

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**David Sanchez Banaga v. State of California, by and through
California Highway Patrol, and Does 1-10, inclusive**

Banaga v. State of California · No. 5:24-cv-02681-SSS-DTB · Decided May 21, 2025

OPINION

David Sanchez Banaga v. California Highway Patrol

PER CURIAM.

1 2 3

UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

5 6 7 DAVID SANCHEZ BANAGA, Case No.: 5:24-cv-02681-SSS-DTB 8 Plaintiff, [Honorable
District Judge, Sunshine 9 v. Suzanne Sykes, Magistrate Judge, David T. Bristow] 10 STATE OF
CALIFORNIA, by and through CALIFORNIA HIGHWAY STIPULATED 11 PATROL, and
DOES 1-10, inclusive, PROTECTIVE ORDER 12 Defendant. DISCOVERY MATTER 13 14

1. PURPOSES AND LIMITATIONS

15 Disclosure and discovery activity in this action are likely to involve production 16 of
confidential, proprietary, or private information for which special protection from 17 public
disclosure and from use for any purpose other than prosecuting this litigation 18 may be
warranted. Accordingly, the parties hereby stipulate to and petition the court 19 to enter the
following Stipulated Protective Order. The parties acknowledge that this 20 Order does not confer
blanket protections on all disclosures or responses to discovery 21 and that the protection it
affords from public disclosure and use extends only to the 22 limited information or items that are
entitled to confidential treatment under the 23 applicable legal principles. The parties further
acknowledge, as set forth in Section 24 13.3, below, that this Stipulated Protective Order does not
entitle them to file 25 confidential information under seal; Civil Local Rule 141 sets forth the
procedures 26 that must be followed and the standards that will be applied when a party seeks 27
permission from the court to file material under seal.

1 2. GOOD CAUSE STATEMENT

2 Pursuant to Federal Rule of Civil Procedure 26(c), the Court recognizes that 3 pre-trial
discovery in this case is likely to include the production of information 4 and/or documents that
are confidential and/or privileged including the production of 5 information and/or documents
which the Court agrees includes: (1) Personal data, 6 including but not limited to social security
numbers and similar sensitive identifying 7 information, marital status, family members,

educational and employment history, 8 home addresses, or similar information; (2) Medical and/or mental health history; 9 and (3) Medical Reports and Photographs. See *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033 (9th Cir. 1990); see also *Kerr v. United States Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Further, the 12 Court recognizes that discovery may require the production of certain law 13 enforcement records, policies, and procedures not available to the public and the 14 public disclosure of which could comprise officer safety, raise security issues, 15 and/or impede investigations. 16 Public disclosure of such material may pose a substantial risk of 17 embarrassment, oppression and/or physical harm to the individuals whose 18 Confidential Information is disclosed. Accordingly, good cause exists for entry of this 19 Protective Order to facilitate pre-trial disclosure while assuring the safety of these 20 sensitive disclosures. See Fed. R. Civ. Proc. 26(c).

21 3. DEFINITIONS

22 3.1 Action: this pending federal lawsuit. 23 3.2 Challenging Party: a Party that challenges the designation of 24 information or items under this Order. 25 3.3 “CONFIDENTIAL” Information or Items: information (regardless of 26 how it is generated, stored or maintained) or tangible things that qualify for protection 27 under Federal Rule of Civil Procedure 26(c). 1 Counsel (as well as their support staff). 2 3.5 Designating Party: a Party or Non-Party that designates information or 3 items that it produces in disclosures or in responses to discovery as

4 “CONFIDENTIAL.”

5 3.6 Disclosure or Discovery Material: all items or information, regardless of 6 the medium or manner in which it is generated, stored, or maintained (including, 7 among other things, testimony, transcripts, and tangible things), that are produced or 8 generated in disclosures or responses to discovery in this matter. 9 3.7 Expert: a person with specialized knowledge or experience in a matter 10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 11 expert witness or as a consultant in this action. 12 3.8 House Counsel: attorneys who are employees of a party to this action. 13 House Counsel does not include Outside Counsel of Record or any other outside 14 counsel. 15 3.9 Non-Party: any natural person, partnership, corporation, association, or 16 other legal entity not named as a Party to this action. 17 3.10 Outside Counsel of Record: attorneys who are not employees of a party 18 to this action but are retained to represent or advise a party to this action and have 19 appeared in this action on behalf of that party or are affiliated with a law firm which 20 has appeared on behalf of that party. 21 3.11 Party: any party to this action, including all of its officers, directors, 22 employees, consultants, retained experts, and Outside Counsel of Record (and their 23 support staffs). 24 3.12 Producing Party: a Party or Non-Party that produces Disclosure or 25 Discovery Material in this action. 26 3.13 Professional Vendors: persons or entities that provide litigation support 27 services (e.g., photocopying, videotaping, translating, preparing exhibits or 1 and their employees and subcontractors. 2 3.14 Protected Material: any Disclosure or Discovery Material that is 3 designated as “CONFIDENTIAL.” 4 3.15 Receiving Party: a Party that receives Disclosure or

Discovery Material 5 from a Producing Party.

6 4. SCOPE

7 The protections conferred by this Stipulation and Order cover not only 8 Protected Material (as defined above), but also (1) any information copied or extracted 9 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 10 Protected Material; and (3) any testimony, conversations, or presentations by Parties 11 or their Counsel that might reveal Protected Material. However, the protections 12 conferred by this Stipulation and Order do not cover the following information: (a) 13 any information that is in the public domain at the time of disclosure to a Receiving 14 Party or becomes part of the public domain after its disclosure to a Receiving Party as 15 a result of publication not involving a violation of this Order, including becoming part 16 of the public record through trial or otherwise; and (b) any information known to the 17 Receiving Party prior to the disclosure or obtained by the Receiving Party after the 18 disclosure from a source who obtained the information lawfully and under no 19 obligation of confidentiality to the Designating Party. Any use of Protected Material at 20 trial shall be governed by a separate agreement or order. 21

5. DURATION

22 Once a case proceeds to trial, all the information and documents used during 23 trial that was designated as confidential or maintained under this Order becomes 24 public and will be presumptively available to all members of the public, including the 25 press, unless the trial judge finds compelling reasons to proceed otherwise. See 26 *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) 27 (distinguishing “good cause” showing for sealing documents produced in discovery 1 from “compelling reasons” needed for merits-related documents). Accordingly, the 2 terms of this Order do not extend beyond the beginning of trial. 3 Even after final disposition of this litigation, the confidentiality obligations 4 imposed by this Order shall remain in effect until a Designating Party agrees 5 otherwise in writing or a court order otherwise directs. Final disposition shall be 6 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or 7 without prejudice; and (2) final judgment herein after the completion and exhaustion 8 of all appeals, rehearings, remands, trials, or reviews of this action, including the time 9 limits for filing any motions or applications for extension of time pursuant to 10 applicable law.

11 6. DESIGNATING PROTECTED MATERIAL

12 6.1 Exercise of Restraint and Care in Designating Material for Protection. 13 Each Party or Non-Party that designates information or items for protection 14 under this Order must take care to limit any such designation to specific material that 15 qualifies under the appropriate standards. The Designating Party must designate for 16 protection only those parts of material, documents, items, or oral or written 17 communications that qualify – so that other portions of the material, documents, 18 items, or communications for which protection is not warranted are not swept 19 unjustifiably within the ambit of this Order. 20 Mass, indiscriminate, or routinized designations

are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation. 1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. 5 Designation in conformity with this Order requires: 6 (a) For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" 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). 12 A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must 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). 24 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony. 27 (c) for information produced in some form other than documentary 1 on the exterior of the container or containers in which the information or item is stored 2 the legend "CONFIDENTIAL." If only a portion or portions of the information or 3 item warrant protection, the Producing Party, to the extent practicable, shall identify 4 the protected portion(s). For electronically stored and transmitted files, the 5 Designating Party must include in the file name the "Confidential" designation. Any 6 party reproducing electronically stored and transmitted materials (e.g., printing copies) 7 not already designated "Confidential" shall label the material "Confidential" before 8 using or transmitting the material. 9 6.3 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. 12 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 14 Order.

15 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 7.1 Timing of Challenges. Any Party may challenge a designation of 17 confidentiality at any time. Unless a prompt challenge to a Designating Party's 18 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, 19 unnecessary economic burdens, or a significant disruption or delay of the litigation, a 20 Party does not waive its right to challenge a confidentiality designation by electing not 21 to mount a challenge promptly after the original designation is disclosed. 22 7.2 Meet and Confer. The Challenging Party shall initiate the dispute 23 resolution process by providing written notice of each designation it is challenging 24 and describing the basis for each challenge. To avoid ambiguity as to whether a 25 challenge has been made, the written notice must recite that the challenge to 26 confidentiality is being made in accordance with this specific paragraph of the 27 Protective Order. The parties shall attempt to resolve each challenge in good faith and 1 of communication are not sufficient) within 14 days of the date of service of notice. In 2 conferring, the Challenging Party must explain the basis for its belief that the 3 confidentiality designation was not proper and must give the Designating Party an 4 opportunity to review the designated material, to reconsider the circumstances, and, if 5 no change in designation is offered, to explain the basis for the chosen designation. A 6 Challenging Party may proceed to the next stage of the challenge process only if it has 7 engaged in this meet and confer process first or establishes that the Designating Party 8 is unwilling to participate in the meet and confer process in a timely manner.

9 8. ACCESS TO AND USE OF PROTECTED MATERIAL

10 8.1 Basic Principles. A Receiving Party may use Protected Material that is 11 disclosed or produced by another Party or by a Non-Party in connection with this case 12 only for prosecuting, defending, or attempting to settle this litigation. Such Protected 13 Material may be disclosed only to the categories of persons and under the conditions 14 described in this Order. When the litigation has been terminated, a Receiving Party 15 must comply with the provisions of section 14 below (FINAL DISPOSITION). 16 Protected Material must be stored and maintained by a Receiving Party at a 17 location and in a secure manner that ensures that access is limited to the persons 18 authorized under this Order. 19 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 20 otherwise ordered by the court or permitted in writing by the Designating Party, a 21 Receiving Party may disclose any information or item designated "CONFIDENTIAL" 22 only to: 23 (a) the Receiving Party's Outside Counsel of Record in this action, as well 24 as employees of said Outside Counsel of Record to whom it is reasonably necessary 25 to disclose the information for this litigation and who have signed the 26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit 27 A; 1 Receiving Party to whom disclosure is reasonably necessary for this litigation and 2 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 3 (c) Experts (as defined in this Order) of the Receiving Party to whom 4 disclosure is reasonably necessary for this litigation 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, professional jury or trial consultants, 8 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary 9 for this litigation and who have signed the “Acknowledgment and Agreement to Be 10 Bound” (Exhibit A); 11 (f) during their depositions, witnesses in the action to whom disclosure is 12 reasonably necessary and who have signed the “Acknowledgment and Agreement to 13 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered 14 by the court. Pages of transcribed deposition testimony or exhibits to depositions 15 that reveal Protected Material must be separately bound by the court reporter and 16 may not be disclosed to anyone except as permitted under this Stipulated Protective 17 Order. 18 (g) the author or recipient of a document containing the information or a 19 custodian or other person who otherwise possessed or knew the information. 20 (h) any mediator or settlement officer, and their supporting personnel, 21 mutually agreed upon by any of the parties engaged in settlement discussions.

22 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation 25 that compels disclosure of any information or items designated in this action as 26 “CONFIDENTIAL,” that Party must: 27 (a) promptly notify in writing the Designating Party. Such notification 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 3 subpoena or order is subject to this Protective Order. Such notification shall include 4 a copy of 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 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 16 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 confidential information, then the Party shall: (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement; (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and (3) make the information requested available for inspection by the Non-Party. (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

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PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain 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

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

may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future. 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

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 13.3 Filing Protected Material. Without written permission from the 17 Designating Party or a court order secured after appropriate notice to all interested 18 persons, a Party may not file in the public record in this action any Protected Material. 19 A Party that seeks to file under seal any Protected Material must comply with Civil 20 Local Rule 141. Protected Material may only be filed under seal pursuant to a court 21 order authorizing the sealing of the specific Protected Material at issue. Pursuant to 22 Civil Local Rule 141, a sealing order will issue only upon a request establishing that 23 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise 24 entitled to protection under the law. If a Receiving Party's request to file Protected 25 Material under seal pursuant to Civil Local Rule 141(b) is denied by the court, then 26 the Receiving Party may file the information in the public record pursuant to Civil 27 Local Rule 141(e)(1) unless otherwise instructed by the court.

1 14. FINAL DISPOSITION

2 Within 90 days after the final disposition of this action, as defined in

3 paragraph 5, upon written notification served by Producing or Designating Party, 4 each Receiving Party must return all Protected Material to the Producing Party or 5 destroy such material. As used in this subdivision, "all Protected Material" includes 6 all copies, abstracts, compilations, summaries, and any other format reproducing or 7 capturing any of the Protected Material. Whether the Protected Material is returned 8 or destroyed, the Receiving Party must submit a written certification to the 9 Producing Party (and, if not the same person or entity, to the Designating Party) by 10 the 90 day deadline that (1) identifies (by category, where appropriate) all the 11 Protected Material that was returned or destroyed and (2) affirms that the Receiving 12 Party has not retained any copies, abstracts, compilations, summaries or any other 13 format reproducing or capturing any of the Protected Material. Notwithstanding this 14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion 15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, 16 deposition and trial exhibits, expert reports, attorney work product, and consultant 17 and expert work product, even if such materials contain Protected Material. Any 18 such archival copies that contain or constitute Protected Material remain subject to 19 this Protective Order as set forth in Section 5 (DURATION). 20 21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 22

23 DATED: May 21, 2025 GRECH, PACKER, & HANKS

24 By: /s/ Trenton C. Packer 25 Trenton C. Packer, Esq. Attorneys for Plaintiff DAVID SANCHEZ 26

BANAGA

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1 DATED: May 21, 2025 ROB BONTA

Attorney General of California

2 CATHERINE WOODBRIDGE

3 Supervising Deputy Attorney General 4 By: /s/ Amie Bears 5 Amie Bears, Esq. Deputy Attorney
General 6 Attorneys for Defendant 4 California Highway Patrol 8 PURSUANT TO
STIPULATION, IT IS SO ORDERED. 9

10 May 21, 2025

DATED: .

11 HON BLEDAVID T. BRISTOW

United States District Magistrate Judge 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 I, _____ [print or type full name], of 4
_____ [print or type full address], declare under penalty of 5 perjury
that I have read in its entirety and understand the Stipulated Protective Order 6 that was issued by
the United States District Court for the Central District of 7 California on
_____ [date] in the case of Sanchez Banaga v. State of 8 California, by and
through California Highway Patrol, et al., Case No. 5:24-cv-02681- 9 SSS-DTB. I agree to
comply with and to be bound by all the terms of this Stipulated 10 Protective Order and I
understand and acknowledge that failure to so comply could 11 expose me to sanctions and
punishment in the nature of contempt. I solemnly promise 12 that I will not disclose in any
manner any information or item that is subject to this 13 Stipulated Protective Order to any person
or entity except in strict compliance with the 14 provisions of this Order. 15 I further agree to
submit to the jurisdiction of the United States District Court for the 16 Central District of
California for the purpose of enforcing the terms of this Stipulated 17 Protective Order, even if
such enforcement proceedings occur after termination of this 18 action. 19 I hereby appoint
_____ [print or type full name] of 20
_____ [print or type full address and 21 telephone
number] as my California agent for service of process in connection with 22 this action or any
proceedings related to enforcement of this Stipulated Protective 23 Order. 24 Date:
_____ 25 City and State where sworn and signed:
_____ 26 Printed name: _____

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