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7 Attorneys for Plaintiffs,  
 8 ESTATE OF JESS FLORES, by and through successors in interest, M.F., R.F., and  
 9 S.F.; M.F., a minor, by and through Guardian Ad Litem, Justine Flores; R.F., a minor,  
 10 by and through Guardian Ad Litem, Justine Flores; S.F., a minor, by and through  
 11 Guardian Ad Litem, Lydia Arzola; JESS R. FLORES, JR., individually; and  
 12 DEBORAH ANN JACOBS, individually

10 **UNITED STATES DISTRICT COURT**  
 11 **THE CENTRAL DISTRICT OF CALIFORNIA**

13 ESTATE OF JESS FLORES, by and )  
 14 through successors in interest, M.F., )  
 15 R.F., and S.F.; M.F., a minor, by and )  
 16 through Guardian Ad Litem, Justine )  
 17 Flores; R.F., a minor, by and through )  
 18 Guardian Ad Litem, Justine Flores; )  
 19 S.F., a minor, by and through Guardian )  
 20 Ad Litem, Lydia Arzola; JESS R. )  
 21 FLORES, JR., individually; and )  
 22 DEBORAH ANN JACOBS, )  
 23 individually,

**CASE NO. 5:24-cv-01933-KK-SHK**  
*[Assigned to the Hon. Kenly Kiya Kato,*  
*District Judge; Referred to the Hon. Shashi*  
*H. Kewalramani, Magistrate Judge]*

**STIPULATED PROTECTIVE ORDER**

Plaintiffs,

v.

20 COUNTY OF RIVERSIDE, a public )  
 21 entity; RIVERSIDE COUNTY )  
 22 SHERIFF'S DEPARTMENT; )  
 23 SHERIFF CHAD BIANCO, in his )  
 24 individual and official capacities; )  
 25 EDWARD DELGADO; JAMES )  
 26 KRACHMER; DAVID HOLM; DOES )  
 27 1 through 10, individually, jointly and )  
 28 severally,

Defendants.

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

15           **B. GOOD CAUSE STATEMENT**

16           Plaintiffs and the individual Defendants may produce certain documents in this  
17      case that contain personal medical, employment or financial information. Such  
18      information may implicate the privacy interests of the party and are properly  
19      protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v.*  
20      *Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express  
21      purposes the protection of a ‘party or person from annoyance, embarrassment,  
22      oppression or undue burden or expense.’ Although the Rule contains no specific  
23      reference to privacy or to other rights or interests that may be implicated, such matters  
24      are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*,  
25      162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be protected  
26      through a “carefully crafted protective order.”).

27           In light of the nature of the claims and allegations in this case and the parties’  
28      representations that discovery in this case will involve the production of confidential  
    records, including but not limited to sensitive operational documents (including  
    investigative records) and/or confidential employment/personnel records and

1 information of individually named Defendants and/or other employees of the County,  
2 as well as Mr. Jess Flores' medical and mental health information, pre-incident  
3 treatment records containing private and sensitive information pertaining to Mr.  
4 Flores, and private and sensitive documents referencing past criminal history as it  
5 relates to the claims and defenses in this action. The disclosure of the foregoing  
6 information to non-parties or others would be harmful to the parties' interests,  
7 including Plaintiffs. Therefore, this information must be protected. The parties shall  
8 not designate any information/documents as confidential without a good faith belief  
9 that such information/documents have been maintained in a confidential, non-public  
10 manner, and that there is good cause or a compelling reason why it should not be part  
11 of the public record of this case.

## 12 **2. DEFINITIONS**

13 2.1 Action: This pending federal law suit, *Estate of Jess Flores, et al. v.*  
14 *County of Riverside, et al.*; Case No. 5:24-cv-01933-KK-SHK.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
18 how it is generated, stored, or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
20 Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 "CONFIDENTIAL."

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or  
generated in disclosures or responses to discovery in this matter.

1           2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8    House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9    Non-Party: any natural person, partnership, corporation, association, or  
8 other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, including support staff.

13          2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18          2.13 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22          2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
25 from a Producing Party.

26    3.    SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

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

6 **4. DURATION**

7 Once a case proceeds to trial, all of the information that was designated as  
8 confidential or maintained pursuant to this protective order becomes public and will  
9 be presumptively available to all members of the public, including the press, unless  
10 compelling reasons supported by specific factual findings to proceed otherwise are  
11 made to the trial judge in advance of the trial. See Kamakana v. City and County of  
12 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
13 showing for sealing documents produced in discovery from “compelling reasons”  
14 standard when merits-related documents are part of court record). Accordingly, the  
15 terms of this protective order do not extend beyond the commencement of the trial.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each Party or Non-Party that designates information or items for protection under  
19 this Order must take care to limit any such designation to specific material that  
20 qualifies under the appropriate standards. The Designating Party must designate for  
21 protection only those parts of material, documents, items, or oral or written  
22 communications that qualify so that other portions of the material, documents, items,  
23 or communications for which protection is not warranted are not swept unjustifiably  
24 within the ambit of this Order.

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

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the protected  
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for  
18 inspection need not designate them for protection until after the inspecting Party has  
19 indicated which documents it would like copied and produced. During the inspection  
20 and before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
22 it wants copied and produced, the Producing Party must determine which documents,  
23 or portions thereof, qualify for protection under this Order. Then, before producing  
24 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
25 legend" to each page that contains Protected Material. If only a portion or portions of  
26 the material on a page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings in the  
28 margins). Markings added to documents pursuant to this paragraph shall not obscure  
the content or text of the documents produced.

1 (b) for testimony given in depositions that the Designating Party identify  
2 the Disclosure or Discovery Material on the record, before the close of the deposition  
3 all protected testimony. The court reporter must affix to each such transcript page  
4 containing Protected Material the “CONFIDENTIAL legend”, as instructed by the  
5 Designating Party.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

18 5.4 Privilege Log

19 If a party withholds information that is responsive to a discovery request by  
20 claiming that it is privileged or otherwise protected from discovery, that party shall  
21 promptly prepare and provide a privilege log that is sufficiently detailed and  
22 informative for the opposing party to assess whether a document's designation as  
23 privileged is justified. *See* Fed. R. Civ. P. 26(b)(5). The privilege log shall set forth  
24 the privilege relied upon and specify separately for each document or for each category  
25 of similarly situated documents:

- 26 (a) the title and description of the document, including number of pages  
27 or Bates- number range;  
28 (b) the subject matter addressed in the document;  
(c) the identity and position of its author(s);

- 1 (d) the identity and position of all addressees and recipients;
- 2 (e) the date the document was prepared and, if different, the date(s) on
- 3 which it was sent to or shared with persons other than its author(s); and
- 4 (f) the specific basis for the claim that the document is privileged and
- 5 protected.

6 Communications involving counsel that post-date the filing of the complaint  
7 need not be placed on a privilege log.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court’s  
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
13 resolution process under Civil Local Rule 37-1 et seq.

14 6.3 Failing to Meet and Confer

15 Failing informal resolution between parties, the Designating Party may file and  
16 serve a Motion for a Protective Order with the Court strictly pursuant to Local Rule  
17 37, including the Joint Stipulation Procedure. The parties agree that if the Motion for  
18 Protective Order is filed within 21 days of the written challenge (subject to extension  
19 upon agreement of the Parties), the Material will retain its original designation until  
20 the Court rules on the Motion for a Protective Order. If the Designating Party does  
21 not file a motion within the 21-day period following a challenge, the material is no  
22 longer designated as CONFIDENTIAL INFORMATION for purposes of this  
23 Stipulation, but that change in designation does not bar the Producing Party from  
24 subsequently filing a motion for a protective order.

25 6.4 Burden of Persuasion

26 The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose  
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
2 or withdrawn the confidentiality designation, all parties shall continue to afford the  
3 material in question the level of protection to which it is entitled under the  
4 Producing Party’s designation until the Court rules on the challenge.

5 6.5 Withdrawal of “CONFIDENTIAL” Designation.

6 At its discretion, a Designating Party may remove Protected Material from some or  
7 all of the protections and provisions of this Stipulated Protective Order at any time by  
8 any of the following methods:

9 (a) Express Written Withdrawal. A Designating Party may withdraw a  
10 “CONFIDENTIAL” designation made to any specified Protected Material from some  
11 or all of the protections of this Stipulated Protective Order by an express withdrawal in  
12 writing signed by the Designating Party or Designating Party’s counsel (but not  
13 including staff of such counsel) that specifies and itemizes the Disclosure or Discovery  
14 Material previously designated as Protected Material that shall not longer be subject to  
15 some or all of the provisions of this Stipulated Protective Order. Such express  
16 withdrawal shall be effective when transmitted or served upon the Receiving Party. If  
17 a Designating Party is withdrawing Protected Material from only some of the  
18 provisions/protections of this Stipulated Protective Order, the Designating Party must  
19 state which specific provisions are no longer to be enforced as to the specified material  
20 for which confidentiality protection hereunder is withdrawn: otherwise, such  
21 withdrawal shall be construed as a withdrawal of such material from all of the  
22 protections/provisions of this Stipulated Protective Order;

23 (b) Express Withdrawal on the Record. A Designating Party may withdraw  
24 a “CONFIDENTIAL” designation made to any specified Protected Material from all  
25 of the provisions/protections of this Stipulated Protective Order by verbally consenting  
26 in court proceedings on the record to such withdrawal – provided that such withdrawal  
27 specifies the Disclosure or Discovery Material previously designated as Protected  
28

1 Material shall no longer be subject to any of the provisions of this Stipulation and  
2 Order;

3 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A  
4 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”  
5 designation made to any specified Protected Material from all of the  
6 provisions/protections of this Stipulated Protective Order by either (1) making such  
7 Protected Material part of the public record – including but not limited to attaching  
8 such as exhibits to any filing with the court without moving, prior to such filing, for  
9 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s  
10 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

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

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of Section 13 below (FINAL  
18 DISPOSITION).

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

22 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 “CONFIDENTIAL” only to:

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

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

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

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

23 **8. 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:

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

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

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

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

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

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

22 (b) In the event that a Party is required, by a valid discovery request, to  
23 produce a Non-Party’s confidential information in its possession, and the Party is  
24 subject to an agreement with the Non-Party not to produce the Non-Party’s  
25 confidential information, then the Party shall:

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

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

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

6 (c) If the Non-Party fails to seek a protective order from this Court within  
7 14 days of receiving the notice and accompanying information, the Receiving Party  
8 may produce the Non-Party's confidential information responsive to the discovery  
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
10 not produce any information in its possession or control that is subject to the  
11 confidentiality agreement with the Non-Party before a determination by the Court.  
12 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
13 of seeking protection in this Court of its Protected Material.

14 ///

15 ///

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

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
18 Protected Material to any person or in any circumstance not authorized under this  
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
22 persons to whom unauthorized disclosures were made of all the terms of this Order,  
23 and (d) request such person or persons to execute the "Acknowledgment and  
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,  
the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
2 may be established in an e-discovery order that provides for production without prior  
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
4 parties reach an agreement on the effect of disclosure of a communication or  
5 information covered by the attorney-client privilege or work product protection, the  
6 parties may incorporate their agreement in the stipulated protective order submitted  
7 to the Court.

8 **12. MISCELLANEOUS**

9 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
10 to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order, no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in this  
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
19 Protected Material at issue. If a Party's request to file Protected Material under seal  
20 is denied by the court, then the Receiving Party may file the information in the public  
21 record unless otherwise instructed by the court.

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within 60  
24 days of a written request by the Designating Party, each Receiving Party must return  
25 all Protected Material to the Producing Party or destroy such material. As used in  
26 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected  
28 Material. Whether the Protected Material is returned or destroyed, the Receiving  
Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
2 (by category, where appropriate) all the Protected Material that was returned or  
3 destroyed; and (2) affirms that the Receiving Party has not retained any copies,  
4 abstracts, compilations, summaries, or any other format reproducing or capturing any  
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
8 reports, attorney work product, and consultant and expert work product, even if such  
9 materials contain Protected Material. Any such archival copies that contain or  
10 constitute Protected Material remain subject to this Protective Order as set forth in  
11 Section 4 (DURATION).

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

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16  
17 Dated: March 10, 2025

GASTÉLUM LAW, APC

18  
19 By: /s/Denisse O. Gastélum

Denisse O. Gastélum, Esq.

Selene Estrada-Villela, Esq.

Attorneys for Plaintiffs,

21 ESTATE OF JESS FLORES, by and through  
22 successors in interest, M.F., R.F., and S.F.; M.F., a  
23 minor, by and through Guardian Ad Litem, Justine  
24 Flores; R.F., a minor, by and through Guardian Ad  
25 Litem, Justine Flores; S.F., a minor, by and through  
26 Guardian Ad Litem, Lydia Arzola; JESS R.  
27 FLORES, JR., individually; and DEBORAH ANN  
28 JACOBS, individually

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Dated: March 10, 2025

LAW OFFICES OF CHRISTIAN CONTRERAS  
A Professional Law Corporation

By: /s/ Christian Contreras  
Christian Contreras, Esq.  
Attorneys for Plaintiffs,  
ESTATE OF JESS FLORES, by and through  
successors in interest, M.F., R.F., and S.F.; M.F., a  
minor, by and through Guardian Ad Litem, Justine  
Flores; R.F., a minor, by and through Guardian Ad  
Litem, Justine Flores; S.F., a minor, by and through  
Guardian Ad Litem, Lydia Arzola; JESS R.  
FLORES, JR., individually; and DEBORAH ANN  
JACOBS, individually

Dated: March 10, 2025

KJAR, MCKENNA & STOCKALPER, LLP

By: /s/ Chaena Dade  
Patrick E. Stockalper  
Molshree Gupta  
Chaena Dade  
Attorneys for Defendants,  
COUNTY OF RIVERSIDE, RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT,  
SHERIFF CHAD BIANCO, EDWARD DELGADO,  
JAMES KRACHMER,  
DAVID HOLM

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 03/11/2025



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Honorable Shashi H. Kewalramani  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
6 I have read in its entirety and understand the Stipulated Protective Order that was  
7 issued by the United States District Court for the Central District of California on  
8 [date] in the case of *Estate of Jess Flores, et al. v. County of Riverside, et al.*; **Case**  
9 **No. 5:24-cv-01933-KK-SHK**. I agree to comply with and to be bound by all the  
10 terms of this Stipulated Protective Order, and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any information  
13 or item that is subject to this Stipulated Protective Order to any person or entity except  
14 in strict compliance with the provisions of this Order.

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

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_

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