

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Estate of Adam Preston Adams v. County of San Bernardino

No. 5:24-cv-01447-KK-(SHKx), United States District Court for the Central District of California (June 13, 2025)

SUMMARY

This document is an amended stipulated protective order entered in the United States District Court for the Central District of California in Estate of Adam Preston Adams v. County of San Bernardino, Case No. 5:24-cv-01447-KK-(SHKx). It governs the designation, disclosure, use, challenge, handling, and final disposition of confidential discovery materials, including medical records and law-enforcement personnel and investigative materials. The order was stipulated by counsel on June 11, 2025, and ordered by Magistrate Judge Shashi H. Kewalramani on June 13, 2025.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Shashi H. Kewalramani
DECIDED	June 13, 2025
DOCKET	5:24-cv-01447-KK-(SHKx)
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of an amended protective order governing confidential discovery materials, and the court entered the order for good cause shown.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Estate of Adam Preston Adams, by and through successor in interest Jennifer Quintero, Jennifer Quintero, individually v. County of San Bernardino, San Bernardino County Sheriff's Department, Sheriff Shannon D. Dicus, Brett Chandler, Brett Patten, Antonio Acosta, Marco Barragan, Chris Kelly, Angel Munoz, Haley English, Jeffrey Haga, Does 1 through 10

TOPICS

- discovery dispute
- privilege
- attorney client privilege
- medical records privacy
- civil procedure

PRACTICE AREAS

civil procedure

civil rights

evidence

health law

municipal law

QUESTIONS PRESENTED

1. Whether good cause existed under Federal Rule of Civil Procedure 26(c) to enter an amended stipulated protective order governing confidential discovery materials.
2. What procedures and limitations should govern designation, challenge, disclosure, use, subpoena response, inadvertent production, filing under seal, and disposition of protected discovery materials.

HOLDINGS

1. Good cause existed to enter the parties' amended stipulated protective order covering qualifying confidential discovery materials.
2. Protected material may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to persons and under the conditions specified in the protective order.
3. Designating parties must limit confidentiality designations to specific material qualifying for protection, and the designating party bears the burden of persuasion in a challenge to a designation.
4. The protective order does not itself authorize filing protected material under seal; a party seeking to file such material under seal must comply with Central District of California Local Rule 79-5 and obtain a court order authorizing the sealing of the specific material.
5. After final disposition, receiving parties must return or destroy protected material within 60 days of a written request, subject to the order's archival-copy exception, and violations may be punished through contempt proceedings or monetary sanctions.

KEY QUOTATIONS

“Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.” (§ 12.3)

“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.” (§ 7.1)

“The burden of persuasion in any such challenge proceeding shall be on the Designating Party.” (§ 6.3)

FACTUAL BACKGROUND

Discovery in the action is expected to involve confidential medical and personal records, including medical and mental-health records, autopsy reports, HIPAA-protected information, and personal-identifying information. It is also expected to involve peace-officer personnel records, investigative materials, internal evaluations, legal communications, and other materials asserted to implicate privacy and privilege interests. The parties jointly concluded that confidentiality protections were necessary to facilitate discovery while limiting risks to privacy, safety, law-enforcement functions, and privileged communications.

PROCEDURAL HISTORY

This federal civil-rights action was pending in the Central District of California. The parties jointly stipulated and petitioned for a protective order because discovery was expected to involve medical, mental-health, autopsy, personal-identifying, law-enforcement personnel, investigative, and privileged materials. The magistrate judge approved and entered the amended stipulated protective order on June 13, 2025.

DISPOSITION

other

CASES CITED

- Sanchez v. Santa Ana Police Department, 936 F.2d 1027, 1033-34 (9th Cir. 1990)
- Hallion v. City of Stockton, 2012 U.S. Dist. LEXIS 14665, at *2-3, *12-13 (E.D. Cal. 2012)
- Soto v. City of Concord, 162 F.R.D. 603, 613 n.4, 616 (N.D. Cal. 1995)
- Kelly v. City of San Jose, 114 F.R.D. 654, 668-71 (N.D. Cal. 1987)
- Maricopa Audubon Society v. U.S. Forest Service, 108 F.3d 1089, 1092-95 (9th Cir. 1997)
- Tuite v. Henry, 181 F.R.D. 175, 176-77 (D.D.C. 1998)
- Admiral Insurance Co. v. U.S. District Court, 881 F.2d 1486, 1492, 1495 (9th Cir. 1989)
- Lybarger v. City of Los Angeles, 40 Cal. 3d 822, 828-30 (1985)

OPINION

Estate of Adam Preston Adams v. County of San Bernardino

PER CURIAM.

1 || Eugene P. Ramirez (State Bar No. 134865) 9 || eugene.ramirez@manningkass.com Kayleigh A. Andersen (State Bar No. 306442) 3 || kayleigh.andersen@manningkass.com 4 David L. Fleck (State Bar No. 192912) david.fleck@manningkass.com

5 || MANNING & KASS

6 ELLROD, RAMIREZ, TRESTER LLP

801 S. Figueroa St, 15" Floor 7||Los Angeles, California 90017-3012 8 Telephone: (213) 624-6900 Facsimile: (213) 624-6999 9 10 Attorneys for Defendants San Bernardino County, San Bernardino 2 11 || County Sheriff's Department, Sheriff =< Shannon D. Dicus, Brett Chandler, Brett © Patten, Antonio Acosta, Marco Barragan, = 13 || Chris Kelly, Angel Munoz, Haley English, 2 14 || and Jeffrey Haga

= 15 UNITED STATES DISTRICT COURT

16 CENTRAL DISTRICT OF CALIFORNIA

iM ESTATE OF ADAM PRESTON Case No. 5:24-cv-01447-KK-(SHKx) || ADAMS, by and through successor in Assigned to Hon. Kenly Kiya Kato 19 interest, Jennifer Quintero; JENNIFER Magistrate Shashi H. Kewlaramani QUINTERO, individually, 20

as AMENDED STIPULATED

21 Plaintiff, PROTECTIVE 22 y. ORDER 23

COUNTY OF SAN BERNARDINO, a

24 || public entity; SAN BERNARDINO

95 || COUNTY SHERIFF'S

DEPARTMENT, a public entity;

26 || SHERIFF SHANNON D. DICUS, an

77 || individual; and DOES 1 through 10, inclusive, 28 Defendants. I Discovery in this action is likely to involve production of confidential, 2 || proprietary, or private information for which special protection from public 3 || disclosure and from use for any purpose other than prosecuting this litigation may 4 || be warranted. Accordingly, the parties hereby stipulate to and petition the Court to 5 || enter the following Stipulated Protective Order. The parties acknowledge that this 6 || Order does not confer blanket protections on all disclosures or responses to 7 || discovery and that the protection it affords from public disclosure and use extends 8 || only to the limited information or items that are entitled to confidential treatment 9 || under the applicable legal principles. The parties further acknowledge, as set forth in 10 || Section 12.3, below, that this Stipulated Protective Order does not entitle them to 2 11 || file confidential information under seal; Civil Local Rule 79-5 sets forth the x 12 || procedures that must be followed and the standards that will be applied when a party 13 || seeks permission from the court to file material under seal.

S 14)/1. GOOD CAUSE STATEMENT

15 This action is expected to involve the disclosure of highly sensitive and 16 || confidential information, including both (1) medical and personal records and (2) 17 || law enforcement personnel records and related materials. The parties agree that 18 || special protection from public disclosure—and from use for any purpose other than 19 || the prosecution of this case—is warranted. 20 1.1 Medical and Personal Confidential Information 21 This case may involve the production of private medical and mental health 22 || records, autopsy reports, and other sensitive documents related to the death at issue. 23 || These records include, but are not limited to, HIPAA-protected health care 24 || information, as well as confidential information concerning third parties and non- 25 || parties. The parties further anticipate the disclosure of personal identifying 26 || information, background investigation materials, and other documents generally 27 || unavailable to the public or protected by law. 28 The parties agree that such materials are protected under federal and state 1 || privacy laws, including the Health Insurance Portability and Accountability Act 2 || HIPAA), and should not be disclosed outside the litigation. The need to preserve 3 || the confidentiality of this information, particularly with respect to individuals not 4 || party to the action, supports the entry of a protective order. 5 1.2 Law Enforcement Personnel Records and Privileged Law 6 Enforcement Materials 7 Separately, Defendants contend that good cause exists for a protective order 8 || to prevent the disclosure of peace officer personnel records and associated 9 || investigative materials. These records include internal police procedures, 10 ||

investigative analyses, and legal communications, the release of which could harm 2 11 || public safety, impair law enforcement functions, and intrude on officers' privacy. x 12 First, Defendants assert that peace officers have a reasonable expectation of 13 || privacy in their personnel records, a protection recognized under both federal law S\$ 14 || and California's Pitchess statutes. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 15 || 1027, 1033-34 (9th Cir. 1990); *Hallion v. City of Stockton*, 2012 U.S. Dist. LEXIS 16 || 14665, at *2—3, *12-13 (E.D. Cal. 2012); *Soto v. City of Concord*, 162 F.R.D. 603, 17 || 613 n.4, 616 (N.D. Cal. 1995); cf. Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code 18 || §§ 1040-1047. They argue that unrestricted disclosure of these materials could 19 || endanger officers, non-party witnesses, and their families or associates. 20 Second, Defendants assert that these records are protected by several federal 21 || privileges, including the deliberative process privilege, the official information 22 || privilege, the law enforcement privilege, and the attorney-client privilege (and 23 || attorney work product doctrine). These privileges apply especially to materials 24 || involving internal evaluations, critical self-analysis, or legal advice, such as Internal 25 || Affairs reports, supervisory assessments, and documents prepared at the direction of 26 || counsel. See *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-71 (N.D. Cal. 1987); 27 || *Maricopa Audubon Soc'y v. U.S. Forest Serv.*, 108 F.3d 1089, 1092-95 (9th Cir. 28 || 1997); *Tuite v. Henry*, 181 F.R.D. 175, 176-77 (D.D.C. 1998); *Admiral Ins. Co. v. 1 || U.S. Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants contend that 2 || disclosure would undermine law enforcement's ability to obtain candid input from 3 || witnesses, conduct effective investigations, and implement necessary reforms. 4 Third, Defendants note that peace officers may be compelled to provide 5 || statements in connection with internal investigations, unlike private citizens. They 6 || argue that the involuntary nature of such disclosures makes public release 7 || fundamentally unfair. See *Lybarger v. City of Los Angeles*, 40 Cal. 3d 822, 828-30 8 || (1985); cf. ULS. Const. amend. V. 9 1.3. Joint Basis for Protective Order 10 The parties jointly agree that a protective order is necessary to facilitate the 2 11 || exchange of discovery while minimizing the risk of harm to privacy, safety, and x 12 || privilege interests. In the absence of such an order, sensitive and legally protected 13 || information may be improperly disclosed, creating needless complications and S\$ 14 || burdens for the Court. 15 Accordingly, the parties request entry of a protective order to expedite the 16 || flow of discovery, promote efficient resolution of confidentiality disputes, ensure 17 || appropriate use of confidential materials in preparation for and during trial, and 18 || govern the handling of such materials following the conclusion of litigation. 19 The parties further agree that no information will be designated confidential 20 || without a good-faith belief that it is non-public and subject to protection under 21 || applicable law. Confidential designations will not be made for tactical reasons or to 22 || obstruct discovery.

23 || 2. DEFINITIONS

24 2.1 Action: this pending federal law suit. 25 2.2 Challenging Party: a Party or Non-Party that challenges the 26 || designation of information or items under this Order. 27 23 "CONFIDENTIAL" Information or Items: information (regardless 28 || of how it is generated,

stored or maintained) or tangible things that qualify for 1 || protection under Federal Rule of Civil Procedure 26(c), and as specified above in 2 || the Good Cause Statement. 3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 4 || their support staff). 5 2.5 Designating Party: a Party or Non-Party that designates information or 6 || items that it produces in disclosures or in responses to discovery as

7 || “CONFIDENTIAL.”

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

*||3. SCOPE

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

M7 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations 19 imposed by this Order shall remain in effect until a Designating Party agrees 20 otherwise in writing or a court order otherwise directs. Final disposition shall be 71 deemed to be the later of (1) dismissal of all

claims and defenses in this Action, with 22 or without prejudice; and (2) final judgment herein after the completion and 23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 24 including the time limits for filing any motions or applications for extension of time 25 pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

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

appropriate x 12 || markings in the margins). 13 (b) for testimony given in depositions that the Designating Party identify the S\$ 14 || Disclosure or Discovery Material on the record, before the close of the deposition all 15 || protected testimony. 16 (c) for information produced in some form other than documentary and for 17 || any other tangible items, that the Producing Party affix in a prominent place on the 18 || exterior of the container or containers in which the information is stored the legend 19 || “CONFIDENTIAL.” If only a portion or portions of the information warrants 20 || protection, the Producing Party, to the extent practicable, shall identify the protected 21 || portion(s). 22 5.3. Inadvertent Failures to Designate. 23 If timely corrected, an inadvertent failure to designate qualified information 24 || or items does not, standing alone, waive the Designating Party’s right to secure 25 || protection under this Order for such material. 26 Upon timely correction of a designation, the Receiving Party must make 27 || reasonable efforts to assure that the material is treated in accordance with the 28 || provisions of this Order.

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 2 11 || Party has waived or withdrawn the confidentiality designation, all parties shall x 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 Ss 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). Protected Material must be stored and maintained by a Receiving 23 || Party at a location and in a secure manner that ensures that access is limited to the 24 || persons authorized under this Order. 25 7.2 Disclosure of ““CONFIDENTIAL?” Information or Items. Unless 26 || otherwise ordered by the court or permitted in writing by the Designating Party, a 27 || Receiving Party may disclose any information or item designated 28 || “CONFIDENTIAL” only to: 1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as 2 ||employees of said Outside Counsel of Record to whom it is reasonably necessary to 3 || disclose the information for this Action; 4 (b) the officers, directors, and employees (including House Counsel) of the 5 || Receiving Party to whom disclosure is reasonably necessary for this

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

27 ||8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
28 || IN OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation 2 || that compels disclosure of any information or items designated in this Action as 3 || “CONFIDENTIAL,” that Party must: 4 (a) promptly notify in writing the Designating Party. Such notification shall 5 || include a copy of the subpoena or court order; 6 (b) promptly notify in writing the party who caused the subpoena or order to 7 || issue in the other litigation that some or all of the material covered by the subpoena 8 || or order is subject to this Protective Order. Such notification shall include a copy of 9 || this Stipulated Protective Order; and 10 (c) cooperate with respect to all reasonable procedures sought to be pursued 2 11 || by the Designating Party whose Protected Material may be affected. If the x 12 || Designating Party timely seeks a protective order, the Party served with the 13 || subpoena or court order shall not produce any information designated in this action S\$ 14 || as “CONFIDENTIAL” before a determination by the court from which the 15 || subpoena or order issued, unless the Party has obtained the Designating Party’s 16 || permission. The Designating Party shall bear the burden and expense of seeking 17 || protection in that court of its confidential material and nothing in these provisions 18 || should be construed as authorizing or encouraging a Receiving Party in this Action 19 || to disobey a lawful directive from another court. 20 ||9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

|} PRODUCED IN THIS LITIGATION

22 9.1. The terms of this Order are applicable to information produced by a 23 || Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 24 || produced by Non-Parties in

connection with this litigation is protected by the 25 || remedies and relief provided by this Order. Nothing in these provisions should be 26 || construed as prohibiting a Non-Party from seeking additional protections. 27 9.2 In the event that a Party is required, by a valid discovery request, to 28 || produce a Non-Party's confidential information in its possession, and the Party is 1 || subject to an agreement with the Non-Party not to produce the Non-Party's 2 || confidential information, then the Party shall: 3 (1) promptly notify in writing the Requesting Party and the Non-Party 4 || that some or all of the information requested is subject to a confidentiality 5 || agreement with a Non-Party; 6 (2) promptly provide the Non-Party with a copy of the Stipulated 7 || Protective Order in this Action, the relevant discovery request(s), and a reasonably 8 || specific description of the information requested; and 9 (3) make the information requested available for inspection by the Non- 10 || Party, if requested. 2 11 9.3 If the Non-Party fails to seek a protective order from this court within x 12 || 14 days of receiving the notice and accompanying information, the Receiving Party 13 || may produce the Non-Party's confidential information responsive to the discovery 14 || request. If the Non-Party timely seeks a protective order, the Receiving Party shall = 15 || not produce any information in its possession or control that is subject to the 16 || confidentiality agreement with the Non-Party before a determination by the court. 17 || Absent a court order to the contrary, the Non-Party shall bear the burden and 18 || expense of seeking protection in this court of its Protected Material.

|| 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 21 || Protected Material to any person or in any circumstance not authorized under this 22 || Stipulated Protective Order, the Receiving Party must immediately (a) notify in 23 || writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 24 || to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 25 || persons to whom unauthorized disclosures were made of all the terms of this Order, 26 || and (d) request such person or persons to execute the "Acknowledgment and 27 || Agreement to Be Bound" that is attached hereto as Exhibit A.

28 || 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

1 || PROTECTED MATERIAL

2 When a Producing Party gives notice to Receiving Parties that certain 3 || inadvertently produced material is subject to a claim of privilege or other protection, 4 || the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 5 || Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 6 || may be established in an e-discovery order that provides for production without 7 || prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar 8 || as the parties reach an agreement on the effect of disclosure of a communication or 9 || information covered by the attorney-client privilege or work product protection, the 10 || parties may incorporate their agreement in the stipulated protective order submitted 2 11 || to the court.

12/12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of S 14 || any person to seek its modification by the Court in the future. 15 12.2 Right to Assert Other Objections. By stipulating to the entry of this 16 || Protective Order no Party waives any right it otherwise would have to object to 17 || disclosing or producing any information or item on any ground not addressed in this 18 || Stipulated Protective Order. Similarly, no Party waives any right to object on any 19 || ground to use in evidence of any of the material covered by this Protective Order. 20 12.3 Filing Protected Material. A Party that seeks to file under seal any 21 || Protected Material must comply with Civil Local Rule 79-5. Protected Material may 22 || only be filed under seal pursuant to a court order authorizing the sealing of the 23 || specific Protected Material at issue. If a Party's request to file Protected Material 24 || under seal is denied by the court, then the Receiving Party may file the information 25 || in the public record unless otherwise instructed by the court.

26 || 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within 60 28 || days of a written request by the Designating Party, each Receiving Party must return 1 || all Protected Material to the Producing Party or destroy such material. As used in 2 || this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 3 || summaries, and any other format reproducing or capturing any of the Protected 4 || Material. Whether the Protected Material is returned or destroyed, the Receiving 5 || Party must submit a written certification to the Producing Party (and, if not the same 6 || person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 7 || (by category, where appropriate) all the Protected Material that was returned or 8 || destroyed and (2) affirms that the Receiving Party has not retained any copies, 9 || abstracts, compilations, summaries or any other format reproducing or capturing any 10 || of the Protected Material. Notwithstanding this provision, Counsel are entitled to 2 11 || retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing x 12 || transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 13 || reports, attorney work product, and consultant and expert work product, even if such 14 || materials contain Protected Material. Any such archival copies that contain or 15 || constitute Protected Material remain subject to this Protective Order as set forth in || Section 4 (DURATION).

17|}14. VIOLATIONS

18 Any violation of this Order may be punished by any and all appropriate 19 || measures including, without limitation, contempt proceedings and/or monetary 20 || sanctions. 21)/\ 22/>\ 23 || \ 24 || \ 25 \ 26 || \ 27|\ 28 || \ 1 || IT IS SO STIPULATED THROUGH COUNSEL OF RECORD. 2

3 || DATED: June 11, 2025 GASTELUM LAW, APC

4 5 6 By: /s/ Christian Contreras Denisse O. Gastélum 7 Christian Contreras 8 Attorneys for Plaintiffs, Estate of Adam Preston Adams, by and through successor 9 in interest, Jennifer Quintero and Jennifer 10 Quintero 2 ill

DATED: June 11, 2025 MANNING & KASS

— 12 ELLROD, RAMIREZ, TRESTER LLP

© = 13 S 4 = 15 By: /s/ David L. Fleck Eugene P. Ramirez 16 Kayleigh A. Anderson 17 David L. Fleck Attorneys for Defendants, San Bernardino 18 County, San Bernardino County ☐☐☐☐☐☐☐☐
19 DepT., Sheriff Shannon D. Dicus, Brett Chandler, Brett Patten, Antonio Acosta, 20 Marco Barragan, Chris Kelly, Angel 71 Munoz, Haley English, and Jeffrey Haga 22 73 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 24

95 || DATED: 06/13/2025

26 \

SHASHI H. KEWALRAMANI

28 || United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 | I, [print or type full name], of 4 [print or type full address], 5 || declare under penalty of perjury that I have read in its entirety and understand the 6 || Stipulated Protective Order that was issued by the United States District Court for 7 || the Central District of California on [date] in the case of 8 || ESTATE OF ADAM PRESTON ADAMS, et al, v. COUNTY OF SAN

9 || BERNARDINO, et al, Case No. 5:24-cv-01447-KK-(SHKx). I agree to comply 10 || with and to be bound by all the terms of this Stipulated Protective Order and I 2 11 || understand and acknowledge that failure to so comply could expose me to sanctions x 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. I further agree to submit to the jurisdiction of the United 16 || States District Court for the Central District of California for the purpose of 17 || enforcing the terms of this Stipulated Protective Order, even if such enforcement 18 || proceedings occur after termination of this action. I hereby appoint 19 [print or type full name] of 20 [print or type full address and telephone 21 || number] as my California agent for service of process in connection with this action 22 || or any proceedings related to enforcement of this Stipulated Protective Order. 23 || Date: 24 || City and State where sworn and signed: 25 26 || Printed name: 27 28 || Signature: