

1 ARNOLDO CASILLAS, ESQ., SBN 158519
 2 DENISSE O. GASTÉLUM, ESQ., SBN 282771
 3 **CASILLAS & ASSOCIATES**
 4 3777 Long Beach Blvd., Third Floor
 5 Long Beach, CA 90807
 6 Tel: (562) 203-3030
 7 Fax: (323) 297-2833
 8 Email: acasillas@casillaslegal.com
 9 dgastelum@casillaslegal.com

10 Attorneys for Plaintiffs, ESTATE OF THO XUAN NGO, by and through successors
 11 in interest, Linh Dang, Shantel Dang, Kayla Dang, and Taylor Dang; LING DANG,
 12 individually; SHANTEL DANG, individually; KAYLA DANG, individually; and
 13 TAYLOR DANG, individually

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

16	ESTATE OF THO XUAN NGO, by and)	CASE NO. 8:21-cv-00707 JVS ADSx
17	through successors in interest, Linh)	<i>[Assigned to the Hon. James V. Selna,</i>
18	Dang, Shantel Dang, Kayla Dang, and)	<i>Crtrm. 10C]</i>
19	Taylor Dang; LINH DANG,)	
20	individually; SHANTEL DANG,)	STIPULATED PROTECTIVE
21	individually; KAYLA DANG,)	ORDER
22	individually; and TAYLOR DANG,)	
23	individually,)	
24	Plaintiffs,)	Complaint: April 16, 2021
25	vs.)	Trial: None Set
26	CITY OF WESTMINSTER;)	
27	WESTMINSTER POLICE)	
28	DEPARTMENT; and DOES 1 to 10,)	
	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 disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or
9 items that are entitled to confidential treatment under the applicable legal principles.
10 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal

14 B. GOOD CAUSE STATEMENT

15 Good cause exists for entry of this order. As Plaintiffs are seeking and
16 Defendants may produce, among other things, third party private and confidential
17 information; portions of the personnel files of the deputy personnel involved in the
18 subject incident, which contains confidential information, and information the City of
19 Westminster regards as official information; performance evaluations, work
20 schedules/logs and rosters, and training records for the involved deputy personnel;
21 administrative investigation files, including but not limited to Detective and Crime
22 Scene Investigator(s) materials, Internal Affairs materials which contain incident
23 reports, witness statements, and other sensitive materials which the City of
24 Westminster believes need special protection from public disclosure.

25 The documents identified in this Protective Order, which Defendants believe in
26 good faith constitute or embody confidential information which the City of
27 Westminster maintains as strictly confidential and are otherwise generally
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1 unavailable to the public, or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common law,
3 are therefore entitled to heightened protection from disclosure. Accordingly, to
4 expedite the flow of information, to facilitate the prompt resolution of disputes over
5 confidentiality of discovery materials, to adequately protect information the parties are
6 entitled to keep confidential, to ensure that the parties are permitted reasonable
7 necessary uses of such material in preparation for and in the conduct of trial, to address
8 their handling at the end of the litigation, and serve the ends of justice, a protective
9 order for such information is justified in this matter. It is the intent of the parties that
10 information will not be designated as confidential for tactical reasons and that nothing
11 be so designated without a good faith belief that it has been maintained in a
12 confidential, non-public manner, and there is good cause why it should not be part of
13 the public record of this case.

14 2. DEFINITIONS

15 2.1 Action: This pending federal law suit.

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

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

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

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

1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
14 this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 board, departments, divisions, employees, consultants, retained experts, and Outside
19 Counsel of Record (and their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
25 their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”
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1 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only Protected
5 Material (as defined above), but also (1) any information copied or extracted from
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; and (3) any testimony, conversations, or presentations by Parties or their
8 Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the trial
10 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 otherwise
14 in writing or a court order otherwise directs. Final disposition shall be deemed to be
15 the later of (1) dismissal of all claims and defenses in this Action, with or without
16 prejudice; and (2) final judgment herein after the completion and exhaustion of all
17 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
18 for filing any motions or applications for extension of time pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents,
13 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
14 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
15 “CONFIDENTIAL legend”), to each page that contains protected material. The legend
16 must not obstruct a Party’s ability to view the contents of that document. If only a
17 portion or portions of the material on a page qualifies for protection, the Producing
18 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
19 markings in the margins).

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

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

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

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

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s Scheduling
21 Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
25 be on the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
27 may expose the Challenging Party to sanctions. Unless the Designating Party has
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1 waived or withdrawn the confidentiality designation, all parties shall continue to afford
2 the material in question the level of protection to which it is entitled under the
3 Producing Party’s designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
17 only to:

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

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

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

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

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

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

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the “Acknowledgment and Agreement to Be Bound” form
9 attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential
10 information unless they sign the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material may be separately bound by the court reporter and may not be
14 disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

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

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

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issues in the other litigation that some or all of the material covered by the subpoena or
26 order is subject to this Protective Order. Such notification shall include a copy of this
27 Stipulated Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

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

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

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

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
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1 (3) make the information requested available for inspection by the
2 Non-Party, if requested.

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL.

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

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
14 only be filed under seal pursuant to a court order authorizing the sealing of the specific
15 Protected Material at issue. If a Party's request to file Protected Material under seal is
16 denied by the court, then the Receiving Party may file the information in the public
17 record unless otherwise instructed by the court.

18 13. FINAL DISPOSITION.

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

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

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13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14
15 Dated: July 2, 2021

CASILLAS & ASSOCIATES

16
17 By: /s/ Arnaldo Casillas

18 ARNOLDO CASILLAS

19 Attorneys for Plaintiffs,

20 ESTATE OF THO XUAN NGO, LINH DANG,

21 SHANTEL DANG, KAYLA DANG, and

TAYLOR DANG

22 DATED: July 2, 2021

FERGUSON, PRAET & SHERMAN APC

23
24 By: /s/ Daniel S. Cha

DANIEL S. CHA

25 Attorneys for Defendants

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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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Dated: July 14, 2021

/s/ Autumn D. Spaeth
Hon. Autumn D. Spaeth
U.S. Magistrate Judge
United States District Court

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I have
5 read in its entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on _____ in the
7 case of *Shantel Dang et al v. City of Westminster et al.*, Case No. 8:21-cv-00707 JVS ADSx.
8 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order
9 and I understand and acknowledge that failure to so comply could expose me to sanctions
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any
12 person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Central District of California for the purpose of enforcing the terms of this Stipulated
15 Protective Order, even if such enforcement proceedings occur after termination of this
16 action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

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26 Signature: _____