

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**RYAN P. WALTERS, an Individual v. State of California, by and
through the California Highway Patrol, Beau Biter, Enrique Ayala,
John Betz, and Brandon Urrutia**

Walters v. State of California · No. 8:24-cv-00196 MWF-DFM · Decided January 14, 2026

OPINION

RYAN P. WALTERS, an Individual v. State of California, by and through the California Highway
Patrol, Beau Biter, Enrique Ayala, John Betz, and Brandon Urrutia

PER CURIAM.

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California Highway Patrol, Beau Biter, Enrique Ayala, John 9 Betz, and Brandon Urrutia 10

IN THE UNITED STATES DISTRICT COURT

11

CENTRAL DISTRICT OF CALIFORNIA

12 13 14 15 RYAN P. WALTERS, an Individual, Case No. 8:24-cv-00196 MWF-DFM 16
Plaintiff, STIPULATED PROTECTIVE

ORDER

17 v.

DISCOVERY MATTER

18 STATE OF CALIFORNIA;

CALIFORNIA HIGHWAY

19 PATROL; and DOES 1 through 10, inclusive, 20 Defendants. 21 22 23 TO THE
HONORABLE COURT:

24 1. A. PURPOSES AND LIMITATIONS

25 Discovery in this action involves production of confidential, proprietary, or 26 private
information for which special protection from public disclosure and from 27 use for any purpose
other than prosecuting this litigation may be warranted. 28 Accordingly, the parties hereby

stipulate to and petition the Court to enter the 1 following Stipulated Protective Order. The parties acknowledge that this Order does 2 not confer blanket protections on all disclosures or responses to discovery and that 3 the protection it affords from public disclosure and use extends only to the limited 4 information or items that are entitled to confidential treatment under the applicable 5 legal principles. The parties further acknowledge, as set forth in Section 12.3, 6 below, that this Stipulated Protective Order does not entitle them to file confidential 7 information under seal; Civil Local Rule 79-5 sets for the procedures that must be 8 following and the standards that will be applied when a party seeks permission 9 from the court to file material under seal.

10 B. GOOD CAUSE STATEMENT

11 This action involves confidential, proprietary or private information for 12 which special protection from public disclosure and from use for any purpose other 13 than prosecution of this action is warranted. Such confidential, proprietary and 14 private materials and information consist of, among other things confidential and 15 private information related to peace officers and department policies including 16 information otherwise generally unavailable to the public, or which may be 17 privileged or otherwise protected from disclosure under state or federal statutes, 18 court rules, case decisions, or common law. 19 Defendants contend that there is good cause and a particularized need for a 20 protective order to preserve the interests of confidentiality and privacy in peace 21 officer personnel file records and associated investigative or confidential records 22 for the following reasons. 23 First, Defendants contend that peace officers have a federal privilege of 24 privacy in their personnel file records: a reasonable expectation of privacy therein 25 that is underscored, specified, and arguably heightened by the Pitchess protective 26 procedure of California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 27 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. 28 LEXIS 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law 1 applies to privilege based discovery disputes involving federal claims,” the “state 2 privilege law which is consistent with its federal equivalent significantly assists in 3 applying [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 4 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have 5 constitutionally-based “privacy rights [that] are not inconsequential” in their police 6 personnel records); cf. Cal. Penal Code, §§ 832.7, 832.8; Cal. Evid. Code, §§ 1040- 7 1047. Defendants further contend that uncontrolled disclosure of such personnel 8 file information can threaten the safety of non-party witnesses, officers, and their 9 families/associates. 10 Second, Defendants contend that municipalities and law enforcement 11 agencies have federal deliberative-executive process privilege, federal official 12 information privilege, federal law enforcement privilege, and federal attorney-client 13 privilege (and/or attorney work product protection) interests in the personnel files 14 of their peace officers – particularly as to those portions of peace officer personnel 15 files that contain critical self-analysis, internal deliberation/decision-making or 16 evaluation/analysis, or communications for the purposes of obtaining or rendering 17 legal advice or analysis – potentially including but not limited to 18 evaluative/analytical portions of Internal Affairs type

records or reports, 19 evaluative/analytical portions of supervisory records or reports, and/or reports 20 prepared at the direction of counsel, or for the purpose of obtaining or rendering 21 legal advice. See Sanchez, 936 F.2d at 1033-1034; Maricopa Audubon Soc’y v. 22 United States Forest Serv., 108 F.3d 1089, 1092-1095 (9th Cir. 1997); Soto, 162 23 F.R.D. at 613, 613 n. 4; Kelly v. City of San Jose, 114 F.R.D. 654, 668-671 (N.D. 24 Cal. 1987); Tuite v. Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998); Hamstreet v. 25 Duncan, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co. v. United 26 States Dist. Ct., 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further 27 contend that such personnel file records are restricted from disclosure by the public 28 entity’s custodian of records pursuant to applicable California law and that 1 uncontrolled release will result in needless intrusion of officer privacy; impairment 2 in the collection of third-party witness information and statements and related 3 legitimate law enforcement investigations/interests; and a chilling of open and 4 honest discussion regarding and/or investigation into alleged misconduct that can 5 erode a public entity’s ability to identify and/or implement any remedial measures 6 that may be required. 7 Third, Defendants contend that, since peace officers do not have the same 8 rights as other private citizens to avoid giving compelled statements, it is contrary 9 to the fundamental principles of fairness to permit uncontrolled release of officers’ 10 compelled statements. See generally Lybarger v. City of Los Angeles, 40 Cal.3d 11 822, 828-830 (1985); cf. U.S. Const., amend V. 12 Fourth, Defendants contend that documents requested in discovery will 13 contain personal information of unrelated third parties. Public disclosure of such 14 information will implicate the privacy rights of third parties unrelated to this action. 15 Accordingly, Defendants contend that, without a protective order preventing 16 such, production of confidential records in the case can and will substantially 17 impair and harm defendant public entity’s interests in candid self-critical analysis, 18 frank internal deliberations, obtaining candid information from witnesses, 19 preserving the safety of witnesses, preserving the safety of peace officers and peace 20 officers’ families and associates, protecting the privacy officers of peace officers, 21 and preventing pending investigations from being detrimentally undermined by 22 publication of private, sensitive, or confidential information – as can and often does 23 result in litigation. 24 In addition, many policies and procedures documents that are requested in 25 discovery contain highly sensitive and confidential materials that deal with CHP 26 officers’ tactics and practices, the public disclosure of which will put such officers’ 27 lives at risk. Public disclosure of these materials will also hamper and impair law 28 enforcement activities, including detection of criminal activity and apprehension of 1 criminal offenders. 2 Plaintiff does not concede to any of the contentions put forth above by 3 Defendants; however, Plaintiff agrees that a protective order is appropriate in this 4 matter in order to better facilitate the exchange of discoverable information in the 5 possession of Defendants. 6 Accordingly, to expedite the flow of information, to facilitate the prompt 7 resolution of disputes over confidentiality of discovery materials, to adequately 8 protect information the parties are entitled to keep confidential, to ensure that the 9 parties are

permitted reasonable necessary uses of such material in preparation for 10 and in the conduct of trial, to address their handling at the end of the litigation, and 11 serve the ends of justice, a protective order for such information is justified in this 12 matter. It is the intent of the parties that information will not be designated as 13 confidential for tactical reasons and that nothing be so designated without a good 14 faith belief that it has been maintained in a confidential, non-public manner, and 15 there is good cause why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: This pending federal lawsuit – 18 2.2 Challenging Party: A Party or Non-Party that challenges the 19 designation of information or items under this Order. 20 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of 21 how it is generated, stored or maintained) or tangible things that qualify for 22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 23 the Good Cause Statement. 24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 25 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

28 “CONFIDENTIAL.”

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

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only 5 Protected Material (as defined above), but also (1) any information copied or 6 Extracted from Protected Material; (2) all copies, excerpts, summaries, or 7 compilations of Protected Material; and (3) any testimony, conversations, or 8 presentations by Parties or their Counsel that might reveal Protected Material. 9 Any use of Protected Material at trial shall be governed by the orders of 10 the trial judge. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations 13 imposed by this Order shall remain in effect until a Designating Party agrees 14 otherwise in writing or a court order otherwise directs. Final disposition shall be 15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, 16 with or without prejudice; and (2) final judgment herein after the completion and 17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 18 including the time limits for filing any motions or applications for extension of time 19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

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

(e.g., by making appropriate markings in the margins). 21 A Party or Non-Party that makes original documents available for 22 inspection need not designate them for protection until after the inspecting Party 23 has indicated which documents it would like copied and produced. During the 24 inspection and before the designation, all of the material made available for 25 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has 26 identified the documents it wants copied and produced, the Producing Party must 27 determine which documents, or portions thereof, qualify for protection under this 28 1 Order. Then, before producing the specified documents, the Producing Party must 2 affix the “CONFIDENTIAL legend” to each page that contains Protected Material. 3 If only a portion or portions of the material on a page qualifies for protection, the 4 Producing Party also must clearly identify the protected portion(s) (e.g., by making 5 appropriate markings in the margins). 6 (b) For testimony given in depositions that the Designating Party 7 identify the Disclosure or Discovery Material on the record, before the close of the 8 deposition all protected testimony. 9 (c) For information produced in some form other than documentary 10 and for any other tangible items, that the Producing Party affix in a prominent place 11 on the exterior of the container or containers in which the information is stored the 12 legend “CONFIDENTIAL.” If only a portion or portions of the information 13 warrants protection, the Producing Party, to the extent practicable, shall identify the 14 protected portion(s). 15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 16 failure to designate qualified information or items does not, standing alone, waive 17 the Designating Party’s right to secure protection under this Order for such 18 material. Upon correction of a designation, the Receiving Party must make 19 reasonable efforts to assure that the material is treated in accordance with the 20 provisions of this Order. 21 5.4 Designation of Information Produced Before the Entry of this Order: 22 Defendants believe that certain documents related to California Highway Patrol 23 policies that should have been subject to a protective order were inadvertently 24 produced at the beginning of this litigation. Upon the entry of this protective order, 25 Defendants will identify these materials to Plaintiff and provide correctly 26 designated copies of these materials, at which time these materials will be treated as 27 inadvertently produced protected materials as set forth in Section 11 below. 28

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 3 designation of confidentiality at any time that is consistent with the Court’s 4 Scheduling Order. 5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 6 resolution process under Local Rule 37.1 et seq. 7 6.3 The burden of persuasion in any such challenge proceeding shall be on 8 the Designating Party. Frivolous challenges, and those made for an improper 9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 10 parties) may expose the Challenging Party to sanctions. Unless the Designating 11 Party has waived or withdrawn the confidentiality designation, all parties shall 12 continue to afford the material in question the level of protection to which it is 13 entitled under the Producing Party’s designation until the Court rules on the 14

challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is 17 disclosed or produced by another Party or by a Non-Party in connection with this 18 Action only for prosecuting, defending, or attempting to settle this Action. Such 19 Protected Material may be disclosed only to the categories of persons and under the 20 conditions described in this Order. When the Action has been terminated, a 21 Receiving Party must comply with the provisions of Section 13 below (FINAL 22 DISPOSITION). 23 Protected Material must be stored and maintained by a Receiving Party at a 24 location and in a secure manner that ensures that access is limited to the persons 25 authorized under this Order. 26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 27 otherwise ordered by the Court or permitted in writing by the Designating Party, a 28 Receiving Party may disclose any information or item designated 1 “CONFIDENTIAL” only to: 2 (a) The Receiving Party’s Outside Counsel of Record in this 3 Action, as well as employees of said Outside Counsel of Record to whom it is 4 reasonably necessary to disclose the information for this Action; 5 (b) The officers, directors, and employees (including House 6 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this 7 Action; 8 (c) Experts (as defined in this Order) of the Receiving Party to 9 whom disclosure is reasonably necessary for this Action and who have signed the 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 11 (d) The Court and its personnel; 12 (e) Court reporters and their staff; 13 (f) Professional jury or trial consultants, mock jurors, and 14 Professional Vendors to whom disclosure is reasonably necessary for this Action 15 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit 16 A); 17 (g) The author or recipient of a document containing the 18 information or a custodian or other person who otherwise possessed or knew the 19 information; 20 (h) During their depositions, witnesses, and attorneys for witnesses, 21 in the Action to whom disclosure is reasonably necessary provided: (1) the 22 deposing party requests that the witness sign the form attached as Exhibit 1 hereto; 23 and (2) they will not be permitted to keep any confidential information unless they 24 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless 25 otherwise agreed by the Designating Party or ordered by the Court. Pages of 26 transcribed deposition testimony or exhibits to depositions that reveal Protected 27 Material may be separately bound by the court reporter and may not be disclosed to 28 anyone except as permitted under this Stipulated Protective Order; and 1 (i) Any mediator or settlement officer, and their supporting 2 personnel, mutually agreed upon by any of the parties engaged in settlement 3 discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

5 PRODUCED IN OTHER LITIGATION OR SOUGHT BY PUBLIC

6 RECORDS ACT REQUEST

7 If a Party is served with a subpoena or a court order issued in other litigation 8 that compels disclosure of any information or items designated in this Action as 9 “CONFIDENTIAL,” that

Party must: 10 (a) Promptly notify in writing the Designating Party. Such notification 11 shall include a copy of the subpoena or court order; 12 (b) Promptly notify in writing the party who caused the subpoena or order 13 to issue in the other litigation that some or all of the material covered by the 14 subpoena or order is subject to this Protective Order. Such notification shall include 15 a copy of this Stipulated Protective Order; and 16 (c) Cooperate with respect to all reasonable procedures sought to be 17 pursued by the Designating Party whose Protected Material may be affected. 18 If the Designating Party timely seeks a protective order, the Party served with 19 the subpoena or court order shall not produce any information designated in this 20 action as “CONFIDENTIAL” before a determination by the court from which the 21 subpoena or order issued, unless the Party has obtained the Designating Party’s 22 permission. The Designating Party shall bear the burden and expense of seeking 23 protection in that court of its confidential material and nothing in these provisions 24 should be construed as authorizing or encouraging a Receiving Party in this Action 25 to disobey a lawful directive from another court. 26 A public entity’s compliance with Public Records Act requests (which 27 includes its statutory exemptions) does not constitute a violation of this Protective 28 Order.

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

2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a 4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 5 produced by Non-Parties in connection with this litigation is protected by the 6 remedies and relief provided by this Order. Nothing in these provisions should be 7 construed as prohibiting a Non-Party from seeking additional protections. 8 (b) In the event that a Party is required, by a valid discovery request, to 9 produce a Non-Party’s confidential information in its possession, and the Party is 10 subject to an agreement with the Non-Party not to produce the Non-Party’s 11 confidential information, then the Party shall: 12 (1) Promptly notify in writing the Requesting Party and the Non- 13 Party that some or all of the information requested is subject to a confidentiality 14 agreement with a Non-Party; 15 (2) Promptly provide the Non-Party with a copy of the Stipulated 16 Protective Order in this Action, the relevant discovery request(s), and a reasonably 17 specific description of the information requested; and 18 (3) Make the information requested available for inspection by the Non-Party, if requested. 19 (c) If the Non-Party fails to seek a protective order from this court within 20 14 days of receiving the notice and accompanying information, the Receiving Party 21 may produce the Non-Party’s confidential information responsive to the discovery 22 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 23 not produce any information in its possession or control that is subject to the 24 confidentiality agreement with the Non-Party before a determination by the court. 25 Absent a court order to the contrary, the Non-Party shall bear the burden and 26 expense of seeking protection in this court of its Protected Material. 27 28

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 3 Protected Material to any person or in any circumstance not authorized under this 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 5 writing the Designating Party of the unauthorized disclosures, (b) use its best 6 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the 7 person or persons to whom unauthorized disclosures were made of all the terms of 8 this Order, and (d) request such person or persons to execute the “Acknowledgment 9 and Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain 13 inadvertently produced material is subject to a claim of privilege or other 14 protection, the obligations of the Receiving Parties are those set forth in Federal 15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify 16 whatever procedure may be established in an e-discovery order that provides for 17 production without prior privilege review. Pursuant to Federal Rule of Evidence 18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure 19 of a communication or information covered by the attorney-client privilege or work 20 product protection, the parties may incorporate their agreement in the Stipulated 21 Protective Order submitted to the Court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 24 person to seek its modification by the Court in the future. 25 12.2 Right to Assert Other Objections. By stipulating to the entry of this 26 Protective Order, no Party waives any right it otherwise would have to object to 27 disclosing or producing any information or item on any ground not addressed in 28 this Stipulated Protective Order. Similarly, no Party waives any right to object on 1 any ground to use in evidence of any of the material covered by this Protective 2 Order. 3 12.3 Filing Protected Material. A Party that seeks to file under seal any 4 Protected Material must comply with Civil Local Rule 79-5. Protected Material 5 may only be filed under seal pursuant to a court order authorizing the sealing of the 6 specific Protected Material at issue. If a Party's request to file Protected Material 7 under seal is denied by the court, then the Receiving Party may file the information 8 in the public record unless otherwise instructed by the Court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in Section 4, within sixty 11 (60) days of a written request by the Designating Party, each Receiving Party must 12 return all Protected Material to the Producing Party or destroy such material. As 13 used in this subdivision, “all Protected Material” includes all copies, abstracts, 14 compilations, summaries, and any other format reproducing or capturing any of the 15 Protected Material. Whether the Protected Material is returned or destroyed, the 16 Receiving Party must submit a written certification to the Producing Party (and, if 17 not the same person or entity, to the Designating Party) by the 60 day

deadline that 18 (1) identifies (by category, where appropriate) all the Protected Material that was
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any 20 copies,
abstracts, compilations, summaries or any other format reproducing or 21 capturing any of the
Protected Material. Notwithstanding this provision, Counsel 22 are entitled to retain an archival
copy of all pleadings, motion papers, trial, 23 deposition, and hearing transcripts, legal
memoranda, correspondence, deposition 24 and trial exhibits, expert reports, attorney work
product, and consultant and expert 25 work product, even if such materials contain Protected
Material. Any such archival 26 copies that contain or constitute Protected Material remain subject
to this Protective 27 Order as set forth in Section 4 (DURATION). 28

1] 14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate 3 | measures including,
without limitation, contempt proceedings and/or monetary 4 | sanctions. 5 6 | ITISSO
STIPULATED, THROUGH COUNSEL OF RECORD. 7 | Dated: January 13, 2026 Respectfully
submitted, 8 Ros BONTA Attorney General of California

9 ELIZABETH S. ANGRES

10 Supervising Deputy Attorney General 11 /s/ Haiyang Allen Li

HATYANG ALLEN LI

12 Deputy Attorney General Attorneys for Defendants State of 13 California, By and through the
California ighway Patrol, Beau 14 Biter, Enrique Ayala, John Betz, and 1 Brandon Urrutia 16 /s/
Matthew T. Falkenstein 17 : Dated: January 13, 2026 Mark J. SKAPIK

18 GERALYN L. SKAPIK

19 BLAIR B. BERKLEY

MATTHEW T. FALKENSTEIN

20 Attorneys for Plaintiff 71 Ryan P. Walters 22 | FOR GOOD CAUSE SHOWN, IT IS SO
ORDERED. 23 24 | DATED: January 14, 2026 25 y t 26 Douglas F. McCormick 27 United States
Magistrate Judge 28 16

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, [print or type full name], of 5 [print or type full address], declare under penalty of perjury
that I 6 have read in its entirety and understand the Stipulated Protective Order that was 7 issued
by the United States District Court for the Central District of California on 8 _____
[Date] in the case of Ryan P. Walters v. State of California et al., 9 Case No. 8:24-cv-00196 MWF-
DFM. I agree to comply with and to be bound by 10 all the terms of this Stipulated Protective
Order and I understand and acknowledge 11 that failure to so comply could expose me to
sanctions and punishment in the nature 12 of contempt. I solemnly promise that I will not disclose
in any manner any 13 information or item that is subject to this Stipulated Protective Order to any
person 14 or entity except in strict compliance with the provisions of this Order. 15 I further agree
to submit to the jurisdiction of the United States District Court 16 for the Central District of

California for the purpose of enforcing the terms of this 17 Stipulated Protective Order, even if such enforcement proceedings occur after 18 termination of this action. I hereby appoint [print or 19 type full name] of [print or type full address and 20 telephone number] as my California agent for service of process in connection with 21 this action or any proceedings related to enforcement of this Stipulated Protective 22 Order. 23 Date: 24 City and State where sworn and signed: 25 Printed Name: 26 Signature: 27 28