

1 Nathan A. Oyster (SBN 225307)
 E-mail: noyster@bwsllaw.com
 2 Caylin W. Jones (SBN 327829)
 E-mail: cjones@bwsllaw.com
 3 BURKE, WILLIAMS & SORENSEN, LLP
 444 South Flower Street, Suite 2400
 4 Los Angeles, California 90071-2953
 Tel: 213.236.0600 Fax: 213.236.2700

5 Attorneys for Defendants
 6 COUNTY OF RIVERSIDE (also
 erroneously sued as RIVERSIDE
 7 COUNTY SHERIFF'S DEPARTMENT),
 SHERIFF CHAD BIANCO, EDWARD
 8 DELGADO, JAMES KRAHMER, and
 ALYSSA VERNAL

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

13 ESTATE OF YARETH AGUILAR
 VILLAGOMEZ, RAYMOND
 14 VILLAGOMEZ, IRIS MENDEZ,
 CIANNAH VILLAGOMEZ AND
 15 NATHAN VILLAGOMEZ,

Case No. 5:23-cv-01196-SVW-AJR

**STIPULATED PROTECTIVE
 ORDER AND ~~PROPOSED~~ ORDER**

Judge: A. Joel Richlin

16 Plaintiffs,

17 v.

18 COUNTY OF RIVERSIDE, a public
 entity; RIVERSIDE COUNTY
 19 SHERIFF'S DEPARTMENT;
 SHERIFF CHAD BIANCO, in his
 20 individual and official capacities;
 EDWARD DELGADO; JAMES
 21 KRACHMER; ALYSSA VERNAL;
 and DOES 1 through 10, inclusive,

22 Defendants.

25 **1. GENERAL**

26 1.1 Purposes and Limitations. Discovery in this action is likely to involve
 27 production of confidential, proprietary, or private information for which special
 28 protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted. Accordingly, the parties hereby
2 stipulate to and petition the Court to enter the following Stipulated Protective
3 Order. The parties acknowledge that this Order does not confer blanket protections
4 on all disclosures or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or items that are
6 entitled to confidential treatment under the applicable legal principles. The parties
7 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
8 Protective Order does not entitle them to file confidential information under seal;
9 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal.

12 1.2 Good Cause Statement.

13 In light of the nature of the claims and allegations in this case and the parties'
14 representations that discovery in this case will involve the production of confidential
15 records, medical records, investigation information that may include third party
16 information, materials protected by the Official Information Privilege, and in order
17 to expedite the flow of information, to facilitate the prompt resolution of disputes
18 over confidentiality of discovery materials, to adequately protect information the
19 parties are entitled to keep confidential, to ensure that the parties are permitted
20 reasonable necessary uses of such material in preparation for and in the conduct of
21 trial, to address their handling at the end of the litigation, and serve the ends of
22 justice, a protective order for such information is justified in this matter. It is the
23 intent of the parties that information will not be designated as confidential for
24 tactical reasons and that nothing be so designated without a good faith belief that
25 it has been maintained in a confidential, non-public manner, and there is good cause
26 why it should not be part of the public record of this case.

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1 **2. DEFINITIONS**

2 2.1 Action: Estate of Villagomez, et al. v. County of Riverside, et
3 al. USDC Case No. 5:23-cv-01196-SVW-AJR.

4 2.2 Challenging Party: a Party or Non-Party that challenges
5 the designation of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
9 Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, House Counsel and Outside Counsel of
5 Record (and their support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **3. SCOPE**

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

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

24 **4. DURATION**

25 Once a case proceeds to trial, all of the court-filed information to be introduced
26 that was previously designated as confidential or maintained pursuant to this
27 protective order becomes public and will be presumptively available to all members
28 of the public, including the press, unless compelling reasons supported by specific

1 factual findings to proceed otherwise are made to the trial judge in advance of the
2 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.
3 2006) (distinguishing “good cause” showing for sealing documents produced in
4 discovery from “compelling reasons” standard when merits-related documents are
5 part of court record). Accordingly, the terms of this protective order do not extend
6 beyond the commencement of the trial.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

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

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

21 (b) for testimony given in depositions that the Designating Party identify
22 the Disclosure or Discovery Material on the record, before the close of the deposition
23 all protected testimony.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants
28

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 et seq.

15 6.3 Burden. The burden of persuasion in any such challenge proceeding
16 shall be on the Designating Party. Frivolous challenges, and those made for an
17 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
18 other parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.

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

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

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

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may
4 be separately bound by the court reporter and may not be disclosed to anyone except
5 as permitted under this Stipulated Protective Order; and

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

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

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL,” that Party must:

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

15 (b) promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the subpoena
17 or order is subject to this Protective Order. Such notification shall include a copy of
18 this Stipulated Protective Order; and

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

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in this
23 action as “CONFIDENTIAL” before a determination by the court from which the
24 subpoena or order issued, unless the Party has obtained the Designating Party’s
25 permission. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this Action
28 to disobey a lawful directive from another court.

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

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

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party’s confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party’s
11 confidential information, then the Party shall: (1) promptly notify in writing the
12 Requesting Party and the Non-Party that some or all of the information requested is
13 subject to a confidentiality agreement with a Non-Party; (2) promptly provide the
14 Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant
15 discovery request(s), and a reasonably specific description of the information
16 requested; and (3) make the information requested available for inspection by the
17 NonParty, if requested.

18 (c) If the Non-Party fails to seek a protective order from this Court within 14
19 days of receiving the notice and accompanying information, the Receiving Party
20 may produce the Non-Party’s confidential information responsive to the discovery
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
22 not produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the Court.
24 Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this Court of its Protected Material.

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

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may not file the
4 information in the public record unless otherwise instructed by the court.

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request
7 by the Designating Party, each Receiving Party must return all Protected Material to
8 the Producing Party or destroy such material. As used in this subdivision, “all
9 Protected Material” includes all copies, abstracts, compilations, summaries, and any
10 other format reproducing or capturing any of the Protected Material. Whether the
11 Protected Material is returned or destroyed, the Receiving Party must submit a
12 written certification to the Producing Party (and, if not the same person or entity, to
13 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
14 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
15 that the Receiving Party has not retained any copies, abstracts, compilations,
16 summaries or any other format reproducing or capturing any of the Protected
17 Material. Notwithstanding this provision, counsel are entitled to retain an archival
18 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
19 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
20 work product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 **14. VIOLATION OF ORDER**

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

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: _November 13, 2023 BURKE, WILLIAMS & SORENSEN, LLP

By: /s/ Caylin W. Jones¹
Nathan A. Oyster
Caylin W. Jones

Attorneys for Defendants
COUNTY OF RIVERSIDE, SHERIFF CHAD
BIANCO, EDWARD DELGADO, JAMES
KRAHMER, and ALYSSA VERNAL

DATED: November 13, 2023 LAW OFFICES OF JOSEPH C. ROSENBILT
LAW OFFICERS OF DENISE TESSIER-
GLUZERMAN

By: /s/ Joseph C. Rosenbilt
Joseph C. Rosenbilt
Denise Tessier-Gluzerman

Attorneys for Plaintiffs,
ESTATE OF YARETH AGUILAR
VILLAGOMEZ, RAYMOND
VILLAGOMEZ, IRIS MENDEZ,
CIANNAH VILLAGOMEZ and
NATHAN VILLAGOMEZ

27 ¹ This filer attests that all other signatories on whose behalf this filing is submitted
28 concur in the filings content and have authorized the filing of this stipulation.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Estate of Villagomez v. County of Riverside, et al. USDC
Case No. 5:23-cv-01196-SVW-AJR. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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ESTATE OF YARETH AGUILAR
VILLAGOMEZ, RAYMOND
VILLAGOMEZ, IRIS MENDEZ,
CIANNAH VILLAGOMEZ AND
NATHAN VILLAGOMEZ,

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EDWARD DELGADO; JAMES
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and DOES 1 through 10, inclusive,

Defendants.

Case No. 5:23-cv-01196-SVW-AJR
~~PROPOSED~~ ORDER
STIPULATED PROTECTIVE
ORDER

Judge: A. Joel Richlin

The Court, having considered the papers, and finding that good cause exists,
the Parties' Stipulated Protective Order is **granted**.

IT IS SO ORDERED.

DATED: November 14, 2023



A. JOEL RICHLIN
UNITED STATES MAGISTRATE JUDGE