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 8 COUNTY OFFICE OF THE DISTRICT
 ATTORNEY, a public entity

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 IGNACIO IXTA, JR., individually;
 A.I., a minor, by and through his
 guardian ad litem, Wendy Galvan;
 13 P.I.I., a minor by and through his
 guardian ad litem, Ginger Martinez,
 14
 Plaintiffs,

Case No. 2:22-cv-02468-MCS-AFM

15 v.

[DISCOVERY MATTER]
STIPULATED PROTECTIVE
ORDER¹

16 COUNTY OF VENTURA, a public
 17 entity; VENTURA COUNTY OFFICE
 OF THE DISTRICT ATTORNEY, a
 18 public entity; CITY OF OXNARD, a
 public entity; OXNARD POLICE
 19 DEPARTMENT, a public entity;
 EDWARD BALDWIN; individually
 20 and in his official capacity as a peace
 officer; ALEX ARNETT, individually
 21 and in his official capacity as a peace
 officer; CHRIS WILLIAMS,
 22 individually and in his official capacity
 as a peace officer; JOHN
 23 CROMBACH, individually and in his
 capacity as former Chief of Police of
 24 the City of Oxnard; and DOES 1
 through 10, inclusive.

25 Defendants.

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 28 ¹ This Stipulated Protective Order is based substantially on the model protective
 order provided under Magistrate Judge Alexander F. MacKinnon’s Procedures.

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

1.1. Contentions re Harm from Disclosure of Confidential Materials.

Defendants contend that there is good cause and a particularized need for a protective order to preserve the interests of confidentiality and privacy in peace officer personnel file records and associated investigative or confidential records for the following reasons.

First, Defendants contend that peace officers have a federal privilege of privacy in their personnel file records: a reasonable expectation of privacy therein that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based discovery disputes involving federal claims,” the “state privilege law which is consistent with its federal equivalent significantly assists in applying [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based

1 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*
2 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants
3 further contend that uncontrolled disclosure of such personnel file information can
4 threaten the safety of non-party witnesses, officers, and their families/associates.

5 Second, Defendants contend that municipalities and law enforcement
6 agencies have federal deliberative-executive process privilege, federal official
7 information privilege, federal law enforcement privilege, and federal attorney-client
8 privilege (and/or attorney work product protection) interests in the personnel files of
9 their peace officers – particularly as to those portions of peace officer personnel files
10 that contain critical self-analysis, internal deliberation/decision-making or
11 evaluation/analysis, or communications for the purposes of obtaining or rendering
12 legal advice or analysis – potentially including but not limited to
13 evaluative/analytical portions of Internal Affairs type records or reports,
14 evaluative/analytical portions of supervisory records or reports, and/or reports
15 prepared at the direction of counsel, or for the purpose of obtaining or rendering
16 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v.*
17 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162
18 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.
19 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*
20 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*
21 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further
22 contend that such personnel file records are restricted from disclosure by the public
23 entity’s custodian of records pursuant to applicable California law and that
24 uncontrolled release is likely to result in needless intrusion of officer privacy;
25 impairment in the collection of third-party witness information and statements and
26 related legitimate law enforcement investigations/interests; and a chilling of open
27 and honest discussion regarding and/or investigation into alleged misconduct that
28 can erode a public entity’s ability to identify and/or implement any remedial

1 measures that may be required.

2 Third, Defendants contend that, since peace officers do not have the
3 same rights as other private citizens to avoid giving compelled statements, it is
4 contrary to the fundamental principles of fairness to permit uncontrolled release of
5 officers' compelled statements. *See generally Lybarger v. City of Los Angeles*, 40
6 Cal.3d 822, 828-830 (1985); *cf.* U.S. Const., amend V.

7 Accordingly, Defendants contend that, without a protective order
8 preventing such, production of confidential records in the case can and will likely
9 substantially impair and harm defendant public entity's interests in candid self-
10 critical analysis, frank internal deliberations, obtaining candid information from
11 witnesses, preserving the safety of witnesses, preserving the safety of peace officers
12 and peace officers' families and associates, protecting the privacy officers of peace
13 officers, and preventing pending investigations from being detrimentally
14 undermined by publication of private, sensitive, or confidential information – as can
15 and often does result in litigation.

16 1.2. Plaintiffs do not agree with and do not stipulate to Defendants'
17 contentions herein above, and nothing in this Stipulation or its associated Order
18 shall resolve the parties' disagreement, or bind them, concerning the legal
19 statements and claimed privileges set forth above.

20 However, plaintiffs agree that there is Good Cause for a Protective
21 Order so as to preserve the respective interests of the parties without the need to
22 further burden the Court with such issues. Specifically, the parties jointly contend
23 that, absent this Stipulation and its associated Protective Order, the parties'
24 respective privilege interests may be impaired or harmed, and that this Stipulation
25 and its associated Protective Order may avoid such harm by permitting the parties to
26 facilitate discovery with reduced risk that privileged and/or sensitive/confidential
27 information will become matters of public record.

28 1.3. The parties jointly contend that there is typically a particularized

1 need for protection as to any medical or psychotherapeutic records, and/or records
2 involving personal information of minor plaintiffs, and investigative source records
3 related to potential informants, because of the privacy interests at stake therein.
4 Because of these sensitive interests, a Court Order should address these documents
5 rather than a private agreement between the parties.

6 1.4. The parties therefore stipulate that there is Good Cause for, and
7 hereby jointly request that the honorable Court issue/enter, a Protective Order re
8 confidential documents consistent with the terms and provisions of this Stipulation.
9 However, the entry of a Protective Order by the Court pursuant to this Stipulation
10 shall not be construed as any ruling by the Court on the aforementioned legal
11 statements or privilege claims in this section (§ 1), nor shall this section be
12 construed as part of any such Court Order.

13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over confidentiality of discovery materials, to adequately
15 protect information the parties are entitled to keep confidential, to ensure that the
16 parties are permitted reasonable necessary uses of such material in preparation for
17 and in the conduct of trial, to address their handling at the end of the litigation, and
18 serve the ends of justice, a protective order for such information is justified in this
19 matter. It is the intent of the parties that information will not be designated as
20 confidential for tactical reasons and that nothing be so designated without a good
21 faith belief that it has been maintained in a confidential, non-public manner, and
22 there is good cause why it should not be part of the public record of this case.

23
24 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

25 The parties further acknowledge, as set forth in Section 12.3, below, that this
26 Stipulated Protective Order does not entitle them to file confidential information
27 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
28 and the standards that will be applied when a party seeks permission from the court

1 to file material under seal.

2 There is a strong presumption that the public has a right of access to judicial
3 proceedings and records in civil cases. In connection with non-dispositive motions,
4 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
5 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
6 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
7 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
8 require good cause showing), and a specific showing of good cause or compelling
9 reasons with proper evidentiary support and legal justification, must be made with
10 respect to Protected Material that a party seeks to file under seal. The parties' mere
11 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
12 without the submission of competent evidence by declaration, establishing that the
13 material sought to be filed under seal qualifies as confidential, privileged, or
14 otherwise protectable—constitute good cause.

15 Further, if a party requests sealing related to a dispositive motion or trial, then
16 compelling reasons, not only good cause, for the sealing must be shown, and the
17 relief sought shall be narrowly tailored to serve the specific interest to be protected.
18 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
19 each item or type of information, document, or thing sought to be filed or introduced
20 under seal in connection with a dispositive motion or trial, the party seeking
21 protection must articulate compelling reasons, supported by specific facts and legal
22 justification, for the requested sealing order. Again, competent evidence supporting
23 the application to file documents under seal must be provided by declaration.

24 Any document that is not confidential, privileged, or otherwise protectable in
25 its entirety will not be filed under seal if the confidential portions can be redacted. If
26 documents can be redacted, then a redacted version for public viewing, omitting
27 only the confidential, privileged, or otherwise protectable portions of the document,
28 shall be filed. Any application that seeks to file documents under seal in their

1 entirety should include an explanation of why redaction is not feasible.

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3 2. DEFINITIONS

4 2.1 Action: [this pending federal law suit].

5 2.2 Challenging Party: a Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless
8 of how it is generated, stored or maintained) or tangible things that qualify
9 for protection under Federal Rule of Civil Procedure 26(c), and as specified
10 above in the Good Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as
12 well as their support staff).

13 2.5 Designating Party: a Party or Non-Party that designates
14 information or items that it produces in disclosures or in responses to
15 discovery as “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information,
17 regardless of the medium or manner in which it is generated, stored, or
18 maintained (including, among other things, testimony, transcripts, and
19 tangible things), that are produced or generated in disclosures or responses to
20 discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a
22 matter pertinent to the litigation who has been retained by a Party or its
23 counsel to serve as an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this
25 Action. House Counsel does not include Outside Counsel of Record or any
26 other outside counsel.

27 2.9 Non-Party: any natural person, partnership, corporation,
28 association or other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this
3 Action and have appeared in this Action on behalf of that party or are
4 affiliated with a law firm that has appeared on behalf of that party, and
5 includes support staff.

6 2.11 Party: any party to this Action, including all of its officers,
7 directors, employees, consultants, retained experts, and Outside Counsel of
8 Record (and their support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation
12 support services (e.g., photocopying, videotaping, translating, preparing
13 exhibits or demonstrations, and organizing, storing, or retrieving data in any
14 form or medium) and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

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20 3. SCOPE
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22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or extracted
24 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties
26 or their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the
28 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Once a case proceeds to trial, information that was designated as
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
4 as an exhibit at trial becomes public and will be presumptively available to all
5 members of the public, including the press, unless compelling reasons supported by
6 specific factual findings to proceed otherwise are made to the trial judge in advance
7 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
8 showing for sealing documents produced in discovery from “compelling reasons”
9 standard when merits-related documents are part of court record). Accordingly, the
10 terms of this protective order do not extend beyond the commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under this
14 Order must take care to limit any such designation to specific material that qualifies
15 under the appropriate standards. The Designating Party must designate for protection
16 only those parts of material, documents, items, or oral or written communications that
17 qualify so that other portions of the material, documents, items, or communications
18 for which protection is not warranted are not swept unjustifiably within the ambit of
19 this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating Party
24 to sanctions.

25 If it comes to a Designating Party’s attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which documents it would like copied and produced. During the inspection
16 and before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
18 it wants copied and produced, the Producing Party must determine which documents,
19 or portions thereof, qualify for protection under this Order. Then, before producing
20 the specified documents, the Producing Party must affix the “CONFIDENTIAL
21 legend” to each page that contains Protected Material. If only a portion or portions of
22 the material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in depositions that the Designating Party identifies
26 the Disclosure or Discovery Material on the record, before the close of the deposition
27 all protected testimony.
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1 (c) for information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL.” If only a portion or portions of the information warrants
5 protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive the
9 Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

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14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 et seq.

20 6.3 Joint Stipulation. Any challenge submitted to the Court shall be
21 via a joint stipulation pursuant to Local Rule 37-2.

22 6.4 The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
25 parties) may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all parties shall
27 continue to afford the material in question the level of protection to which it is
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1 entitled under the Producing Party’s designation until the Court rules on the
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action has been terminated, a Receiving
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary
19 to disclose the information for this Action;

20 (b) the officers, directors, and employees (Including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

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1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
9 not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17
18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
19 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 in this Action as
22 "CONFIDENTIAL," that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the subpoena
27 or order is subject to this Protective Order. Such notification shall include a copy of
28 this 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 action
5 as “CONFIDENTIAL” before a determination by the court from which the subpoena
6 or order issued, unless the Party has obtained the Designating Party’s permission. The
7 Designating Party shall bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
10 directive from another court.

11
12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
13 IN THIS LITIGATION

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

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party
24 that some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
10 of seeking protection in this court of its Protected Material.

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12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
19 persons to whom unauthorized disclosures were made of all the terms of this Order,
20 and (d) request such person or persons to execute the "Acknowledgment and
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

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23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted
6 to the court.

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8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material under seal is
20 denied by the court, then the Receiving Party may file the information in the public
21 record unless otherwise instructed by the court.

22
23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
4 category, where appropriate) all the Protected Material that was returned or destroyed
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
10 reports, attorney work product, and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth in
13 Section 4 (DURATION).

14

15 14. VIOLATION

16 Any violation of this Order may be punished by any and all appropriate measures
17 including, without limitation, contempt proceedings and/or monetary sanctions.

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19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: August 1, 2022

LAW OFFICES OF JONNY RUSSELL

By: /s/ Jonny Russell

Jonny Russell
Attorney for Plaintiff A.I., a minor, by and
through his guardian ad litem, Wendy Galvan

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 8/2/2022



HON. ALEXANDER F. MACKINNON
United States Magistrate Judge

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
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ [date] in the case of **Ignacio Ixta Jr., et al v.**
8 **County of Ventura, et al., Case No. 2:22-cv-02468-MCS-AFM.** I agree to comply
9 with and to be bound by all the terms of this Stipulated Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment in the nature of contempt. I solemnly promise that I will not disclose
12 in any manner any information or item that is subject to this Stipulated Protective
13 Order to any person or entity except in strict compliance with the provisions of this
14 Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process
21 in connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

27
28