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7 Attorneys for Defendants, COUNTY OF
8 RIVERSIDE; RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT;
9 Correctional Deputy R. TORRES;
Correctional Deputy VILLALOBOS;
10 Correctional Deputy M. ELENES;
Correctional Deputy MICHEL;
11 Correctional Deputy ROSE; Correctional
Deputy SULTAN; Correctional Deputy
12 M. ARREOLA; Correctional Deputy
CASTRO

13
14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
16

17 BROOKE EGGER,
18 Plaintiffs,
19 vs.
20 COUNTY OF RIVERSIDE, ET AL.,
21 Defendants.

Case No.: 5:24-cv-1439-SSS-DTB

**STIPULATED PROTECTIVE
ORDER; [~~PROPOSED~~] ORDER**

Action Filed: 06/03/24

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23
24 **TO THE HONORABLE COURT:**

25 By and through their counsel of record in this action, BROOKE EGGER
26 ("Plaintiff"), and Defendants Correctional Deputy R. TORRES, Correctional Deputy
27 VILLALOBOS, Correctional Deputy M. ELENES, Correctional Deputy MICHEL,
28 Correctional Deputy ROSE, Correctional Deputy SULTAN, Correctional Deputy M.

1 ARREOLA, and Correctional Deputy CASTRO ("Defendants") – hereafter,
2 collectively, the parties – hereby stipulate for the purpose of jointly requesting that
3 the honorable Court enter a protective order re confidential documents in this matter,
4 as follows:

5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential,
7 proprietary, or private information for which special protection from public disclosure
8 and from use for any purpose other than prosecuting this litigation may be warranted.
9 Accordingly, the parties hereby stipulate to and petition the Court to enter the
10 following Stipulated Protective Order. The parties acknowledge that this Order does
11 not confer blanket protections on all disclosures or responses to discovery and that
12 the protection it affords from public disclosure and use extends only to the limited
13 information or items that are entitled to confidential treatment under the applicable
14 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
15 that this Stipulated Protective Order does not entitle them to file confidential
16 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
17 followed and the standards that will be applied when a party seeks permission from
18 the court to file material under seal.

19 B. GOOD CAUSE STATEMENT

20 Defendants contend that peace officers have a federal privilege of privacy in
21 their personnel file records: a reasonable expectation of privacy therein that is
22 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
23 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
24 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-
25 13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
26 discovery disputes involving federal claims,” the “state privilege law which is
27 consistent with its federal equivalent significantly assists in applying [federal]
28 privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613

1 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights
2 [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code
3 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that
4 uncontrolled disclosure of such personnel file information can threaten the safety of
5 non-party witnesses, officers, and their families/associates.

6 Second, Defendants contend that municipalities and law enforcement agencies
7 have federal deliberative-executive process privilege, federal official information
8 privilege, federal law enforcement privilege, and attorney-client privilege (and/or
9 attorney work product protection). Defendants further contend that personnel file
10 records are restricted from disclosure by the public entity’s custodian of records
11 pursuant to applicable California law and that uncontrolled release is likely to result in
12 needless intrusion of officer privacy; impairment in the collection of third-party
13 witness information and statements and related legitimate law enforcement
14 investigations/interests; and a chilling of open and honest discussion regarding and/or
15 investigation into alleged misconduct that can erode a public entity’s ability to identify
16 and/or implement any remedial measures that may be required.

17 In light of the nature of the claims and allegations in this case and the parties’
18 representations that discovery in this case will involve the production of confidential
19 records, and in order to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately protect
21 information the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in connection with this action, to
23 address their handling of such material at the end of the litigation, and to serve the ends
24 of justice, a protective order for such information is justified in this matter. The parties
25 shall not designate any information/documents as confidential without a good faith
26 belief that such information/documents have been maintained in a confidential, non-
27 public manner, and that there is good cause or a compelling reason why it should not
28 be part of the public record of this case.

- 1 2. DEFINITIONS.
- 2 2.1 Action: The above-captioned federal lawsuit.
- 3 2.2 Challenging Party: a Party or Non-Party that challenges the designation
- 4 of information or items under this Order.
- 5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
- 6 how it is generated, stored or maintained) or tangible things that qualify for protection
- 7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
- 8 Statement.
- 9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
- 10 support staff).
- 11 2.5 Designating Party: a Party or Non-Party that designates information or
- 12 items that it produces in disclosures or in responses to discovery as
- 13 “CONFIDENTIAL.”
- 14 2.6 Disclosure or Discovery Material: all items or information, regardless of
- 15 the medium or manner in which it is generated, stored, or maintained (including, among
- 16 other things, testimony, transcripts, and tangible things), that are produced or generated
- 17 in disclosures, responses to discovery, deposition testimony, document productions,
- 18 and exchange of electronically stored information (“ESI”) in the Action.
- 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 an
- 21 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, including support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 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) and
11 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 Protected
18 Material (as defined above), but also (1) any information copied or extracted from
19 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
20 Material; and (3) any testimony, conversations, or presentations by Parties or their
21 Counsel that might reveal Protected Material.

22 Any use of Protected Material during a court hearing or at trial shall be governed
23 by the orders of the presiding judge. This Order does not govern the use of Protected
24 Material during a court hearing or at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
28 in writing or a court order otherwise directs. Final disposition shall be deemed to be

1 the later of (1) dismissal of all claims and defenses in this Action, with or without
2 prejudice; and (2) final judgment herein after the completion and exhaustion of all
3 appeals, rehearings, remands, trials, or reviews of this Action, including the time
4 limits for filing any motions or applications for extension of time pursuant to
5 applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

28 Designation in conformity with this Order requires:

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

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

19 (b) for testimony given in depositions that the Designating Party identifies on
20 the record, before the close of the deposition as protected testimony.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party’s right to secure protection under this Order for such material.
2 Upon timely correction of a designation, the Receiving Party must make reasonable
3 efforts to assure that the material is treated in accordance with the provisions of this
4 Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court’s Scheduling
8 Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 et seq.

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

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a Receiving
24 Party must comply with the 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 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
5 well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

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

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

12 (d) the court and its personnel;

13 (e) court reporters and deposition videographers and their staff;

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

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

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided:

21 (1) the deposing party requests that the witness sign the form attached as
22 Exhibit 1 hereto; and

23 (2) they will not be permitted to keep any confidential information unless
24 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
25 otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected
27 Material may be separately bound by the court reporter and may not be disclosed to
28 anyone except as permitted under this Stipulated Protective Order; and

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

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
4 OTHER LITIGATION

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

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

10 (b) promptly notify in writing the party who caused the subpoena or order to
11 issue in the other litigation that some or all of the material covered by the subpoena or
12 order is subject to this Protective Order, including a copy of this Stipulated Protective
13 Order; and

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

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

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

26 (a) The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL.” Such information
28 produced by Non-Parties in connection with this litigation is protected by the remedies

1 and relief provided by this Order. Nothing in these provisions should be construed
2 as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,
2 and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

16 12. MISCELLANEOUS

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

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

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

1 record unless otherwise instructed by the court.

2 13. FINAL DISPOSITION

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

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

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
4

5 DATED: September 24, 2024

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

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7
8 By: /s/ Kayleigh Andersen
9 Eugene P. Ramirez
10 Kayleigh Andersen
11 Attorneys for Defendants, COUNTY OF
12 RIVERSIDE, et al.

13 DATED: September 24, 2024

GLICKMAN & GLICKMAN,
A LAW CORPORATION

14
15
16 By: /s/ Nicole E. Hoikka
17 Steven C. Glickman
18 Nicole E. Hoikka
19 Attorneys for Plaintiff
20 BROOKE EGGER
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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 EGGER v. COUNTY OF
RIVERSIDE, et al., Case No. 5:24-cv-01439-SSS-DTB. 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:

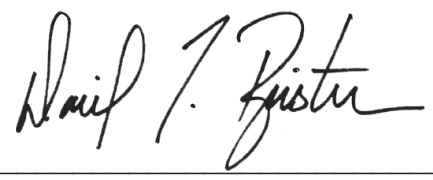
Printed name: _____

Signature: _____

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



DATED: September 25, 2024

Honorable David T. Bristow
United States Magistrate Judge