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11 Attorneys for Defendants  
 12 COUNTY OF RIVERSIDE (also  
 13 erroneously sued herein as RIVERSIDE  
 14 COUNTY SHERIFF’S DEPARTMENT),  
 15 JEFFREY ANTHONY VAN  
 16 WAGENEN, JR., SHERIFF CHAD  
 17 BIANCO, and JOSE TRUJILLO  
 18 VILLASENOR

19 UNITED STATES DISTRICT COURT  
 20 CENTRAL DISTRICT OF CALIFORNIA

21 PRESTON MCCORMICK, an  
 22 individual; and EAST WIND AG, a  
 23 California corporation,

24 Plaintiff,

25 v.

26 COUNTY OF RIVERSIDE, a public  
 27 entity; JEFFREY ANTHONY VAN  
 28 WAGENEN, JR., an individual and in  
 his official capacity; RIVERSIDE  
 COUNTY SHERIFF’S  
 DEPARTMENT, a division of a public  
 entity; SHERIFF CHAD BIANCO, an  
 individual and in his official capacity;  
 JOSE-TRUJILLO VILLASENOR, an

Case No. 5:23-cv-02569-SSS-SPx

**STIPULATED PROTECTIVE  
 ORDER; ORDER THEREON**

Magistrate Judge Sheri Pym

1 individual and in his official capacity;  
2 IMPERIAL IRRIGATION DISTRICT,  
3 a public entity; JAMIE L. ASBURY, an  
4 individual and in her official capacity;  
5 and DOES 1 through 150, individually,  
6 jointly and severally,

7  
8 Defendants.

9  
10 A. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,  
12 proprietary, or private information for which special protection from public  
13 disclosure and from use for any purpose other than prosecuting this litigation may  
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
15 enter the following Stipulated Protective Order (the “Order”).

16 The parties acknowledge that this Order does not confer blanket protections  
17 on all disclosures or responses to discovery and that the protection it affords from  
18 public disclosure and use extends only to the limited information or items that are  
19 entitled to confidential treatment under applicable legal principles.

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

25 B. GOOD CAUSE STATEMENT

26 This action relates to the execution of a search warrant by Riverside County  
27 Sheriff’s Department deputies on a property operated by Plaintiffs Preston  
28 McCormick and East Wind AG that such Plaintiffs assert is located on sovereign  
Indian tribal land. The anticipated documents and other relevant material in this  
case includes, but is not limited to, body-worn camera footage, police reports,

1 witness statements, and information about individuals who are not parties to this  
2 litigation.

3 The parties submit that good cause exists to enter into this Order to balance  
4 the County Defendants' concerns that the documents and other relevant material  
5 may consist of police reports and private information concerning the parties to this  
6 litigation, which may be protected by the official information privilege, law  
7 enforcement privilege, and the right to privacy, as protected by the California and  
8 United States Constitution, with the Plaintiff's concerns as to their rights to  
9 unfettered and robust discovery of documents and other relevant information  
10 important to their prosecution of this case in litigation.

11 Accordingly, to expedite the flow of information, to facilitate the prompt  
12 resolution of disputes over confidentiality of discovery materials, to adequately  
13 protect information the parties are entitled to keep confidential, to ensure that the  
14 parties are permitted reasonable necessary uses of such material in preparation for  
15 and in the conduct of trial, to address their handling at the end of the litigation, and  
16 serve the ends of justice, a protective order for such information is justified in this  
17 matter.

18 It is the intent of the parties that documents and other relevant information  
19 will not be designated as confidential pursuant to this Order for tactical reasons or  
20 improper purpose and that nothing be so designated without a good faith belief that  
21 same has been maintained in a confidential, non-public manner, and there is good  
22 cause why it should not be part of the public record in this case.

23 2. DEFINITIONS

24 2.1 Action: this pending federal lawsuit entitled Preston McCormick et al.  
25 v. County of Riverside, et al, case number 5:23-cv-02569-SSS (SPx).

26 2.2 Challenging Party: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.

28 ///

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           2.5    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6    Disclosure or Discovery Material: all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced or  
13 generated in disclosures or responses to discovery in this matter.

14          2.7    Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8    House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9    Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.10 Outside Counsel of Record: attorneys who are not employees of a  
23 party to this Action but are retained to represent or advise a party to this Action and  
24 have appeared in this Action on behalf of that party or are affiliated with a law firm  
25 which has appeared on behalf of that party, and includes support staff.

26          2.11 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation  
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

11           3. SCOPE

12           The protections conferred by this Order cover not only Protected Material (as  
13 defined above), but also (1) any information copied or extracted from Protected  
14 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
15 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
16 that would necessarily reveal Protected Material.

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

19           4. DURATION

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

28           ///

1           5. DESIGNATING PROTECTED MATERIAL

2           5.1 Exercise of Restraint and Care in Designating Material for Protection:

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

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

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

18           5.2 Manner and Timing of Designations. Except as otherwise provided in this  
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23           Designation in conformity with this Order requires:

24           (a) for information in documentary form (e.g., paper or electronic documents,  
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
26 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
27 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
28 portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

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

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

18 (c) for information produced in some form other than documentary and for  
19 any other tangible items, that the Producing Party affix in a prominent place on the  
20 exterior of the container or containers in which the information is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
28 efforts to assure that the material is treated in accordance with the provisions of this

1 Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on  
9 the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the Court rules on the  
15 challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION).

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a



1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

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

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

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

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

1           8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2 PRODUCED IN OTHER LITIGATION

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

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

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

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

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

22           9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
23 PRODUCED IN THIS LITIGATION

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

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

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

8 (2) promptly provide the Non-Party with a copy of this Order, the  
9 relevant discovery request(s), and a reasonably specific description of the  
10 information requested; and

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

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

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or entity that is in any circumstance not authorized  
24 to receive such disclosure pursuant to this Order, the Receiving Party must  
25 immediately: (a) notify in writing the Designating Party of the unauthorized  
26 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
27 Protected Material, (c) inform the person or entity to whom unauthorized disclosures  
28 were made of all the terms and conditions of this Order, and (d) request such person

1 or entity execute the “Acknowledgment and Agreement to Be Bound” that is  
2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
4 OTHERWISE PROTECTED MATERIAL

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

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Order no Party waives any right it otherwise would have to object to disclosing or  
20 producing any information or item on any ground not addressed in this Order.  
21 Similarly, no Party waives any right to object on any ground to the use in evidence  
22 of any of the documents or relevant information covered by this Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party’s request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

1           13.    FINAL DISPOSITION

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

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

23  
24 **IT IS SO ORDERED.**

25 DATED: June 6, 2024

26   
27 \_\_\_\_\_  
28 Magistrate Judge Sheri Pym

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SO STIPULATED.

DATED: \_\_ May 31, 2024

BURKE, WILLIAMS & SORENSEN, LLP

By: Michaela Sozio  
Nathan A. Oyster  
Michaela B. Sozio  
Caylin W. Jones  
Attorneys for Defendants  
COUNTY OF RIVERSIDE, SHERIFF  
CHAD BIANCO, JEFFREY ANTHONY  
VAN WAGENEN, AND JOSE TRUJILLO  
VILLASENOR

DATED: May 31, 2024

MORROW LAW GROUP INC.

By: /s/  
Gregory J. Morrow  
Attorney for Plaintiffs  
PRESTON MCCORMICK AND EAST  
WINDS AG

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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 \_\_\_\_\_ in the case of Preston McCormick et al. v. County of Riverside, et  
al, case number 5:23-cv-02569-SSS (SPx). 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: \_\_\_\_\_