

1 RONALD O. KAYE, SBN 145051  
 rok@kmbllaw.com  
 2 LINDSAY BATTLES, SBN 262862  
 lbattles@kmbllaw.com  
 3 KAYE, MCLANE, BEDNARSKI & LITT, LLP  
 975 E. Green Street  
 4 Pasadena, California 91106  
 Telephone: (626) 844-7660  
 5 Facsimile: (626) 844-7670

6 Attorneys for Plaintiff Joseph Barreda,  
 Through his Guardian Ad Litem Nancy Barreda  
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 10 JOSEPH BARREDA, by and through his  
 Guardian Ad Litem NANCY  
 11 BARREDA,  
 12  
 Plaintiff,  
 13  
 vs.  
 14 CITY OF DOWNEY, CARL  
 CHARLES, CHRISTOPHER PINAL, E.  
 15 VALDEZ, TODD LOCKWOOD,  
 16 THOMAS QUINTERO, STEVE  
 17 LECHUGA, THE GEO GROUP, INC.,  
 18 NICHOLAS ANDRADE, AND DOES  
 1-10, INCLUSIVE,  
 19  
 Defendants.  
 20

**Case No.: 2:19-cv-02508-DSF-JEM**  
**Discovery Matter**  
**[Honorable John E. McDermott]**

***CORRECTED STIPULATION AND  
 STIPULATED PROTECTIVE  
 ORDER***

21  
 22 **1. PURPOSES AND LIMITATIONS**

23 This case arises from Plaintiff Joseph Barreda’s (“Barreda”) March 5, 2018  
 24 attempted suicide at the Downey City Jail. The Parties agree that disclosure and  
 25 discovery activity in this action will involve production of confidential, proprietary,  
 26 or private information for which special protection from public disclosure and from  
 27 use for any purpose other than prosecuting this litigation may be warranted. Such  
 28 confidential materials include Barreda’s medical records and witness statements

1 and other materials generated in connection with the City of Downey's  
2 investigation regarding the March 5, 2018 suicide attempt.

3 This protective order extends to all materials previously exchanged between  
4 by the parties subject to a pre-litigation, Confidentiality Agreement. Before the  
5 instant lawsuit was filed, the City of Downey, the Downey Police Department  
6 (collectively "Downey"), and The GEO Group, Inc., on the one hand, and Joseph  
7 Barreda, Nancy Barreda, and Arthur Barreda ("the Barredas") on the other hand,  
8 along with their respective legal counsel, agreed to voluntary, pre-lawsuit exchange  
9 of information and documents related to the incident. The purpose of this exchange  
10 was to facilitate pre-lawsuit evaluation and potential informal resolution of  
11 Plaintiff's claims. Although the parties agree to extend the instant Stipulated  
12 Protective Order to all materials earlier produced subject to the pre-lawsuit  
13 Confidentiality Agreement, as set forth in greater detail in Paragraph 7 below, no  
14 party is precluded from raising a challenge to another Party's confidentiality  
15 designation.

16 The Parties further agree that disclosure pursuant to the instant Stipulated  
17 Protective Order shall not be construed as a waiver of applicable privilege with  
18 regard to subsequent third-party litigants. Any documents produced pursuant to this  
19 Stipulated Protective Order that were generated in connection with, or are relevant  
20 to, Barreda's March 5, 2018 attempted suicide retain the same confidentiality and  
21 privileged status they had prior to their production under this agreement. If they  
22 qualified as privileged or confidential documents under applicable law prior to this  
23 agreement, their production under this agreement does not alter or waive their status  
24 as privileged documents; if they did not qualify as privileged documents under  
25 applicable law, their production under this agreement does provide any privileged  
26 status they did not previously have. The production of documents pursuant to this  
27 agreement has no bearing on their admissibility: documents otherwise admissible  
28 remain admissible.

1           The Parties acknowledge that the protection this agreement provides from  
2 public disclosure and use extends only to the limited information or items that are  
3 entitled to confidential treatment under Federal Rule of Civil Procedure 26(c) and  
4 applicable legal principles. The Parties further acknowledge, as set forth in Section  
5 13.4, below, that this agreement does not automatically entitle them to file under-  
6 seal information deemed “CONFIDENTIAL” pursuant to this agreement simply  
7 because it was designated “CONFIDENTIAL” pursuant to this agreement.

8           **2. DEFINITIONS**

9           **2.1 Action:** The above-captioned lawsuit of *Joseph Barreda vs. City of*  
10 *Downey, et al.*, Case No. 2:19-cv-2508-DSF-JEM.

11           **2.2 Counsel:** Kaye McLane Bednarski & Litt, LLP (counsel for Plaintiff),  
12 Lawrence Beach Allen & Choi PC (counsel for the City of Downey, Carl Charles,  
13 Christopher Pinal, E. Valdez and Todd Lockwood) and Burke, Williams &  
14 Sorensen LLP (counsel for The GEO Group, Inc. (“GEO”) and GEO Defendants,  
15 Thomas Quintero, Steve Lechuga and Nicholas Andrade) as well as the Downey  
16 City Attorney’s Office.

17           **2.3 “CONFIDENTIAL” Material or Information:** information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c).

20           **2.4 Protected Material/Information:** any Disclosure or Discovery Material  
21 including Barreda’s medical records and materials generated as part of Downey’s  
22 investigation of the March 5, 2018 suicide attempt including, but not limited to, any  
23 audio and video recordings of witness interviews and encounters between Downey  
24 and or GEO personnel with Barreda that have been designated as  
25 “CONFIDENTIAL” pursuant to the pre-lawsuit Confidentiality Agreement and the  
26 instant agreement.

27           **2.5 Designating or Producing Party:** a Party or Non-Party that designates  
28 Disclosure or Discovery Material that it produces as “CONFIDENTIAL.”

1           **2.6**    Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3           **2.7**    Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this action.

6           **2.8**    Non-Party: any natural person, partnership, corporation, association,  
7 or other legal entity no named as a Party to this action.

8           **2.9**    Party: any party to this action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Counsel (and their support staffs).

10       **3.    SCOPE**

11           The protections conferred by this agreement cover Protected Material (as  
12 defined above), including (1) any information copied or extracted from Protected  
13 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
14 and (3) any testimony, conversations, or presentations by parties or their counsel  
15 that reveal Protected Material.

16       **4.    DURATION**

17           Even after final disposition of this litigation, the confidentiality obligations  
18 imposed by this Order shall remain in effect until a Designating Party agrees  
19 otherwise in writing or a court order otherwise directs. Final disposition shall be  
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
21 with or without prejudice; and (2) final judgment herein after the completion and  
22 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,  
23 including the time limits for filing any motions or applications for extension of time  
24 pursuant to applicable law.

25       **5.    DESIGNATING PROTECTED MATERIAL**

26           **5.1**    Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party that designates information or items for protection under this Order  
28

1 must take care to limit any such designation to specific material being produced in  
2 conjunction with this Action.

3       **5.2**    Manner and Timing of Designations. For information in documentary  
4 form, the Designating Party shall affix a “CONFIDENTIAL” legend to each page  
5 that contains protected material. The legend shall be affixed in a manner that does  
6 not obscure the contents of the document. For testimony given in depositions, the  
7 Designating Party shall identify all Protected Information on the record, before the  
8 close of deposition. For information produced in some other form, the Designating  
9 Party shall affix a “CONFIDENTIAL” designation on a prominent place. For  
10 information produced in some form other than documentary form, and for any other  
11 tangible items, the Designating Party shall affix, in a prominent place on the  
12 exterior of the container or containers in which the information is stored the legend  
13 “CONFIDENTIAL.” *If only a portion of the information warrants protection, the*  
14 *Producing Party shall identify the protected portion.*

15       **5.3**    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive  
17 the designating Party’s right to secure protection under this Order for such material.  
18 Upon timely correction of a designation, the Receiving Party must make reasonable  
19 efforts to assure that the material is treated in accordance with the provisions of this  
20 Agreement.

## 21    **6.        CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22       **6.1**    Challenges. This Order shall be without prejudice to the right of the  
23 parties (i) to bring before the Court at any time the question of whether any  
24 particular document or information is confidential or whether its use should be  
25 restricted or (ii) to present a motion to the Court under Federal Rules of Civil  
26 Procedure 26(c) for a separate protective order as to any particular document or  
27 information, including restrictions differing from those as specified herein. This  
28 Order shall not be deemed to prejudice the parties in any way in any future

1 application for modification of this Order.

2       **6.2**    Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time. Unless a prompt challenge to a  
4 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
5 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
6 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
7 designation by electing not to mount a challenge promptly after the original  
8 designation is disclosed.

9       **6.3**    Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process by providing written notice of each designation it is challenging  
11 and describing the basis for each challenge. To avoid ambiguity as to whether a  
12 challenge has been made, the written notice must recite that the challenge to  
13 confidentiality is being made in accordance with this specific paragraph of the  
14 Protective Order. The parties shall attempt to resolve each challenge in good faith  
15 and must begin the process by conferring directly (in voice to voice dialogue; other  
16 forms of communication are not sufficient) within 14 days of the date of service of  
17 notice. In conferring, the Challenging Party must explain the basis for its belief that  
18 the confidentiality designation was not proper and must give the Designating Party  
19 an opportunity to review the designated material, to reconsider the circumstances,  
20 and, if no change in designation is offered, to explain the basis for the chosen  
21 designation. A Challenging Party may seek judicial intervention only if it has  
22 engaged in this meet and confer process first or establishes that the Designating  
23 Party is unwilling to participate in the meet and confer process in a timely manner.

24    **7.    ACCESS TO AND USE OF PROTECTED MATERIAL**

25       **7.1**    A Receiving Party may use Protected Material that is disclosed or  
26 produced by another Party or by a Non-Party in connection with this case only for  
27 the purpose of prosecuting, defending or attempting to settle this action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the litigation has been terminated, a  
2 Receiving Party must comply with the provisions of Paragraph 13 below (FINAL  
3 DISPOSTION). Protected Material must be stored and maintained by a Receiving  
4 Party at a location and in a secure manner that ensures access is limited to the  
5 persons authorized under this Order and Receiving Parties shall take reasonable  
6 steps to prevent disclosure of Protected Material to any third party.

7 Unless permitted in writing by the designating Party, a Receiving Party may  
8 disclose Protected Material only to:

- 9 (a) Counsel, including their respective associates, clerks, legal  
10 assistants, support personnel and investigators and litigation  
11 support services (photocopy services or transcription services)  
12 who have signed the “Acknowledgment and Agreement to Be  
13 Bound” (Exhibit A);
- 14 (b) Any designated or retained experts (as defined in this Order) and  
15 their employees, hired by any Party who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 17 (c) Any parties to this agreement (including their officers and  
18 employees) who have signed the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A);
- 20 (d) The owner or author of the Protected Material;
- 21 (e) Any mediator or settlement officer, and their supporting  
22 personnel, mutually agreed upon by any of the parties engaged  
23 in settlement discussions who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 25 (f) The Court and its personnel;
- 26 (g) Court reporters and their staff, professional jury or trial  
27 consultants, mock jurors, and Professional Vendors (photocopy  
28 services or transcription services) to whom disclosure is  
reasonably necessary for this litigation and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
2 and

3 (h) During their depositions, witnesses in the action to whom  
4 disclosure is reasonably necessary and who have signed the  
5 “Acknowledgement and Agreement to Be Bound” (Exhibit A)  
6 **unless otherwise agreed by the Designating Party or ordered**  
7 **by the Court.** Pages of transcribed deposition testimony or  
8 exhibits to depositions that reveal Protected Material must be  
9 separately bound by the court reporter and may not be disclosed  
10 to anyone except as permitted under this Stipulated Protective  
11 Order.

12 **7.2** Subject to the terms of this Agreement, nothing herein shall restrict a  
13 recipient of Protected Material from: (a) making working copies, abstracts, digests  
14 and analysis of such information for use in connection with settlement negotiations;  
15 or (b) converting or translating Protected Material into a different format for storage  
16 or analysis, provided that access to Protected Material, in whatever form stored or  
17 reproduced, shall be limited to qualified recipients.

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated as  
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify, in writing, the Designating Party, with a copy  
24 of the subpoena or court order;

25 (b) promptly notify, in writing, the Party who issued the subpoena  
26 or order to that some or all of the material covered by the subpoena or order is  
27 subject to this Protective Order. Such notification shall include a copy of this  
28 Stipulated Protective Order; and



1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 matter as “CONFIDENTIAL” before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 written permission. Insofar as the instant Section 8 is concerned, the Designating  
8 Party shall bear the burden and expense of seeking protection in that court of its  
9 confidential material and nothing in these provisions should be construed as  
10 authorizing or encouraging a Receiving Party to disobey a lawful directive from  
11 another court.

12 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
13 **PRODUCED IN THIS LITIGATION.**

14 The terms of the instant Stipulated Protective Order are applicable to  
15 information produced by a Non-Party in this action and designated as  
16 “CONFIDENTIAL.” Such information produced by Non-Parties in connection  
17 with this litigation is protected by the remedies and relief provided by this Order.  
18 Nothing in these provisions should be construed as prohibiting a Non-Party from  
19 seeking additional protections.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Confidentiality Agreement, the Receiving Party must immediately (a) notify, in  
24 writing, the Producing Party of the unauthorized disclosures, (b) use its best efforts  
25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
26 or persons to whom unauthorized disclosures were made of all the terms of this  
27 Order, and (d) request such person or persons to execute the “Acknowledgment and  
28 Agreement to Be Bound” that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). After being notified, the Receiving Parties  
7 must promptly return, sequester, or destroy the specified information and any  
8 copies it has; must not use or disclose the information until the claim is resolved;  
9 must take reasonable steps to retrieve the information if any Receiving Party  
10 disclosed it before being notified.

11 **12. MISCELLANEOUS**

12 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
13 person to seek its modification by the court in the future.

14 **12.2 Non-Waiver:** By stipulating to the entry of this Protective Order no  
15 Party waives any right it otherwise would have to object to disclosing or producing  
16 any information or item on any ground not addressed in this Stipulated Protective  
17 Order.

18 **12.3 Right to Assert Other Objections/Contest Claims of Privilege.** This  
19 Order has no impact on the rights of the Parties to later contest claims of privilege  
20 in connection with the documents produced. By entering this agreement, no Party  
21 waives any right it otherwise would have to object to disclosing or producing any  
22 information or item on any ground not addressed in this agreement. Similarly, no  
23 Party waives any right to object on any ground to use in evidence of any of the  
24 material covered by this agreement.

25 **12.4 Filing Protected Material.** Without written permission from the  
26 Designating Party or a court order secured after appropriate notice to all interested  
27 persons, a Party may not publicly release or otherwise file in the public record in  
28 this action any Protected Material. A Party that seeks to file under seal any  
Protected Material must comply with Civil Local Rule 79-5 and this Court's

1 Standing Orders. Protected Material may only be filed under seal pursuant to a  
2 court order authorizing the sealing of the specific Protected Material at issue.  
3 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a written  
4 application establishing that the Protected Material is entitled to protection under  
5 the law. However, only the portions of documents, including briefs, exhibits, or  
6 any other moving or opposing papers that contain Protected Material need to be  
7 filed under seal. If a Party's request to file Protected Material under seal is denied  
8 by the court, then the Receiving Party may file the information in the public record  
9 unless otherwise instructed by the court.

10 **12.5 Enforceability.** The validity, construction and performance of this  
11 Stipulated Protective Order shall be governed and construed in accordance with the  
12 laws of California applicable to contracts made and to be wholly performed within  
13 such state, without giving effect to any conflict of laws provisions thereof. The  
14 Federal and state courts located in California shall have sole and exclusive  
15 jurisdiction over any disputes arising under, or in any way connected with or related  
16 to, the terms of this Agreement and Receiving Party: (i) consents to personal  
17 jurisdiction therein; and (ii) waives the right to raise *forum non conveniens* or any  
18 similar objection.

19 **13. FINAL DISPOSITION**

20 Within sixty (60) days after final disposition of this action, as defined in  
21 Paragraph 5, and upon request by a Designating Party made, each Receiving Party  
22 shall return all Protected Material to the Designating Party or destroy such material.  
23 As used in this Paragraph, "all Protected Material" includes all copies, abstracts,  
24 compilations, summaries or any other format reproducing or capturing any of the  
25 Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if  
27 not the same person or entity, to the Designating Party) by the sixty (60) day  
28 deadline that (1) identifies (by category, where appropriate) all the Protected

1 Material that was returned or destroyed and (2) affirms that the Receiving Party has  
2 not retained any copies, abstracts, compilations, summaries or any other format  
3 reproducing or capturing any of the Protected Material. Notwithstanding the  
4 foregoing, Counsel of Receiving Parties are entitled to retain an archival copy of all  
5 pleadings, motion papers, discovery pleadings and productions, trial, deposition,  
6 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
7 exhibits, expert reports, attorney work product, and consultant and expert work

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1 product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Confidentiality Agreement as set forth in Section 4 (DURATION).

4 Dated: October 10, 2019

KAYE, MCLANE, BEDNARSKI & LITT LLP



5 By: \_\_\_\_\_

Ronald O. Kaye  
Lindsay Battles

6  
7 Attorneys for Joseph Barreda,  
8 Nancy Barreda and Arthur Barreda

9 Dated: October 10, 2019

LAWRENCE, BEACH, ALLEN & CHOI, PC

10 By: /s/ Michael D. Allen  
11 Michael D. Allen

12 Attorneys for the City of Downey

13 Dated: October 10, 2019


BURKE, WILLIAMS & SORENSEN, LLP

14 By: /s/ Martin Kosla  
15 Susan E. Coleman  
16 Martin Kosla

17 Attorneys for The GEO Group

18  
19  
20  
21 **BASED ON THE FOREGOING, AND GOOD CAUSE SHOWING, IT IS SO  
ORDERED:**

22 Dated: October 10, 2019



23 **Honorable John E. McDermott**  
24 United States Magistrate Judge  
25 Central District of California

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name],  
4 of \_\_\_\_\_ [print or type full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United states District Court for  
7 the Central District of California on \_\_\_\_\_ [date] in the case of *Joseph Barreda vs.*  
8 *City of Downey, et al.*, Case No. 2:19-cv-2508-DSF-JEM.

9 I agree to comply with and to be bound by all the terms of the Stipulated  
10 Protective Order and I understand and acknowledge that failure to comply could  
11 expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is  
13 subject to the Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occurs after the  
18 termination of this action.

19 I hereby appoint \_\_\_\_\_ [print or type  
20 full name] at \_\_\_\_\_ [print or type full  
21 address and telephone number] as my California agent for service of process in  
22 connection with this action or any proceedings related to enforcement of this  
23 Stipulated Protective Order.

24  
25 Date: \_\_\_\_\_

26 Signature: \_\_\_\_\_

27 City and State where sworn and signed: \_\_\_\_\_

28