, deposition transcripts, trial exhibits and attorney work~~

product. Said destruction or return of said material and copies shall take place within sixty (60) days of receipt of such a written request from opposing counsel. If Plaintiff's counsel and Defendant's counsel elect to destroy said material and copies, they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

15. The termination of this action shall not terminate the directives of this Protective Order.

16. Nothing contained in this Protective Order shall preclude a party from objecting to the discoverability of any information or documents.

17. This Protective Order may be modified, and any matter related to it may be resolved by written stipulation of the parties or by further order of the Court.

PLAINTIFF,
MELANIE PEREZ

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