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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LINDA DESOUCY, an individual and
as Special Administrator of the Estate
of STEVEN ALAN PUSKAR; JASON
PUSKAR, an individual; and ALAN
PUSKAR, an individual

Plaintiffs,

vs.

COUNTY OF SAN BERNARDINO;
SHANNON D. DICUS, an individual;
ROBERT TROSTLE, an individual,
MICHAEL KEVEN FOLLETT, an
individual and DOES 1 through 10,
inclusive,

Defendants.

Brandon Puskar, an individual, Karen
McIntosh, an individual,

Nominal DEFENDANTS

CASE NO. 5:23-cv-01287-
JGB(MAAx)

**STIPULATED PROTECTIVE
ORDER**

[Discovery Matter] Before
Hon. Maria A. Audero

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1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Stipulated Protective Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the Court to file material under seal.

15
16 **2. GOOD CAUSE STATEMENT**

17 This action is likely to involve law enforcement sensitive information, jail and
18 custody sensitive information, law enforcement personnel information, medical
19 information, third party contact information, and other information for which special
20 protection from public disclosure and from use for any purpose other than
21 prosecution of this action is warranted. Such confidential materials and information
22 consist of, among other things, law enforcement internal investigation reports, and
23 law enforcement personnel records, as well as confidential medical records,
24 (including information implicating privacy rights of third parties), information
25 otherwise generally unavailable to the public, or which may be privileged or
26 otherwise protected from disclosure under state or federal statutes, court rules, case
27 decisions, or common law. Accordingly, to expedite the flow of information, to

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1 facilitate the prompt resolution of disputes over confidentiality of discovery
2 materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of
4 such material in preparation for and in the conduct of trial, to address their handling
5 at the end of the litigation, and to serve the ends of justice, a protective order for
6 such information is justified in this matter. It is the intent of the parties that
7 information will not be designated as confidential for tactical reasons and that
8 nothing be so designated without a good faith belief that it has been maintained in a
9 confidential, non-public manner, and there is good cause why it should not be part
10 of the public record of this case.

11

12 **3. DEFINITIONS**

13 3.1. Action: Linda DeSoucy, et al. v. County of San Bernardino et al., Case
14 No. 5:23-cv-01287-JGB(MAAx).

15 3.2. Challenging Party: A Party or Nonparty that challenges the designation
16 of information or items under this Stipulated Protective Order.

17 3.3. "CONFIDENTIAL" Information or Items: Information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify
19 for protection under Federal Rule of Civil Procedure 26(c), and as
20 specified above in the Good Cause Statement.

21 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
22 their support staff).

23

24 3.5. Designating Party: A Party or Nonparty that designates information or
25 items that it produces in disclosures or in responses to discover
26 "CONFIDENTIAL."

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- 1 3.6 Disclosure or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible
4 things), that is produced or generated in disclosures or responses to
5 discovery in this matter.
- 6 3.7. Expert: A person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this Action.
- 9 3.8. In-House Counsel: Attorneys who are employees of a party to this
10 Action. In-House Counsel does not include Outside Counsel of Record
11 or any other outside counsel.
- 12 3.9. Nonparty: Any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.
- 14 3.10. Outside Counsel of Record: Attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this
16 Action and have appeared in this Action on behalf of that party or are
17 affiliated with a law firm which has appeared on behalf of that party,
18 and includes support staff.
- 19 3.11. Party: Any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, In-House Counsel, and
21 Outside Counsel of Record (and their support staffs).
- 22 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
23 Discovery Material in this Action.
- 24 3.13. Professional Vendors: Persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing
26 exhibits or demonstrations, and organizing, storing, or retrieving data in
27 any form or medium) and their employees and subcontractors.
- 28

1 such designation to specific material that qualifies under the appropriate
2 standards. The Designating Party must designate for protection only those
3 parts of material, documents, items, or oral or written communications that
4 qualify so that other portions of the material, documents, items, or
5 communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Stipulated Protective Order.

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

12 If it comes to a Designating Party's attention that information or items
13 that it designated for protection do not qualify for protection that Designating
14 Party must promptly notify all other Parties that it is withdrawing the
15 inapplicable designation.

16 6.2. Manner and Timing of Designations.

17 Except as otherwise provided in this Stipulated Protective Order (*see*,
18 *e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or
19 Discovery Material that qualifies for protection under this Stipulated
20 Protective Order must be clearly so designated before the material is disclosed
21 or produced.

22 Designation in conformity with this Stipulated Protective Order
23 requires the following:

- 24 (a) For information in documentary form (*e.g.*, paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or
26 trial proceedings), that the Producing Party affix at a minimum, the
27 legend "CONFIDENTIAL" to each page that contains protected
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1 material. If only a portion or portions of the material on a page qualifies
2 for protection, the Producing Party also must clearly identify the
3 protected portion(s) (e.g., by making appropriate markings in the
4 margins).

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

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

22 (c) For information produced in nondocumentary form, and for any other
23 tangible items, that the Producing Party affix in a prominent place on
24 the exterior of the container or containers in which the information is
25 stored the legend “CONFIDENTIAL.” If only a portion or portions of
26 the information warrants protection, the Producing Party, to the extent
27 practicable, shall identify the protected portion(s).

1 6.3. Inadvertent Failure to Designate.

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

8 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 7.1. Timing of Challenges.

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

13 7.2. Meet and Confer.

14 The Challenging Party shall initiate the dispute resolution
15 process, which shall comply with Local Rule 37.1 et seq., and with
16 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic
17 Conference for Discovery Disputes").¹

18 7.3. Burden of Persuasion.

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

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1 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

2 8.1. Basic Principles.

3 A Receiving Party may use Protected Material that is disclosed
4 or produced by another Party or by a Nonparty in connection with this
5 Action only for prosecuting, defending, or attempting to settle this
6 Action. Such Protected Material may be disclosed only to the
7 categories of persons and under the conditions described in this
8 Stipulated Protective Order. When the Action reaches a final
9 disposition, a Receiving Party must comply with the provisions of
10 Section 14 below.

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

14
15 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

16 Unless otherwise ordered by the Court or permitted in writing by
17 the Designating Party, a Receiving Party may disclose any information
18 or item designated “CONFIDENTIAL” only to:

- 19 (a) The Receiving Party’s Outside Counsel of Record, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;
- 22 (b) The officers, directors, and employees (including In-House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this
24 Action;
- 25 (c) Experts of the Receiving Party to whom disclosure is reasonably
26 necessary for this Action and who have signed the “Acknowledgment
27 and Agreement to Be Bound” (Exhibit A);
- 28 (d) The Court and its personnel;

- 1 (e) Court reporters and their staff;
- 2 (f) Professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary or this Action and
- 4 who have signed the “Acknowledgment and Agreement to be Bound”
- 5 (Exhibit A);
- 6 (g) The author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the
- 8 information;
- 9 (h) During their depositions, witnesses, and attorneys for witnesses, in the
- 10 Action to whom disclosure is reasonably necessary provided: (i) the
- 11 deposing party requests that the witness sign the “Acknowledgment and
- 12 Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be
- 13 permitted to keep any confidential information unless they sign the
- 14 “Acknowledgment and Agreement to Be Bound,” unless otherwise
- 15 agreed by the Designating Party or ordered by the Court. Pages of
- 16 transcribed deposition testimony or exhibits to depositions that reveal
- 17 Protected Material may be separately bound by the court reporter and
- 18 may not be disclosed to anyone except as permitted under this
- 19 Stipulated Protective Order; and
- 20 (i) Any mediator or settlement officer, and their supporting personnel,
- 21 mutually agreed upon by any of the parties engaged in settlement
- 22 discussions.

23 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

24 **PRODUCED IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation

26 that compels disclosure of any information or items designated in this Action as

27 “CONFIDENTIAL,” that Party must:

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- 1 (a) Promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;
- 3 (b) Promptly notify in writing the party who caused the subpoena or order
4 to issue in the other litigation that some or all of the material covered
5 by the subpoena or order is subject to this Stipulated Protective Order.
6 Such notification shall include a copy of this Stipulated Protective
7 Order; and
- 8 (c) Cooperate with respect to all reasonable procedures sought to be
9 pursued by the Designating Party whose Protected Material may be
10 affected

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

19 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

21 10.1. Application.

22 The terms of this Stipulated Protective Order are applicable to
23 information produced by a Nonparty in this Action and designated as
24 “CONFIDENTIAL.” Such information produced by Nonparties in
25 connection with this litigation is protected by the remedies and relief
26 provided by this Stipulated Protective Order. Nothing in these
27 provisions should be construed as prohibiting a Nonparty from seeking
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1 additional protections.

2 10.2. Notification.

3 In the event that a Party is required, by a valid discovery request,
4 to produce a Nonparty's confidential information in its possession, and
5 the Party is subject to an agreement with the Nonparty not to produce
6 the Nonparty's confidential information, then the Party shall:

- 7 (a) Promptly notify in writing the Requesting Party and the
8 Nonparty that some or all of the information requested is subject
9 to a confidentiality agreement with a Nonparty;
- 10 (b) Promptly provide the Nonparty with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s),
12 and a reasonably specific description of the information
13 requested; and
- 14 (c) Make the information requested available for inspection by the
15 Nonparty, if requested.

16 10.3. Conditions of Production.

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

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1 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
5 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this
8 Stipulated Protective Order, and (4) request such person or persons to execute the
9 “Acknowledgment and Agreement to be Bound” (Exhibit A).

10 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

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

22 **13. MISCELLANEOUS**

23 13.1. Right to Further Relief.

24 Nothing in this Stipulated Protective Order abridges the right of
25 any person to seek its modification by the Court in the future.

26 13.2. Right to Assert Other Objections.

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1 By stipulating to the entry of this Stipulated Protective Order, no
2 Party waives any right it otherwise would have to object to disclosing
3 or producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any right to
5 object on any ground to use in evidence of any of the material covered
6 by this Stipulated Protective Order.

7 13.3. Filing Protected Material.

8 A Party that seeks to file under seal any Protected Material must
9 comply with Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the
11 specific Protected Material at issue. If a Party's request to file Protected
12 Material under seal is denied by the Court, then the Receiving Party
13 may file the information in the public record unless otherwise
14 instructed by the Court.

15 **14. FINAL DISPOSITION**

16 After the final disposition of this Action, within sixty (60) days of a written
17 request by the Designating Party, each Receiving Party must return all Protected
18 Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
24 (by category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any
27 of the Protected Material. Notwithstanding this provision, Counsel is entitled to
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1 retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing
2 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
3 reports; attorney work product; and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Stipulated Protective Order as
6 set forth in Section 5.

7 **15. VIOLATION**

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

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12

13 DATED: July 2, 2024

LYNBERG & WATKINS
A Professional Corporation

14

15

By: /s/ Amy R. Margolies
SHANNON L. GUSTAFSON
ANITA K. CLARKE
AMY R. MARGOLIES
Attorneys for Defendants,
COUNTY OF SAN BERNARDINO,
AND ROBERT TROSTLE

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19 DATED: July 2, 2024

SKAPIK LAW GROUP

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21

By: /s/ Eric Morris
MARK J. SKAPIK
GERALYN L. SKAPIK
ERIC MORRIS
MATTHEW T. FALKENSTEIN
Attorneys for Plaintiffs,
LINDA DESOUCY and ALAN PUSKAR

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1 DATED: July 2, 2024

CURD, GALINDO & SMITH, LLP

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3

By: */s/ Alexis Galindo*
ALEXIS GALINDO
Attorneys for Cross-Defendant
KAREN MCINTOSH

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6 DATED: July 13, 2024

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8

By: */s/ See Attached Signature*
MICHAEL KEVIN FOLLET
Pro se Defendant

9

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11

All signatories listed, and in whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

12

13

14 DATED: July 23, 2024

LYNBERG & WATKINS
A Professional Corporation

15

16

By: */s/ Amy R. Margolies*
SHANNON L. GUSTAFSON
ANITA K. CLARKE
AMY R. MARGOLIES
Attorneys for Defendants,
COUNTY OF SAN BERNARDINO,
AND ROBERT TROSTLE

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

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Dated: 07/25/24



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Maria A. Audero
United States Magistrate Judge

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1 DATED: July 2, 2024

CURD, GALINDO & SMITH, LLP

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By: /s/ Alexis Galindo
ALEXIS GALINDO
Attorneys for Cross-Defendant
KAREN MCINTOSH

DATED: 6-13-24

By: 
MICHAEL KEVIN FOLLET
Pro se Defendant

All signatories listed, and in whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: 2024

LYNBERG & WATKINS
A Professional Corporation

By: _____
SHANNON L. GUSTAFSON
ANITA K. CLARKE
AMY R. MARGOLIES
Attorneys for Defendants,
COUNTY OF SAN BERNARDINO,
AND ROBERT TROSTLE

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

Dated: _____

Maria A. Audero
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [full name], of [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 Linda DeSoucy, et al. v. County of San Bernardino et al., Case No. 5:23-cv-01287-JGB(MAAx). 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 Stipulated Protective 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 [full name] of [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.

Signature: _____
Printed Name: _____
Date: _____
City and State Where Sworn and Signed: _____