

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

**Donald Rubio v. County of Los Angeles, a municipal entity; and Does  
1-10, inclusive.**

Rubio v. County of Los Angeles · No. 2:24-cv-04978-AB-PVCx · Decided December 17, 2025

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OPINION

Donald Rubio v. County of Los Angeles, a municipal entity; and Does 1-10, inclusive.

PER CURIAM.

1 2 3 4 5 6 7

UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

9 10 DONALD RUBIO Case No. 2:24-cv-04978-AB-PVCx 11 Plaintiff,

12 STIPULATED PROTECTIVE

vs. ORDER 13

COUNTY OF LOS ANGELES, a

14 municipal entity; and DOES 1-10, inclusive. 15 Defendants. 16 17 18

19 1. INTRODUCTION

20 1.1 PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential, 22 proprietary, or  
private information for which special protection from public 23 disclosure and from use for any  
purpose other than prosecuting this litigation may 24 be warranted. Accordingly, the parties  
hereby stipulate to and petition the Court to 25 enter the following Stipulated Protective Order.  
The parties acknowledge that this 26 Order does not confer blanket protections on all disclosures  
or responses to 27 discovery and that the protection it affords from public disclosure and use  
extends 1 under the applicable legal principles. The parties further acknowledge, as set forth 2 in  
Section 12.3, below, that this Stipulated Protective Order does not entitle them to 3 file  
confidential information under seal; Civil Local Rule 79-5 sets forth the 4 procedures that must be  
followed and the standards that will be applied when a party 5 seeks permission from the court to  
file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 The materials at issue, include but are not limited to, peace officer's personnel 8 file, discipline  
records and other confidential records protected by the Pitchess 9 Doctrine. See Penal Code  
Sections 832.7 and 832.8, and Evidence Code Sections 10 1043 and 1045. Any disclosure of these  
records requires a protective order 11 considering the sensitive nature of these materials. 12

## 13 2. DEFINITIONS

14 2.1 Action: Donald Rubio v. County of Los Angeles 15 2.2 Challenging Party: a Party or Non-Party that challenges the 16 designation 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 20 the 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, 1 among other things, testimony, transcripts, and tangible things), that are produced or 2 generated in disclosures or responses to discovery in this matter. 3 2.7 Expert: a person with specialized knowledge or experience in a matter 4 pertinent to the litigation who has been retained by a Party or its counsel to serve as 5 an expert witness or as a consultant in this Action. 6 2.8 House Counsel: attorneys who are employees of a party to this Action. 7 House Counsel does not include Outside Counsel of Record or any other outside 8 counsel. 9 2.9 Non-Party: any natural person, partnership, corporation, association, or 10 other legal entity not named as a Party to this action. 11 2.10 Outside Counsel of Record: attorneys who are not employees of a 12 party to this Action but are retained to represent or advise a party to this Action and 13 have appeared in this Action on behalf of that party or are affiliated with a law firm 14 which has appeared on behalf of that party, and includes support staff. 15 2.11 Party: any party to this Action, including all of its officers, directors, 16 employees, consultants, retained experts, and Outside Counsel of Record (and their 17 support staffs). 18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 19 Discovery Material in this Action. 20 2.13 Professional Vendors: persons or entities that provide litigation 21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or 22 demonstrations, and organizing, storing, or retrieving data in any form or medium) 23 and their employees and subcontractors. 24 2.14 Protected Material: any Disclosure or Discovery Material that is 25 designated as “CONFIDENTIAL.” 26 2.15 Receiving Party: a Party that receives Disclosure or Discovery 27 Material from a Producing Party.

## 1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only 3 Protected Material (as defined above), but also (1) any information copied or 4 extracted from Protected Material; (2) all copies, excerpts, summaries, or 5 compilations of Protected Material; and (3) any testimony, conversations, or 6 presentations by Parties or their Counsel that might reveal Protected Material. 7 Any use of Protected Material at trial will be governed by the orders of the 8 trial judge. This Order does not govern the use of Protected Material at trial. 9

#### 10 4. DURATION

11 The parties anticipate that the jury trial on this case will take from 10 to 14 12 days. Once a case proceeds to trial, all of the information that was designated as 13 confidential or maintained pursuant to this protective order becomes public and will 14 be presumptively available to all members of the public, including the press, unless 15 compelling reasons supported by specific factual findings to proceed otherwise are 16 made to the trial judge in advance of the trial. See *Kamakana v. City and County of* 17 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 18 showing for sealing documents produced in discovery from “compelling reasons” 19 standard when merits-related documents are part of court record). Accordingly, the 20 terms of this protective order do not extend beyond the commencement of the trial. 21

#### 22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. 24 Each Party or Non-Party that designates information or items for protection under 25 this Order must take care to limit any such designation to specific material that 26 qualifies under the appropriate standards. The Designating Party must designate for 27 protection only those parts of material, documents, items, or oral or written 1 items, or communications for which protection is not warranted are not swept 2 unjustifiably within the ambit of this Order. 3 Mass, indiscriminate, or routinized designations are prohibited. Designations 4 that are shown to be clearly unjustified or that have been made for an improper 5 purpose (e.g., to unnecessarily encumber the case development process or to impose 6 unnecessary expenses and burdens on other parties) may expose the Designating 7 Party to sanctions. 8 If it comes to a Designating Party’s attention that information or items that it 9 designated for protection do not qualify for protection, that Designating Party must 10 promptly notify all other Parties that it is withdrawing the inapplicable designation. 11 5.2 Manner and Timing of Designations. Except as otherwise provided in 12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 14 under this Order must be clearly so designated before the material is disclosed or 15 produced. 16 Designation in conformity with this Order requires: 17 (a) for information in documentary form (e.g., paper or electronic documents, 18 but excluding transcripts of depositions or other pretrial or trial proceedings), that 19 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter 20 “CONFIDENTIAL legend”), to each page that contains protected material. If only a 21 portion or portions of the material on a page qualifies for protection, the Producing 22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate 23 markings in the margins). 24 A Party or Non-Party that makes original documents available for 25 inspection need not designate them for protection until after the inspecting Party has 26 indicated which documents it would like copied and produced. During the 27 inspection and before the designation, all of the material made available for 1 identified the documents it wants copied and produced, the Producing Party must 2

determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

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

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

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

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the

Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to: (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action; (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); (d) the Court and its personnel; (e) court reporters and their staff; (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

### IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must: (a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order; (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action

21 to disobey a lawful directive from another court. 22

#### 23 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE

#### 24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a 26 Non-Party in this  
Action and designated as "CONFIDENTIAL." Such information 27 produced by Non-Parties in  
connection with this litigation is protected by the 1 remedies and relief provided by this Order.  
Nothing in these provisions should be 2 construed 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 6 confidential information, then the  
Party will: 7 (1) promptly notify in writing the Requesting Party and the Non-Party 8 that some or  
all of the information requested is subject to a confidentiality 9 agreement with a Non-Party; 10  
(2) promptly provide the Non-Party with a copy of the Stipulated 11 Protective Order in this  
Action, the relevant discovery request(s), and a reasonably 12 specific description of the  
information requested; and 13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested. 15 (c) If the Non-Party fails to seek a protective order from this court  
within 16 14 days of receiving the notice and accompanying information, the Receiving Party 17  
may produce the Non-Party's confidential information responsive to the discovery 18 request. If  
the Non-Party timely seeks a protective order, the Receiving Party will 19 not produce any  
information in its possession or control that is subject to the 20 confidentiality agreement with the  
Non-Party before a determination by the court. 21 Absent a court order to the contrary, the Non-  
Party will bear the burden and expense 22 of seeking protection in this court of its Protected  
Material. 23

#### 24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 26 Protected  
Material to any person or in any circumstance not authorized under this 27 Stipulated Protective  
Order, the Receiving Party must immediately (a) notify in 1 to retrieve all unauthorized copies of  
the Protected Material, (c) inform the person or 2 persons to whom unauthorized disclosures were  
made of all the terms of this Order, 3 and (d) request such person or persons to execute the  
"Acknowledgment and 4 Agreement to Be Bound" that is attached hereto as Exhibit A. 5

#### 6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

#### 7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain 9 inadvertently produced  
material is subject to a claim of privilege or other protection, 10 the obligations of the Receiving  
Parties are those set forth in Federal Rule of Civil

11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever

12 procedure may be established in an e-discovery order that provides for production 13 without  
prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and 14 (e), insofar as the

parties reach an agreement on the effect of disclosure of a 15 communication or information covered by the attorney-client privilege or work 16 product protection, the parties may incorporate their agreement in the stipulated 17 protective order submitted to the court. 18

## 19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 21 person to seek its modification by the Court in the future. 22 12.2 Right to Assert Other Objections. By stipulating to the entry of this 23 Protective Order no Party waives any right it otherwise would have to object to 24 disclosing or producing any information or item on any ground not addressed in this 25 Stipulated Protective Order. Similarly, no Party waives any right to object on any 26 ground to use in evidence of any of the material covered by this Protective Order. 27 12.3 Filing Protected Material. A Party that seeks to file under seal any 1 only be filed under seal pursuant to a court order authorizing the sealing of the 2 specific Protected Material at issue. If a Party's request to file Protected Material 3 under seal is denied by the court, then the Receiving Party may file the information 4 in the public record unless otherwise instructed by the court. 5

## 6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 60 8 days of a written request by the Designating Party, each Receiving Party must return 9 all Protected Material to the Producing Party or destroy such material. As used in 10 this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 11 summaries, and any other format reproducing or capturing any of the Protected 12 Material. Whether the Protected Material is returned or destroyed, the Receiving 13 Party must submit a written certification to the Producing Party (and, if not the same 14 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 15 (by category, where appropriate) all the Protected Material that was returned or 16 destroyed and (2) affirms that the Receiving Party has not retained any copies, 17 abstracts, compilations, summaries or any other format reproducing or capturing any 18 of the Protected Material. Notwithstanding this provision, Counsel are entitled to 19 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 21 reports, attorney work product, and consultant and expert work product, even if such 22 materials contain Protected Material. Any such archival copies that contain or 23 constitute Protected Material remain subject to this Protective Order as set forth in

24 Section 4 (DURATION).

25 26 27 1 || 14. Any willful violation of this Order may be punished by civil or criminal 2 || contempt proceedings, financial or evidentiary sanctions, reference to disciplinary 3 || authorities, or other appropriate action at the discretion of the Court. 4

5 || FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO

6 || ORDERED. 7

9 || DATED: December 17, 2025 United States Magistrate Judge 11 12 13 14 15 16 17 18 19 20 21

22 23 24 25 26 27 28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, \_\_\_\_\_ [full name], of \_\_\_\_\_ 5 [full address],  
declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated  
Protective Order that was issued by the United States 7 District Court for the Central District of  
California on [date] in the case of 8 \_\_\_\_\_ [insert case name and number]. I agree to  
comply with and to be 9 bound by all the terms of this Stipulated Protective Order and I  
understand and 10 acknowledge that failure to so comply could expose me to sanctions and  
punishment 11 in the nature of contempt. I solemnly promise that I will not disclose in any  
manner 12 any information or item that is subject to this Stipulated Protective Order to any 13  
person or entity except in strict compliance with the provisions of this Order. 14 I further agree to  
submit to the jurisdiction of the United States District Court 15 for the Central District of  
California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if  
such enforcement proceedings occur after 17 termination of this action. I hereby appoint  
\_\_\_\_\_ [full 18 name] of  
\_\_\_\_\_ [full address and 19 telephone number] as my  
California agent for service of process in connection with 20 this action or any proceedings related  
to enforcement of this Stipulated Protective 21 Order. 22 Date:  
\_\_\_\_\_ 23 City and State where signed:  
\_\_\_\_\_ 24 25 Printed name:  
\_\_\_\_\_ 26 27 Signature:  
\_\_\_\_\_