

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

J.C. v. County of San Bernardino

J.C. · No. 5:24-cv-02440-SSS-SPx · Decided June 2, 2025

OPINION

J. C. v. County of San Bernardino

PER CURIAM.

FUJITLAW GROUP LLP

JOHN M. FUJII, SBN 172718

2| MAHAHDI CORZANO, SBN 254905

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Defendants

COUNTY OF SAN BERNARDINO,

7| DEPUTY R. RAMOS, and

DEPUTY C. PADILLA

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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

1| 12 . . . J.C., a minor, by and through his guardian | CASE NO.: 5:24-cv-02440-SSS-SPx ad
litem, CYNTHIA GARCIA, an individual, Judge: Sunshine Suzanne Sykes 14 Magistrate Judge:
Sheri Pym Plaintiff, 15

V. STIPULATED PROTECTIVE ORDER

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COUNTY OF SAN BERNARDINO, a

17| municipal entity, DEPUTY R. RAMOS #J4400, an individual, DEPUTY C. PADILLA
#J4398, an individual, and DOES 1-10, Inclusive, 19 Defendants. 20 21 22 23 24 25 26 27 28

A. PURPOSES AND LIMITATIONS

2 Defendants COUNTY OF SAN BERNARDINO, DEPUTY ROBERT RAMOS, DEPUTY
CHRISTOPHER PADILLA (“Defendants”) contend that discovery in this action (the “Action”) is
likely to involve production of confidential, proprietary or private 5|information for which special
protection from public disclosure and from use for any 6| purpose other than prosecuting this
litigation may be warranted. Accordingly, Defendants Plaintiff J.C. (“Plaintiff”), with Plaintiff and
Defendants collectively referred to herein as the “Parties” or individually as the “Party,” hereby

stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

14 B. GOOD CAUSE STATEMENT

This Action involves records of detention and investigations performed by the San Bernardino County Sheriff's Department and its personnel, agents, and employees, and/or other third parties contracted with the County. Defendants assert that the underlying incident, and evidence thereof, may involve the identity of personnel, third-party witnesses, and others, that is private or confidential in nature. Further, Defendants anticipate that Plaintiff will seek confidential documents in this matter which may include, but are not limited to, personnel records of law enforcement officers, employment records, and confidential information from the San Bernardino County Sheriff's Department (including potential information implicating privacy of third parties) not generally available to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Should this information (photos, videos, personnel records, private information of witnesses, etc.) be disclosed without the protection of this Protective Order, and open access to the information be allowed, the privacy and safety of those involved in this Action, and other law enforcement matters, could be placed at risk. Accordingly, to expedite the flow of information, facilitate the prompt resolution of disputes over confidentiality of discovery materials, adequately protect information the Parties are entitled to keep confidential, ensure the Parties are permitted reasonable and necessary uses of such material in preparation for trial and address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information justified in this matter. It is the intent of the Parties that information will not be designated as "confidential" for tactical reasons and that nothing be so designated without good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record in this Action.

11 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER SEAL

The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be shown to support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v.*

Sony Electronics, Inc., 187 F.R.D. 576, (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with respect to Protected Material that a party seeks file under seal. The Parties' mere designation of Disclosure or Discovery Material as 26 CONFIDENTIAL does not—without the submission of competent evidence by 27| declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause. _9 of 13 _ 1 Further, if a Party requests sealing related to a dispositive motion or trial, then 2||compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. See Pintos Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type information, document, or thing sought to be filed or introduced under seal in 6| connection with a dispositive motion or trial, the party seeking protection must articulate 7| compelling reasons, supported by specific facts and legal justification, for the requested 8||sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration. 10 Any document that is not confidential, privileged, or otherwise protectable in its 11|/entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the 13| confidential, privileged, or otherwise protectable portions of the document shall be filed. 14| Any application that seeks to file documents under seal in their entirety should include an 15| explanation of why redaction is not feasible.

16|}2. DEFINITIONS

17 2.1 Action. This pending federal lawsuit entitled J.C. v. COUNTY OF SAN 18| BERNARDINO, et al. case number 5:24-cv-02440-SSS-SP. 19 2.2 Challenging Party. A Party or Non-Party that challenges the designation of information or items under this Protective Order. 21 2.3 "CONFIDENTIAL" Information or Items. Information (regardless of how was or is generated, stored, or maintained) or tangible things that qualify for protection under Fed. R. Civ. P. 26(c), and as specified above in the Good Cause Statement above. 24 2.4 Counsel. Outside Counsel of Record and House Counsel, as these terms are defined below (as well as their support staff). 26 2.5 Designating Party. A Party or Non-Party that designates information or 27| items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL." 28 2.6 Disclosure or Discovery Material. All items or information, regardless of 2 of 13_ medium or manner in which they are generated, stored, or maintained (including, 2\}|among other things, testimony, transcripts, and tangible things) that are produced or generated in disclosures or responses to discovery in this matter. 4 2.7 Expert. A person with specialized knowledge or experience in a matter 5|| pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action. 7 2.8 House Counsel. Attorneys who are employees of a Party to this Action. 8 || House Counsel does not include Outside Counsel of Record or any other outside counsel. 9 2.9 Non-Party. Any natural person, partnership, corporation, association, or 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 Party to 12||this Action but are retained to represent or advise a Party to this Action and have appeared this Action on behalf of that Party or are affiliated with a law firm which has appeared 14] on behalf of that Party, and include 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 staff). 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 produce litigation support 21|/services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors. 24 2.14 Protected Material. Any Disclosure or Discovery Material that is designated “CONFIDENTIAL.”

26 2.15 Receiving Party. A Party that receives Disclosure or Discovery Material 27| from a Producing Party.

SCOPE

Aofl3— 1 The protections conferred by this Protective Order cover not only Protected 2||Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 4||Material; and (3) any testimony, conversations, or presentations by Parties or their 5| Counsel that might reveal Protected Material. 6 Any use of Protected Material at trial shall be governed by the orders of the trial 7|judge. This Protective Order does not govern the use of Protected Material at trial.

DURATION

9 Once a case proceeds to trial, information that was designated as CONFIDENTIAL 10] or maintained pursuant to this protective order used or introduced as an exhibit at trial 11||becomes public and will be presumptively available to all members of the public, 12||including the press, unless compelling reasons supported by specific factual findings to 13|| proceed otherwise are made to the trial judge in advance of the trial. See Kamakana, 447 14| F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the 17] commencement of the trial.

DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each 20||Party or Non-Party that designates information or items for protection under this 21|| Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for 23||protection only those parts of material, documents, items, or oral or written 24| communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not

swept unjustifiably within 26||the ambit of this Protective Order. 27 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., _ 5 of 13 _ 1||to unnecessarily encumber the case development process or to impose unnecessary 2||expenses and burdens on other parties) may expose the Designating Party to sanctions. 3 If it comes to a Designating Party's attention that information or items that it 4\\designated for protection do not qualify for protection, that Designating Party must 5| promptly notify all other Parties that it is withdrawing the inapplicable designation. 6 5.2 Manner and Timing of Designations. Except as otherwise provided in this 7|| Protective 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 Protective Order must be clearly so designated before the material is disclosed or 10] produced. 11 Designation in conformity with this Protective Order requires: 12 (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 at a minimum, the legend "CONFIDENTIAL" (hereinafter 15|"CONFIDENTIAL legend"), to each page that contains protected material. If only a 16|| portion or portions of the material on a page qualifies for protection, the Producing Party must clearly identify the protected portion(s) (e.g., by making appropriate markings the margins). 19 A Party or Non-Party that makes original documents available for inspection need designate them for protection until after the inspecting Party has indicated which 21||documents it would like copied and produced. During the inspection and before the 22||designation, all of the material made available for inspection shall be deemed 23|"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 Protective Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to 27||each page that contains Protected Material. If only a portion or portions of the material a page qualifies for protection, the Producing Party must clearly identify the protected _6 of 13 _ portion(s) (e.g., by making appropriate markings in the margins). 2 (b) for testimony given in depositions, that the Designating Party identify before 3||the close of the deposition, all protected testimony or deposition exhibits that contain 4| CONFIDENTIAL Information or Items. The court reporter shall then affix the 5|"CONFIDENTIAL" legend to each page of the transcript or deposition exhibit that 6| contains Protected Material and may separately bound such designated transcript pages deposition exhibits. 8 (c) for information produced in some form other than documentary, and for any 9| other tangible items, that the Producing Party affix in a prominent place on the exterior the container or containers in which the information is stored the legend 11)"CONFIDENTIAL." If only a portion or portions of the information warrants protection, 12||the Producing Party, to the extent practicable, shall identify the protected portion(s). 13 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure designate qualified information or items does not, standing alone, waive the 15| Designating

Party's right to secure protection under this Protective 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 Protective Order.

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 orders.

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

6.3. Burden. The burden of persuasion in any such challenge proceeding shall 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 CONFIDENTIAL designation, all Parties shall 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.

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 Protective 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 in a secure manner that ensures that access is limited only to the persons authorized under this Protective 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 the 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 Protective 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 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 whom disclosure is reasonably necessary provided: (1)

the deposing party requests that witness and attorneys for the witness sign the “Acknowledgment and Agreement to Be Bound” form (Exhibit A); 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 shall not be disclosed to anyone except as permitted under this 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.

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 shall 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 shall include a copy of this 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 shall 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 written permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its CONFIDENTIAL Information or Items, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections. (b) In the event that a Party is required, by a valid discovery request, to produce Non-Party’s confidential information in its possession, and the Party is 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 with a

20 Non-Party; 21 (2) promptly provide the Non-Party with a copy of the Stipulated 22 Protective Order in this Action, the relevant discovery request(s), and a reasonably 23 specific description of the information requested; and 24 (3) make the information requested available for inspection by the Non- Party, if requested. 26 (c) If the Non-Party fails to seek a protective order from this court within 14 27 days of receiving the notice and accompanying information, the Receiving Party may 28 produce the Non-Party's confidential information responsive to the discovery request. If 1 WW of 13 Non-Party timely seeks a protective order, the Receiving Party shall not produce any 2 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 4 contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

6/10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstances not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the 10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all 11 unauthorized copies of the Protected Material, (c) inform the person or persons to whom 12 unauthorized disclosures were made of all the terms of this Protective Order, and (d) 13 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

16 PROTECTED MATERIAL

17 When a Producing Party gives notice to the Receiving Parties that certain 18 inadvertently produced material is subject to a claim of privilege or other protections, the 19 obligations of the Receiving Parties are those set forth in Fed. R. Civ. P. 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 22 Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the 23 effect of disclosure of a communication or information covered by the attorney-client 24 privilege or work product protection, the Parties may incorporate their agreement in this Protective Order or another stipulated protective order.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Protective Order abridges the right 28 of any person to seek its modification by the Court in the future. 11 of 13 1 12.2 Right to Assert Other Objections. By stipulating to the entry of this 2 Protective Order, no Party waives any right it otherwise would have to object to disclosing producing any information or item on any ground not addressed in this Protective 4 Order. Similarly, no Party waives any right to object on any ground to the use in evidence any of the material covered by this Protective Order. 6 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected 7 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed 8 under seal pursuant to a court order

authorizing the sealing of the specific Protected 9| Material at issue. If a Party's request to file Protected Material under seal is denied by 10| the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

FINAL DISPOSITION

13 After the final deposition of this Action, as defined in Section 4 above, each Receiving Party must return all Protected Material to the Producing Party or destroy such 15| material within 30 days. As used in this subdivision, "all Protected Material" includes all 16| copies, abstracts, compilations, summaries, and any other format reproducing or capturing 17| any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not same person or entity, to the Designating Party) by the 60 day deadline that (1) 20| identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, 22| compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain archival 24| copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 25| memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work 26| product, and consultant and expert work product, even if such materials contain Protected 27| Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). _19 of 13

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1/14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions. 4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 5 Pursuant to Local Rule 5-4.3.4, by my signature below I, Mahadhi Corzano, attest 6| that all other signatories concur in this filing's content and have authorized this filing. 7 8| Dated: May 29, 2025 FUJI LAW GROUP LLP 9 10 By: ___/s/John M. Fujii John M. Fujii 11 Mahadhi Corzano Attorneys for Defendants

12 COUNTY OF SAN BERNARDINO,

DEPUTY R. RAMOS, and

13 DEPUTY C. PADILLA

14 Dated: May 29, 2025 THE KIZZIE FIRM, APC 16 17 By: ___/s/Antonio K. Kizzie Antonio K. Kizzie | 18 Attorneys for Plaintiff J.C., a minor, by and through his 19 uardian ad litem, CYNTHIA

GARCIA

20 21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 22

73 Dated: June 2, 2025 hep 25

36 HON. SHERI PYM

United States Magistrate Judge 27 28 _ 12 of 13_

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 , [print or type full 5|name], declare under penalty of perjury that I have read in its entirety and
understand Protective Order that was issued by the United States District Court for the Central 7|
District of California on date [date] in the Action of J.C. v. COUNTY SAN BERNARDINO, et al.
case number 5:24-cv-02440-SSS-SP. I agree to 9| comply with and to be bound by all the terms of
this Protective Order, and I understand acknowledge that failure to so comply could expose me to
sanctions and punishment the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Protective Order to any person or entity
except strict compliance with the provisions of this Protective Order. I further agree to submit the
jurisdiction of the United States District Court for the Central District of California 15|| for the
purpose of enforcing the terms of this Protective Order, even if such enforcement 16|| proceedings
occur after termination of this Action. 17 I hereby appoint as my California agent for service of
process in connection with this Action or any proceedings related to 19] enforcement of this
Protective Order. 20 21|| Date: 22|| City and State where sworn and signed: ☐ 23 || Printed name:
24 || Signature: 25 26 27 28

FYXPIBIT A