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 13 FLAKES, and CORRECTIONAL
 14 DEPUTY TRAINEE ALAN
 15 RUBALCAVA

16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

18 JOSEPH RAMIREZ,
 19 Plaintiff,

20 v.

21 COUNTY OF RIVERSIDE,
 22 CORRECTIONS ASSISTANT
 23 SHERIFF EDWARD DELGADO;
 24 CORRECTIONS OPERATIONS
 25 CHIEF DEPUTY JAMES
 26 KRACHMER; CORRECTIONS
 27 CAPTAIN SHANNON FLAKES;
 28 CORRECTIONAL DEPUTY M.
 CORREA; CORRECTIONAL
 DEPUTY TRAINEE A.
 RUBALCAVA; and DOES 1-10,
 inclusive,

Defendant.

Case No. 5:24-CV-00402-JGB (SPx)

**STIPULATED PROTECTIVE
 ORDER RE CONFIDENTIAL
 DOCUMENTS**

Complaint Filed: 02/21/2024

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.

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

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve medical records, sensitive and confidential
13 documents related to a death, documents containing private information from third
14 parties, police investigation procedures and tactics, and other confidential and private
15 information for which special protection from public disclosure and from use for any
16 purpose other than prosecution of this action is warranted. Such confidential and
17 proprietary materials and information consist of, among other things, confidential
18 personal information of non-parties, private medical and autopsy records, internal
19 police reviews and procedures, and other confidential and sensitive information
20 otherwise generally unavailable to the public, or which may be privileged or otherwise
21 protected from disclosure under state or federal statutes, court rules, case decisions,
22 or common law. Defendants contend that there is good cause for a protective order to
23 maintain the confidentiality of peace officer personnel records. They emphasize that
24 releasing these records, which include internal analyses and legal communications,
25 could hinder law enforcement investigations.

26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the parties are entitled to keep confidential, to ensure that the

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

8 **2. DEFINITIONS**

9 2.1 Action: this pending federal law suit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
15 Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

28 2.8 House Counsel: attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

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

9 2.11 Party: any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

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

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL.”

20 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 **3. SCOPE**

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

1 Order do *not* cover the following information: (a) any information that is in the public
2 domain at the time of disclosure to a Receiving Party or becomes part of the public
3 domain after its disclosure to a Receiving Party as a result of publication not involving
4 a violation of this Order, including becoming part of the public record through trial or
5 otherwise; and (b) any information known to the Receiving Party prior to the
6 disclosure or obtained by the Receiving Party after the disclosure from a source who
7 obtained the information lawfully and under no obligation of confidentiality to the
8 Designating Party.

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

11 **4. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing, until a court order otherwise directs, or until a given piece of
15 information or material designated as “CONFIDENTIAL” is admitted into evidence
16 at trial. Final disposition shall be deemed to be the later of (1) dismissal of all claims
17 and defenses in this action, with or without prejudice; and (2) final judgment herein
18 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
19 reviews of this action, including the time limits for filing any motions or applications
20 for extension of time pursuant to applicable law.

21 **5. DESIGNATION OF PROTECTED MATERIAL**

22 5.1. Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or non-party that designates information or items for protection
24 under this Stipulation and its associated Order must take care to limit any such
25 designation to specific material that qualifies under the appropriate standards. A
26 Designating Party must take care to designate for protection only those parts of
27 material, documents, items, or oral or written communications that qualify – so that
28 other portions of the material, documents, items or communications for which

1 protection is not warranted are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routine designations are prohibited. Designations that
3 are shown to be clearly unjustified, or that have been made for an improper purpose
4 (e.g., to unnecessarily encumber or retard the case development process, or to impose
5 unnecessary expenses and burdens on other parties), expose the Designating Party to
6 sanctions.

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

10 5.2. Manner and Timing of Designations. Except as otherwise provided in
11 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (apart from transcripts of
16 depositions or other pretrial or trial proceedings, and regardless of whether produced
17 in hardcopy or electronic form), that the Producing Party affix the legend
18 "CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE TERMS AND
19 CONDITIONS OF A PROTECTIVE ORDER, Case No. 5:24-CV-00402-JGB
20 (SPx)" to each page that contains Protected Material. If only a portion or portions of
21 the material on a page qualifies for protection, the Producing Party also must clearly
22 identify the protected portion(s) (e.g., by making appropriate markings in the margins)
23 and must specify, for each portion that it is "CONFIDENTIAL." The placement of
24 such "CONFIDENTIAL" stamp on such page(s) shall not obstruct the substance of
25 the page's (or pages') text or content and shall be in the margin of the document
26 whenever possible.

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing
6 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
7 legend to each page that contains Protected Material. If only a portion or portions of
8 the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

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

14 (c) for information produced in some form other than documentary, and for
15 any other tangible items (including but not limited to information produced on disc or
16 electronic data storage device), that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information or item is stored
18 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
19 protection, the Producing Party, to the extent practicable, shall identify the protected
20 portions, specifying the material as “CONFIDENTIAL.”

21 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
22 though not necessarily, within 30 days of production or disclosure of such material),
23 an inadvertent failure to designate qualified information or items as
24 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
25 secure protection under this Stipulation and its associated Order for such material.

26 If material is appropriately designated as “CONFIDENTIAL” *after* the material
27 was initially produced, the Receiving Party, on timely notification of the designation,
28 must make reasonable efforts to assure that the material is treated in accordance with

1 this Stipulation and its associated 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 purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 or withdrawn the confidentiality designation, all parties shall continue to afford the
13 material in question the level of protection to which it is entitled under the Producing
14 Party's designation until the Court rules on the challenge.

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

16 7.1. Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a non-party in connection with this case
18 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
19 to and including final disposition of the above-entitled action – and not for any other
20 purpose, including any other litigation or dispute outside the scope of this action.
21 Such Protected Material may be disclosed only to the categories of persons and under
22 the conditions described in this Stipulation and its associated Order. When the above
23 entitled litigation has been terminated, a Receiving Party must comply with the
24 provisions of section 13, below (FINAL DISPOSITION).

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

28 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless

1 otherwise ordered by the Court or permitted in writing by the Designating Party, a
2 Receiving Party may disclose any information or item designated CONFIDENTIAL
3 only to:

4 (a) the Receiving Party’s Outside Counsel of record in this action, as well
5 as employees of such Counsel to whom it is reasonably necessary to disclose the
6 information for this litigation;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this litigation – each
9 of whom, by accepting receipt of such Protected Material, thereby agree to be bound
10 by this Stipulation and Order;

11 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
12 to whom disclosure is reasonably necessary for this litigation – each of whom, by
13 accepting receipt of such Protected Material, thereby agree to be bound by this
14 Stipulation and Order;

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

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

20 (g) the author or custodian of a document containing the information that
21 constitutes Protected Material, or other person who otherwise possessed or knew the
22 information;

23 (h) during their depositions, witnesses in the action to whom disclosure is
24 reasonably necessary – each of whom, by accepting receipt of such Protected
25 Material, thereby agree to be bound by this Stipulation and Order. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected
27 Material must have a confidential designation affixed by the court reporter to such
28 pages containing Protected Material and such may not be disclosed to anyone except

1 as permitted under this Stipulation and its Protective Order; and

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

4
5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION.**

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party, preferably (though not
11 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
12 the subpoena or court order at issue;

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

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by all sides in any such situation, while adhering to the terms of this Stipulation and
19 its Order.

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

28 The purpose of this section is to ensure that the affected Party has a meaningful

1 opportunity to preserve its confidentiality interests in the court from which the
2 subpoena or court order issued.

3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

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

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

- 14 (1) promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a
16 confidentiality agreement with a Non-Party;
- 17 (2) promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s),
19 and a reasonably specific description of the information requested;
20 and
- 21 (3) make the information requested available for inspection by the
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party's confidential information responsive to the discovery request.
26 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
27 any information in its possession or control that is subject to the confidentiality
28 agreement with the Non-Party before a determination by the court. Absent a court

1 order to the contrary, the Non-Party shall bear the burden and expense of seeking
2 protection in this court of its Protected Material.

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

4 9.1. Unauthorized Disclosure of Protected Material.

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulation and Order, the Receiving Party must immediately:

8 (a) notify in writing the Designating Party of the unauthorized disclosures;

9 (b) use its best efforts to retrieve all copies of the Protected Material;

10 (c) inform the person or persons to whom unauthorized disclosures were made
11 of all the terms of this Order; and

12 (d) request such person or persons consent to be bound by the Stipulation and
13 Order.

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL.**

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

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific
9 Protected Material at issue. If a Party's request to file Protected Material under seal is
10 denied by the court, then the Receiving Party may file the information in the public
11 record unless otherwise instructed by the court.

12 **13. FINAL DISPOSITION.**

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

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

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

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

7

8 DATED: May 23, 2024

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

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By: /s/ Kayleigh Andersen
Eugene P. Ramirez
Kayleigh A. Andersen
Attorneys for Defendants, COUNTY OF
RIVERSIDE, CAPTAIN SHANNON
FLAKES, and CORRECTIONAL
DEPUTY TRAINEE ALAN
RUBALCAVA

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18 DATED: May 23, 2024

LAW OFFICES OF GRECH AND PACKER

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By: /s/ Trenton Packer
Trenton Packer
Attorneys for Plaintiff, JOSEPH
RAMIREZ

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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 **Joseph Ramirez v. County of Riverside, et al., Case No. 5:24-CV-00402-JGB (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: _____
Signature: _____

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 5, 2024



HON. SHERI PYM
United States Magistrate Judge