

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Adam Cardenas, Francisco Gonzales, and Emmanuel Villagra v. City
of Alhambra, Sergeant Vega, Officer Yau, and Doe Officers 1-10**

Cardenas v. City of Alhambra · No. 2:25-cv-05348-FMO-AJR · Decided September 11, 2025

OPINION

Adam Cardenas v. City of Alhambra

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN DIVISION

11 12 ADAM CARDENAS, FRANCISCO, Case No. 2:25-cv-05348-FMO-AJR 13 GONZALES,
and EMMANUEL

VILLAGRA, [PROPOSED] STIPULATED

14 PROTECTIVE ORDER

15 Plaintiffs, v. 16

CITY OF ALHAMBRA,

17 SERGEANT VEGA, OFFICER YAU,

AND DOE OFFICERS 1-10,

18 Defendants. 19

20 1. GENERAL

21 1.1 Purposes and Limitations. Discovery in this action is likely to involve 22 production of
confidential, proprietary, or private information for which special 23 protection from public
disclosure and from use for any purpose other than prosecuting 24 this litigation may be
warranted. Accordingly, the parties hereby stipulate to and 25 petition the Court to enter the
following Stipulated Protective Order. The parties 26 acknowledge that this Order does not confer
blanket protections on all disclosures or 27 responses to discovery and that the protection it
affords from public disclosure and 28 use extends only to the limited information or items that are
entitled to confidential 1 treatment under the applicable legal principles. The parties further
acknowledge, as 2 set forth in Section 12.3, below, that this Stipulated Protective Order does not
entitle 3 them to 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 8 This action
involves Plaintiffs ADAM CARDENAS, FRANCISCO, 9 GONZALES, and EMMANUEL

VILLAGRA (collectively “Plaintiffs”) and CITY

10 OF ALHAMBRA, SERGEANT MARK VEGA and CORPORAL NORMAN YAU

11 (collectively “Officer Defendants”). Plaintiffs are seeking materials and information 12 the City of Alhambra (“City”) maintains as confidential, such officer body worn video 13 recordings, audio recordings and materials, personnel records and other 14 administrative materials and information currently in the possession of the City which 15 Defendants believe need special protection from public disclosure and from use for 16 any purpose other than prosecuting this litigation. 17 Defendants assert that the confidentiality of the materials and information 18 sought by Plaintiff is recognized by California and federal law, as evidenced inter alia 19 by California Penal Code section 832.7 and *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). The City has not 21 publicly released the materials and information referenced above. These materials 22 and information are of the type that have been used to initiate disciplinary action 23 against APD officers and have been used as evidence in disciplinary proceedings 24 where the officers’ conduct was considered to be contrary to APD policy. 25 Defendants contend that absent a protective order delineating the 26 responsibilities of nondisclosure on the part of the parties hereto, there is a specific 27 risk of unnecessary and undue disclosure by one or more of the many attorneys, 28 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well 1 as the corollary risk of embarrassment, harassment as well as professional, physical 2 and legal harm on the part of the APD officers referenced in the materials and 3 information. 4 Defendants also contend that the unfettered disclosure of the materials and 5 information, absent a protective order, would allow the media to share this 6 information with potential jurors in the area, impacting the rights of the Defendants 7 herein to receive a fair trial. 8 Accordingly, to expedite the flow of information, to facilitate the prompt 9 resolution of disputes over confidentiality of discovery materials, to adequately 10 protect information the parties are entitled to keep confidential, to ensure that the 11 parties are permitted reasonable necessary uses of such material in preparation for and 12 in the conduct of trial, to address their handling at the end of the litigation, and serve 13 the ends of justice, a protective order for such information is justified in this matter. 14 It is the intent of the parties that information will not be designated as confidential for 15 tactical reasons and that nothing be so designated without a good faith belief that it 16 has been maintained in a confidential, non-public manner, and there is good cause 17 why it should not be part of the public record of this case. This also includes (1) any 18 information copied or extracted from the Confidential information; (2) copies, 19 excerpts, summaries or compilations of Confidential information; and (3) any 20 testimony, conversations, or presentations that might reveal Confidential information. 21

22 2. DEFINITIONS

23 2.1 Action: this pending federal lawsuit. 24 2.2 Challenging Party: a Party or Non-Party that challenges the designation 25 of information or items under this Order. 26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 27 how it is generated,

stored or maintained) or tangible things that qualify for protection 28 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 1 Cause Statement. This also includes (1) any information copied or extracted from the 2 Confidential information; (2) copies, excerpts, summaries or compilations of 3 Confidential information; and (3) any testimony, conversations, or presentations that 4 might reveal Confidential information. 5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 6 support staff). 7 2.5 Designating Party: a Party or Non-Party that designates information or 8 items that it produces in disclosures or in responses to discovery as

9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless 11 of the medium or manner in which it is generated, stored, or maintained (including, 12 among other things, testimony, transcripts, and tangible things), that are produced or 13 generated in disclosures or responses to discovery in this matter. 14 2.7 Expert: a person with specialized knowledge or experience in a matter 15 pertinent to the litigation who has been retained by a Party or its counsel to serve as 16 an expert witness or as a consultant in this Action. 17 2.8 House Counsel: attorneys who are employees of a party to this Action. 18 House Counsel does not include Outside Counsel of Record or any other outside 19 counsel. 20 2.9 Non-Party: any natural person, partnership, corporation, association, or 21 other legal entity not named as a Party to this action. 22 2.10 Outside Counsel of Record: attorneys who are not employees of a party 23 to this Action but are retained to represent or advise a party to this Action and have 24 appeared in this Action on behalf of that party or are affiliated with a law firm that 25 has appeared on behalf of that party, including support staff. 26 2.11 Party: any party to this Action, including all of its officers, directors, 27 employees, consultants, retained experts, and Outside Counsel of Record (and their 28 support staffs). 1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 2 Discovery Material in this Action. 3 2.13 Professional Vendors: persons or entities that provide litigation support 4 services (e.g., photocopying, videotaping, translating, preparing exhibits or 5 demonstrations, and organizing, storing, or retrieving data in any form or medium) 6 and their employees and subcontractors. 7 2.14 Protected Material: any Disclosure or Discovery Material that is 8 designated as “CONFIDENTIAL.” 9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 10 from a Producing Party. 11

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only 14 Protected Material (as defined above), but also (1) any information copied or extracted 15 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 16 Protected Material; and (3) any testimony, conversations, or presentations by Parties 17 or their Counsel that might reveal Protected Material. 18 Any use of Protected Material at trial shall be governed by the orders of the 19 trial judge. This Order does not govern the use of Protected Material at trial. 20

21 4. DURATION

22 Once a case proceeds to trial, all of the court-filed information to be introduced 23 that was previously designated as confidential or maintained pursuant to this 24 protective order becomes public and will be presumptively available to all members 25 of the public, including the press, unless compelling reasons supported by specific 26 factual findings to proceed otherwise are made to the trial judge in advance of the 27 trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 28 2006) (distinguishing “good cause” showing for sealing documents produced in 1 discovery from “compelling reasons” standard when merits-related documents are 2 part of court record). Accordingly, the terms of this protective order do not extend 3 beyond the commencement of the trial. 4

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. 7 Each Party or Non-Party that designates information or items for protection under this 8 Order must take care to limit any such designation to specific material that qualifies 9 under the appropriate standards. The Designating Party must designate for protection 10 only those parts of material, documents, items, or oral or written communications that 11 qualify so that other portions of the material, documents, items, or communications 12 for which protection is not warranted are not swept unjustifiably within the ambit of 13 this Order. 14 Mass, indiscriminate, or routinized designations are prohibited. Designations 15 that are shown to be clearly unjustified or that have been made for an improper 16 purpose (e.g., to unnecessarily encumber the case development process or to impose 17 unnecessary expenses and burdens on other parties) may expose the Designating Party 18 to sanctions. 19 If it comes to a Designating Party’s attention that information or items that it 20 designated for protection do not qualify for protection, that Designating Party must 21 promptly notify all other Parties that it is withdrawing the inapplicable designation. 22 5.2 Manner and Timing of Designations. Except as otherwise provided in 23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 25 under this Order must be clearly so designated before the material is disclosed or 26 produced. 27 Designation in conformity with this Order requires: 28 /// 1 (a) for information in documentary form (e.g., paper or electronic 2 documents, but excluding transcripts of depositions or other pretrial or trial 3 proceedings), that the Producing Party affix, at a minimum, the legend 4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that 5 contains protected material. If only a portion or portions of the material on a page 6 qualifies for protection, the Producing Party also must clearly identify the protected 7 portion(s) (e.g., by making appropriate markings in the margins). 8 A Party or Non-Party that makes original documents available for inspection 9 need not designate them for protection until after the inspecting Party has indicated 10 which documents it would like copied and produced. During the inspection and 11 before the designation, all of the material made available for inspection shall be 12 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents 13 it wants copied and produced, the Producing Party must determine

which documents, 14 or portions thereof, qualify for protection under this Order. Then, before producing 15 the specified documents, the Producing Party must affix the “CONFIDENTIAL 16 legend” to each page that contains Protected Material. If only a portion or portions 17 of the material on a page qualifies for protection, the Producing Party also must clearly 18 identify the protected portion(s) (e.g., by making appropriate markings in the 19 margins). 20 (b) for testimony given in depositions that the Designating Party identify 21 the Disclosure or Discovery Material on the record, before the close of the deposition. 22 (c) for information produced in some form other than documentary and 23 for any other tangible items, that the Producing Party affix in a prominent place on 24 the exterior of the container or containers in which the information is stored the legend 25 “CONFIDENTIAL.” If only a portion or portions of the information warrants 26 protection, the Producing Party, to the extent practicable, shall identify the protected 27 portion(s). 28 /// 1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 2 failure to designate qualified information or items does not, standing alone, waive the 3 Designating Party’s right to secure protection under this Order for such material. 4 Upon timely correction of a designation, the Receiving Party must make reasonable 5 efforts to assure that the material is treated in accordance with the provisions of this 6 Order. 7

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 Local Rule 37-1, et seq. Any discovery motion must strictly 14 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 15 6.3 Burden. The burden of persuasion in any such challenge proceeding 16 shall be on the Designating Party. Frivolous challenges, and those made for an 17 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on 18 other parties) may expose the Challenging Party to sanctions. Unless the Designating 19 Party has waived or withdrawn the confidentiality designation, all parties shall 20 continue to afford the material in question the level of protection to which it is entitled 21 under the Producing Party’s designation until the Court rules on the challenge. 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 28 ///

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is 3 disclosed or produced by another Party or by a Non-Party in connection with this 4 Action only for prosecuting, defending, or attempting to settle this Action. Such 5 Protected Material may be disclosed only to the categories of persons and under the 6 conditions described in this Order. When the Action has been terminated, a Receiving 7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 8 Protected Material must be stored and maintained by a Receiving Party at a 9 location and in a secure manner that ensures that access is limited to the persons 10 authorized under this Order. 11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 12 otherwise ordered by the Court or permitted in writing by the Designating Party,

a 13 Receiving Party may disclose any information or item designated 14 “CONFIDENTIAL” only to: 15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 16 well as employees of said Outside Counsel of Record to whom it is reasonably 17 necessary to disclose the information for this Action; 18 (b) the officers, directors, and employees (including House Counsel) of 19 the Receiving Party to whom disclosure is reasonably necessary for this Action; 20 (c) Experts (as defined in this Order) of the Receiving Party to whom 21 disclosure is reasonably necessary for this Action and who have signed the 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 23 (d) the Court and its personnel; 24 (e) court reporters and their staff; 25 (f) professional jury or trial consultants, mock jurors, and Professional 26 Vendors to whom disclosure is reasonably necessary for this Action and who have 27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 28 /// 1 (g) the author or recipient of a document containing the information or 2 a custodian or other person who otherwise possessed or knew the information; 3 (h) during their depositions, witnesses, and attorneys for witnesses, in 4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 6 will not be permitted to keep any confidential information unless they sign the 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 8 agreed by the Designating Party or ordered by the Court. Pages of transcribed 9 deposition testimony or exhibits to depositions that reveal Protected Material may be 10 separately bound by the court reporter and may not be disclosed to anyone except as 11 permitted under this Stipulated Protective Order; and 12 (i) any mediator or settlement officer, and their supporting personnel, 13 mutually agreed upon by any of the parties engaged in settlement discussions. 14

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

16 PRODUCED IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation 18 that compels disclosure of any information or items designated in this Action as 19 “CONFIDENTIAL,” that Party must: 20 (a) promptly notify in writing the Designating Party. Such notification shall 21 include a copy of the subpoena or court order; 22 (b) promptly notify in writing the party who caused the subpoena or order to 23 issue in the other litigation that some or all of the material covered by the subpoena 24 or order is subject to this Protective Order. Such notification shall include a copy of 25 this Stipulated Protective Order; and 26 (c) cooperate with respect to all reasonable procedures sought to be pursued 27 by the Designating Party whose Protected Material may be affected. 28 1 If the Designating Party timely seeks a protective order, the Party served with 2 the subpoena or court order shall not produce any information designated in this action 3 as “CONFIDENTIAL” before a determination by the court from which the subpoena 4 or order issued, unless the Party has obtained the Designating Party’s permission. The 5 Designating Party shall bear the burden and expense of seeking protection in that court 6 of its confidential material and nothing in these provisions should be construed as 7 authorizing or encouraging a Receiving

Party in this Action to disobey a lawful 8 directive from another court. 9

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

11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a Non- 13 Party in this Action and designated as "CONFIDENTIAL." Such information 14 produced by Non-Parties in connection with this litigation is protected by the 15 remedies and relief provided by this Order. Nothing in these provisions should be 16 construed as prohibiting a Non-Party from seeking additional protections. 17 (b) In the event that a Party is required, by a valid discovery request, to produce 18 a Non-Party's confidential information in its possession, and the Party is subject to an 19 agreement with the Non-Party not to produce the Non-Party's confidential 20 information, then the Party shall: 21 (1) promptly notify in writing the Requesting Party and the Non-Party 22 that some or all of the information requested is subject to a confidentiality agreement 23 with a Non-Party; 24 (2) promptly provide the Non-Party with a copy of the Stipulated 25 Protective Order in this Action, the relevant discovery request(s), and a reasonably 26 specific description of the information requested; and 27 (3) make the information requested available for inspection by the Non- 28 Party, if requested. 1 (c) If the Non-Party fails to seek a protective order from this Court within 14 2 days of receiving the notice and accompanying information, the Receiving Party may 3 produce the Non-Party's confidential information responsive to the discovery request. 4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 5 any information in its possession or control that is subject to the confidentiality 6 agreement with the Non-Party before a determination by the Court. Absent a court 7 order to the contrary, the Non-Party shall bear the burden and expense of seeking 8 protection in this Court of its Protected Material. 9

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain 23 inadvertently produced material is subject to a claim of privilege or other protection, 24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

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

26 may be established in an e-discovery order that provides for production without prior 27

privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 28 parties reach an agreement on the effect of disclosure of a communication or 1 information covered by the attorney-client privilege or work product protection, the 2 parties may incorporate their agreement in the stipulated protective order submitted 3 to the Court. 4

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 7 person to seek its modification by the Court in the future. 8 12.2 Right to Assert Other Objections. By stipulating to the entry of this 9 Protective Order, no Party waives any right it otherwise would have to object to 10 disclosing or producing any information or item on any ground not addressed in this 11 Stipulated Protective Order. Similarly, no Party waives any right to object on any 12 ground to use in evidence of any of the material covered by this Protective Order. 13 12.3 Filing Protected Material. A Party that seeks to file under seal any 14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 15 only be filed under seal pursuant to a court order authorizing the sealing of the specific 16 Protected Material at issue; good cause must be shown in the request to file under 17 seal. If a Party's request to file Protected Material under seal is denied by the Court, 18 then the Receiving Party may file the information in the public record unless 19 otherwise instructed by the Court. 20

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, within 60 days of a written request by 23 the Designating Party, each Receiving Party must return all Protected Material to the 24 Producing Party or destroy such material. As used in this subdivision, "all Protected 25 Material" includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material. Whether the Protected 27 Material is returned or destroyed, the Receiving Party must submit a written 28 certification to the Producing Party (and, if not the same person or entity, to the 1 Designating Party) by the 60 day deadline that (1) identifies (by category, where 2 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 3 that the Receiving Party has not retained any copies, abstracts, compilations, 4 summaries or any other format reproducing or capturing any of the Protected Material. 5 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 7 correspondence, deposition and trial exhibits, expert reports, attorney work product, 8 and consultant and expert work product, even if such materials contain Protected 9 Material. Any such archival copies that contain or constitute Protected Material 10 remain subject to this Protective Order as set forth in Section 4 (DURATION). 11

12 14. VIOLATION OF ORDER

13 Any violation of this Order may be punished by any and all appropriate 14 measures including, without limitation, contempt proceedings and/or monetary 15 sanctions. 16 17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 18 Dated: September 10, 2025

KIRAKOSIAN LAW, APC 19 20 21 By: /s/ Greg L. Kirakosian 22 Greg L. Kirakosian Raffi S. Batanian 23 Attorneys for Plaintiffs

24 ADAM CARDENAS, FRANCISCO

GONZALES, and EMMANUEL 25

VILLAGRA

26 27 28 1 2 3 By: /s/ Lisa W. Lee 4 Joseph M. Montes 5 Lisa W. Lee Attorneys for Defendants 6

CITY OF ALHAMBRA, SERGEANT

7 VEGA, and OFFICER YAU 8 9 10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 11

12

DATED: 9/11/2025 _____

13 HON. A. JOEL RICHLIN

United States Magistrate Judge 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 8 case of Cardenas, et. al v. City of Alhambra, et. al,

Case No. 2:25-cv-05348-FMO- 9 (AJRS). 10 I agree to comply with and to be bound by all the

terms of this Stipulated 11 Protective Order and I understand and acknowledge that failure to so

comply could 12 expose me to sanctions and punishment in the nature of contempt. I solemnly 13

promise that I will not disclose in any manner any information or item that is subject 14 to this

Stipulated Protective Order to any person or entity except in strict compliance 15 with the

provisions of this Order. 16 I further agree to submit to the jurisdiction of the United States

District Court 17 for the Central District of California for the purpose of enforcing the terms of

this 18 Stipulated Protective Order, even if such enforcement proceedings occur after 19

termination of this action. I hereby appoint _____ [full 20 name] of

_____ [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 signed:

_____ 26 Printed name: _____

27 28 Signature: _____