

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Keiron Helms v. State of California Highway Patrol; County of
Riverside; City of Hemet; Hemet Police Department; Hobbs; and
Does 1-10**

Helms protective order · No. 5:24-cv-02667-SSS-PVCx · Decided August 27, 2025

OPINION

Keiron Helms v. State Of California

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11 KEIRON HELMS, an individual, Case No. 5:24-cv-02667-SSS-PVCx 12 Plaintiff,

STIPULATED PROTECTIVE

13 v. ORDER

14 STATE OF CALIFORNIA HIGHWAY

PATROL; COUNTY OF RIVERSIDE;

15 CITY OF HEMET; HEMET POLICE

DEPARTMENT; HOBBS; and DOES

16 1-10, inclusive, 17 Defendants. 18 19

20 1. A. 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 in

2 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 B. GOOD CAUSE STATEMENT

7 This action is likely to involve the production of confidential records, 8 personal medical
records, and investigation information that may implicate third 9 party information, materials

protected by the Official Information Privilege, 10 employment or financial information, and confidential information relating to State, 11 County, and City employees, for which special protection from public disclosure 12 and from use for any purpose other than prosecution of this action is warranted. 13 Such information may implicate the privacy interests of the party and are properly 14 protected through a Fed. R. Civ. Proc. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35, n.21 (1984) (“Rule 26(c) includes among its express 16 purposes the protection of a ‘party or person from annoyance, embarrassment, 17 oppression or undue burden or expense.’ Although the Rule contains no specific 18 reference to privacy or to other rights or interests that may be implicated, such 19 matters are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be 21 protected through a “carefully crafted protective order.”). 22 Accordingly, to expedite the flow of information, facilitate the prompt 23 resolution of disputes over confidentiality of discovery materials, adequately protect 24 information the parties are entitled to keep confidential, ensure that the parties are 25 permitted reasonable necessary uses of such material in preparation for and in the 26 conduct of trial, address their handling at the end of the litigation, and serve the ends 27 of justice, a protective order for such information is justified in this Action. It is the 1 tactical reasons and that nothing be so designated without a good faith belief that it 2 has been maintained in a confidential, non-public manner, and there is good cause 3 why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit, *Keiron Helms v. State of California Highway Patrol; County of Riverside; City of Hemet; Hemet Police 7 Department; Hobbs; and Does 1-10*, Case Number 5:24-cv-02667-SSS-SHK. 8 2.2 Challenging Party: a Party or Non-Party that challenges the designation 9 of information or items under this Order. 10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how 11 it is generated, stored or maintained) or tangible things that qualify for protection 12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 13 Cause Statement. 14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 15 their support staff). 16 2.5 Designating Party: a Party or Non-Party that designates information or 17 items that it produces in disclosures or in responses to discovery as

18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless 20 of the medium or manner in which it is generated, stored, or maintained (including, 21 among other things, testimony, transcripts, and tangible things), that are produced or 22 generated in disclosures or responses to discovery in this matter. 23 2.7 Expert: a person with specialized knowledge or experience in a matter 24 pertinent to the litigation who has been retained by a Party or its counsel to serve as 25 an expert witness or as a consultant in this Action. 26 2.8 House Counsel: attorneys who are employees of a party to this Action. 27 House Counsel does not include Outside Counsel

of Record or any other outside 1 2.9 Non-Party: any natural person, partnership, corporation, association, or 2 other legal entity not named as a Party to this action. 3 2.10 Outside Counsel of Record: attorneys who are not employees of a party 4 to this Action but are retained to represent or advise a party to this Action and have 5 appeared in this Action on behalf of that party or are affiliated with a law firm which 6 has appeared on behalf of that party, and includes support staff. 7 2.11 Party: any party to this Action, including all of its officers, directors, 8 employees, consultants, retained experts, and Outside Counsel of Record (and their 9 support staffs). 10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 11 Discovery Material in this Action. 12 2.13 Professional Vendors: persons or entities that provide litigation support 13 services (e.g., photocopying, videotaping, translating, preparing exhibits or 14 demonstrations, and organizing, storing, or retrieving data in any form or medium) 15 and their employees and subcontractors. 16 2.14 Protected Material: any Disclosure or Discovery Material that is 17 designated as “CONFIDENTIAL.” 18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only 22 Protected Material (as defined above), but also (1) any information copied or 23 extracted from Protected Material; (2) all copies, excerpts, summaries, or 24 compilations of Protected Material; and (3) any testimony, conversations, or 25 presentations by Parties or their Counsel that might reveal Protected Material. 26 Any use of Protected Material at trial shall be governed by the orders of the 27 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as 3 confidential or maintained pursuant to this protective order becomes public and will 4 be presumptively available to all members of the public, including the press, unless 5 compelling reasons supported by specific factual findings to proceed otherwise are 6 made to the trial judge in advance of the trial. See *Kamakana v. City and County of* 7 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 8 showing for sealing documents produced in discovery from “compelling reasons” 9 standard when merits-related documents are part of court record). Accordingly, the 10 terms of this protective order do not extend beyond the commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

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

containers in which the information is stored the legend 13 “CONFIDENTIAL.” If only a portion or portions of the information warrants 14 protection, the Producing Party, to the extent practicable, shall identify the protected 15 portion(s). 16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 17 failure to designate qualified information or items does not, standing alone, waive 18 the Designating Party’s right to secure protection under this Order for such material. 19 Upon timely correction of a designation, the Receiving Party must make reasonable 20 efforts to assure that the material is treated in accordance with the provisions of this 21 Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 24 designation of confidentiality at any time that is consistent with the Court’s 25 Scheduling Order. 26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 27 resolution process under Local Rule 37.1 et seq. 1 proceeding shall be on the Designating Party. Frivolous challenges, and those made 2 for an improper purpose (e.g., to harass or impose unnecessary expenses and 3 burdens on other parties) may expose the Challenging Party to sanctions. Unless the 4 Designating Party has waived or withdrawn the confidentiality designation, all 5 parties shall continue to afford the material in question the level of protection to 6 which it is entitled under the Producing Party’s designation until the Court rules on 7 the challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is 10 disclosed or produced by another Party or by a Non-Party in connection with this 11 Action only for prosecuting, defending, or attempting to settle this Action. Such 12 Protected Material may be disclosed only to the categories of persons and under the 13 conditions described in this Order. When the Action has been terminated, a 14 Receiving Party must comply with the provisions of section 13 below (FINAL 15 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 7.2 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 22 “CONFIDENTIAL” only to: 23 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as 24 employees of said Outside Counsel of Record to whom it is reasonably necessary to 25 disclose the information for this Action; 26 (b) the officers, directors, and employees (including House Counsel) of the 27 Receiving Party to whom disclosure is reasonably necessary for this Action; 1 disclosure is reasonably necessary for this Action and who have signed the 2 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 3 (d) the court and its personnel; 4 (e) court reporters and their staff; 5 (f) professional jury or trial consultants, mock jurors, and Professional 6 Vendors to whom disclosure is reasonably necessary for this Action and who have 7 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 8 (g) the

author or recipient of a document containing the information or a 9 custodian or other person who otherwise possessed or knew the information; 10 (h) during their depositions, witnesses, and attorneys for witnesses, in the 11 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 12 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will 13 not be permitted to keep any confidential information unless they sign the 14 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 15 agreed by the Designating Party or ordered by the court. Pages of transcribed 16 deposition testimony or exhibits to depositions that reveal Protected Material may 17 be separately bound by the court reporter and may not be disclosed to anyone except 18 as permitted under this Stipulated Protective Order; and 19 (i) any mediator or settlement officer, and their supporting personnel, 20 mutually agreed upon by any of the parties engaged in settlement discussions

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

22 PRODUCED IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation 24 that compels disclosure of any information or items designated in this Action a 25 “CONFIDENTIAL,” that Party must: 26 (a) promptly notify in writing the Designating Party. Such notification shall 27 include a copy of the subpoena or court order; 1 issue in the other litigation that some or all of the material covered by the subpoena 2 or order is subject to this Protective Order. Such notification shall include a copy of 3 this Stipulated Protective Order; and 4 (c) cooperate with respect to all reasonable procedures sought to be pursued 5 by the Designating Party whose Protected Material may be affected. 6 If the Designating Party timely seeks a protective order, the Party served with 7 the subpoena or court order shall not produce any information designated in this 8 action as “CONFIDENTIAL” before a determination by the court from which the 9 subpoena or order issued, unless the Party has obtained the Designating Party’s 10 permission. The Designating Party shall bear the burden and expense of seeking 11 protection in that court of its confidential material and nothing in these provisions 12 should be construed as authorizing or encouraging a Receiving Party in this Action 13 to disobey a lawful directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non- 17 Party in this Action and designated as “CONFIDENTIAL.” Such information 18 produced by Non-Parties in connection with this litigation is protected by the 19 remedies and relief provided by this Order. Nothing in these provisions should be 20 construed as prohibiting a Non-Party from seeking additional protections. 21 (b) In the event that a Party is required, by a valid discovery request, to 22 produce a Non-Party’s confidential information in its possession, and the Party is 23 subject to an agreement with the Non-Party not to produce the Non-Party’s 24 confidential information, then the Party shall: 25 (1) promptly notify in writing the Requesting Party and the Non-Party 26 that some or all of the information requested is subject to a confidentiality 27 agreement with a Non-

Party; 1 Protective Order in this Action, the relevant discovery request(s), and a 2 reasonably specific description of the information requested; and 3 (3) make the information requested available for inspection by the Non- 4 Party, if requested. 5 (c) If the Non-Party fails to seek a protective order from this court within 6 14 days of receiving the notice and accompanying information, the Receiving Party 7 may produce the Non-Party's confidential information responsive to the discovery 8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 9 not produce any information in its possession or control that is subject to the 10 confidentiality agreement with the Non-Party before a determination by the court. 11 Absent a court order to the contrary, the Non-Party shall bear the burden and 12 expense of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 15 Protected Material to any person or in any circumstance not authorized under this 16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 19 persons to whom unauthorized disclosures were made of all the terms of this Order, 20 and (d) request such person or persons to execute the "Acknowledgment and 21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain 25 inadvertently produced material is subject to a claim of privilege or other protection, 26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

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

1 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar 2 as the parties reach an agreement on the effect of disclosure of a communication or 3 information covered by the attorney-client privilege or work product protection, the 4 parties may incorporate their agreement in the stipulated protective order submitted 5 to the court.

6 12. MISCELLANEOUS

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

Protected Material 18 under seal is denied by the court, then the Receiving Party may file the information 19 in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60 22 days of a written request by the Designating Party, each Receiving Party must return 23 all Protected Material to the Producing Party or destroy such material. As used in 24 this subdivision, “all Protected Material” includes all copies, abstracts, compilations, 25 summaries, and any other format reproducing or capturing any of the Protected 26 Material. Whether the Protected Material is returned or destroyed, the Receiving 27 Party must submit a written certification to the Producing Party (and, if not the same 1 || (by category, where appropriate) all the Protected Material that was returned or 2 || destroyed and (2)affirms that the Receiving Party has not retained any copies, 3 || abstracts, compilations, summaries or any other format reproducing or capturing any 4 || of the Protected Material. Notwithstanding this provision, Counsel are entitled to 5 || retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 6 || transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 7 || reports, attorney work product, and consultant and expert work product, even if such 8 || materials contain Protected Material. Any such archival copies that contain or 9 || constitute Protected Material remain subject to this Protective Order as set forth in 10 || Section 4 (DURATION). 11 14. Any violation of this Order may be punished by any and all appropriate 12 || measures including, without limitation, contempt proceedings and/or monetary 13 || sanctions. 14

15|| FOR GOOD CAUSE SHOWN BY THE PARTIES’ STIPULATION, IT IS SO

16 ORDERED. 17

|| DATED: August 27, 2025 19 fu 20 Hon. Pedro V.Castilo =” United States Magistrate Judge 22 23 24 25 26 27 28

WILLIAMS &

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that 6 was issued by the United States District Court for the Central District of California 7 on [date] in the case of Keiron Helms v. Keiron Helms v. State of California 8 Highway Patrol; County of Riverside; City of Hemet; Hemet Police Department; 9 Hobbs; and Does 1-10, Case Number 5:24-cv-02667-SSS-PVC. I agree to comply 10 with and to be bound by all the terms of this Stipulated Protective Order and I 11 understand and acknowledge that failure to so comply could expose me to sanctions 12 and punishment in the nature of contempt. I solemnly promise that I will not 13 disclose in any manner any information or item that is subject to this Stipulated 14 Protective Order to any person or entity except in strict compliance with the 15 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 _____ [print or 20 type full name] of _____ [print or type 21 full address and telephone number] as my California agent for service of process in 22 connection with this action or any proceedings related to enforcement of this 23 Stipulated Protective Order.

24 Date: _____ 25 City and State where sworn and signed: _____ 26 Printed name: _____

_____ 27 Signature: _____