

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Frank Villaran; Frank Thomas Villaran; Erica Simental,
individually and as guardian ad litem for Plaintiff Minors E.V. and
J.V.; Marisela Simental, individually and as guardian ad litem for
Plaintiff Minor L.S. v. County of San Bernardino; Does 1 through 10**

Villaran v. County of San Bernardino · No. 5:25-cv-00979-KK-DTB · Decided September 23, 2025

OPINION

Frank Villaran v. County of San Bernardino

PER CURIAM.

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COUNTY OF SAN BERNARDINO

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9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA

11 12 FRANK VILLARAN; FRANK Case No.: 5:25-cv-00979-KK-DTB 13 THOMAS
VILLARAN; ERICA Judge: Hon. Kenly Kiya Kato SIMENTAL, individually and as Magistrate
Judge: Hon. David T. Bristow 14 guardian ad litem for Plaintiff Minors 15 E.V. and J.V;
MARISELA SIMENTAL, individually and as 16 guardian ad litem for Plaintiff Minor

STIPULATED PROTECTIVE

17 LS., ORDER

18 Plaintiffs, 19 vs. 20 COUNTY OF SAN BERNARDINO; 21 and DOES 1 through 10,
inclusive, 22 Defendants. 23 24 25 26 27 28

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, 3 proprietary, or private
information for which special protection from public 4 disclosure and from use for any purpose
other than prosecuting this litigation may 5 be warranted. Accordingly, the parties hereby stipulate
to and petition the Court to 6 enter the following Stipulated Protective Order. The parties
acknowledge that this 7 Order does not confer blanket protections on all disclosures or responses
to 8 discovery and that the protection it affords from public disclosure and use extends 9 only to

the limited information or items that are entitled to confidential treatment 10 under the applicable legal principles. The parties further acknowledge, as set forth 11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to 12 file confidential information under seal; Civil Local Rule 79-5 sets forth the 13 procedures that must be followed and the standards that will be applied when a 14 party seeks permission from the court to file material under seal. 15

16 B. GOOD CAUSE STATEMENT

17 The Parties represent that pre-trial discovery in this case is likely to include 18 the production of information and/or documents that are confidential and/or 19 privileged including the production of peace officer personnel file information 20 and/or documents which the Parties agree includes: (1) Personal data, including 21 marital status, family members, educational and employment history, home 22 addresses, or similar information; (2) Medical history; (3) Election of employee 23 benefits; (4) Employee advancement, appraisal, or discipline; and (5) Complaints, 24 or investigations of complaints, concerning an event or transaction in which a peace 25 officer participated, or which a peace officer perceived, and pertaining to the 26 manner in which the peace officer performed his or her duties including compelled 27 statements by peace officers unless specifically denoted as “not confidential” 28 pursuant to Penal Code section 832.7. Defendants contend that such information is 1 privileged as official information. *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 2 1033 (9th Cir. Cal. 1990); see also *Kerr v. United States Dist. Ct. for N.D. Cal.*, 511 3 F.2d 192, 198 (9th Cir.1975), *aff'd*, 426 U.S. 394, 96 S.Ct. 2119, 48 L.Ed.2d 725 4 (1976). Further, discovery may require the production of certain San Bernardino 5 County Sheriffs’ Department Policies, Procedures and logs not available to the 6 public and the public disclosure of which could comprise officer safety, raise 7 security issues, and/or impede investigations. Peace officer personnel file 8 information and/or documents and security-sensitive policies and procedures are 9 hereinafter referred to as "Confidential Information". 10 Defendants contend that that public disclosure of such material poses a 11 substantial risk of embarrassment, oppression and/or physical harm to peace 12 officers whose Confidential Information is disclosed. The Parties further agree that 13 the risk of harm to peace officers is greater than with other government employees 14 due to the nature of their profession. Finally, the Defendants contend that the 15 benefit of public disclosure of Confidential Information is minimal while the 16 potential disadvantages are great. 17 Accordingly, good cause exists for entry of this Protective Order to facilitate 18 pre-trial disclosure while assuring the safety of these sensitive disclosures. See Fed. 19 R. Civ. Proc. 26(c). 20

21 2. DEFINITIONS

22 2.1 Action: This pending federal lawsuit. 23 2.2 Challenging Party: A Party or Non-Party that challenges the 24 designation of information or items under this Order. 25 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of 26 how it is generated, stored or maintained) or tangible things that qualify for 27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 28 the Good Cause Statement. 1 2.4 Counsel: Outside

Counsel of Record and House Counsel (as well as 2 their support staff). 3 2.5 Designating Party: A Party or Non-Party that designates information 4 or items that it produces in disclosures or in responses to discovery as

5 “CONFIDENTIAL.”

6 2.6 Disclosure or Discovery Material: All items or information, regardless 7 of the medium or manner in which it is generated, stored, or maintained (including, 8 among other things, testimony, transcripts, and tangible things), that are produced 9 or generated in disclosures or responses to discovery in this matter. 10 2.7 Expert: A person with specialized knowledge or experience in a matter 11 pertinent to the litigation who has been retained by a Party or its counsel to serve as 12 an expert witness or as a consultant in this Action. 13 2.8 House Counsel: Attorneys who are employees of a party to this 14 Action. House Counsel does not include Outside Counsel of Record or any other 15 outside counsel. 16 2.9 Non-Party: Any natural person, partnership, corporation, association, 17 or other legal entity not named as a Party to this action. 18 2.10 Outside Counsel of Record: Attorneys who are not employees of a 19 party to this Action but are retained to represent or advise a party to this Action and 20 have appeared in this Action on behalf of that party or are affiliated with a law firm 21 which has appeared on behalf of that party, and includes support staff. 22 2.11 Party: Any party to this Action, including all of its officers, directors, 23 employees, consultants, retained experts, and Outside Counsel of Record (and their 24 support staffs). 25 2.12 Producing Party: A Party or Non-Party that produces Disclosure or 26 Discovery Material in this Action. 27 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 Material 8 from a Producing Party. 9

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only 12 Protected Material (as defined above), but also (1) any information copied or 13 extracted from Protected Material; (2) all copies, excerpts, summaries, or 14 compilations of Protected Material; and (3) any testimony, conversations, or 15 presentations by Parties or their Counsel that might reveal Protected Material. Any 16 use of Protected Material at trial shall be governed by the orders of the trial judge. 17 This Order does not govern the use of Protected Material at trial. 18

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations 21 imposed by this Order shall remain in effect until a Designating Party agrees 22 otherwise in writing or a court order otherwise directs. Final disposition shall be 23 deemed to be the later of (1) dismissal of all claims and defenses in this Action, 24 with or without prejudice; and (2) final judgment herein after the completion and 25 exhaustion of all appeals, rehearings, remands, trials, or reviews of

this Action, 26 including the time limits for filing any motions or applications for extension of time 27 pursuant to applicable law. 28

1 5. DESIGNATING PROTECTED MATERIAL

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

produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s). 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to: (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action; (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be

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

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

5 PRODUCED IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation 7 that compels disclosure of any information or items designated in this Action as 8 “CONFIDENTIAL,” that Party must: 9 (a) promptly notify in writing the Designating Party. Such notification shall 10 include a copy of the subpoena or court order; 11 (b) promptly notify in writing the party who caused the subpoena or order to 12 issue in the other litigation that some or all of the material covered by the subpoena 13 or order is subject to this Protective Order. Such notification shall include a copy of 14 this Stipulated Protective Order; and 15 (c) cooperate with respect to all reasonable procedures sought to be pursued 16 by the Designating Party whose Protected Material may be affected. If the 17 Designating Party timely seeks a protective order, the Party served with the 18 subpoena or court order shall not produce any information designated in this action 19 as “CONFIDENTIAL” before a determination by the court from which the 20 subpoena or order issued, unless the Party has obtained the Designating Party’s 21 permission. The Designating Party shall bear the burden and expense of seeking 22 protection in that court of its confidential material and nothing in these provisions 23 should be construed as authorizing or encouraging a Receiving Party in this Action 24 to disobey a lawful directive from another court. 25 26 27 28

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 Non- 4 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-Party 13 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 19 Non-Party, if requested. 20 (c) If the Non-Party fails to seek a protective order from this court within 14 21 days of receiving the notice and accompanying information, the Receiving Party 22 may produce the Non-Party's confidential information responsive to the discovery 23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 24 not produce any information in its possession or control that is subject to the 25 confidentiality agreement with the Non-Party before a determination by the court. 26 Absent a court order to the contrary, the Non-Party shall bear the burden and 27 expense of seeking protection in this court of its Protected Material. 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 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain 14 inadvertently produced material is subject to a claim of privilege or other 15 protection, the obligations of the Receiving Parties are those set forth in Federal 16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify 17 whatever procedure may be established in an e-discovery order that provides for 18 production without prior privilege review. Pursuant to Federal Rule of Evidence 19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure 20 of a communication or information covered by the attorney-client privilege or work 21 product protection, the parties may incorporate their agreement in the stipulated 22 protective order submitted to the court. 23

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. 26 Nothing in this Order abridges the right of any person to seek its 27 modification by the Court in the future. 28 1 12.2 Right to Assert Other Objections. 2 By

stipulating to the entry of this Protective Order no Party waives any right 3 it otherwise would have to object to disclosing or producing any information or 4 item on any ground not addressed in this Stipulated Protective Order. Similarly, no 5 Party waives any right to object on any ground to use in evidence of any of the 6 material covered by this Protective Order. 7 12.3 Filing Protected Material. 8 A Party that seeks to file under seal any Protected Material must comply with 9 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a 10 court order authorizing the sealing of the specific Protected Material at issue. If a 11 Party's request to file Protected Material under seal is denied by the court, then the 12 Receiving Party may file the information in the public record unless otherwise 13 instructed by the court. 14

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60 17 days of a written request by the Designating Party, each Receiving Party must 18 return all Protected Material to the Producing Party or destroy such material. As 19 used in this subdivision, "all Protected Material" includes all copies, abstracts, 20 compilations, summaries, and any other format reproducing or capturing any of the 21 Protected Material. Whether the Protected Material is returned or destroyed, the 22 Receiving Party must submit a written certification to the Producing Party (and, if 23 not the same person or entity, to the Designating Party) by the 60 day deadline that 24 (1) identifies (by category, where appropriate) all the Protected Material that was 25 returned or destroyed and (2) affirms that the Receiving Party has not retained any 26 copies, abstracts, compilations, summaries or any other format reproducing or 27 capturing any of the Protected Material. Notwithstanding this provision, Counsel 28 are entitled to retain an archival copy of all pleadings, motion papers, trial, 1 deposition, and hearing transcripts, legal memoranda, correspondence, deposition 2 and trial exhibits, expert reports, attorney work product, and consultant and expert 3 work product, even if such materials contain Protected Material. Any such archival 4 copies that contain or constitute Protected Material remain subject to this Protective 5 Order as set forth in Section 4 (DURATION). 6

7 14. VIOLATIONS OF ORDER

8 Any violation of this Order may be punished by any and all appropriate 9 measures including, without limitation, contempt proceedings and/or monetary 10 sanctions. 11

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

12 13 Dated: September 23, 2025 JONES MAYER 14 Denise Lynch Rocawich 15 By: /s/

JAMES R. TOUCHSTONE

16 DENISE L. ROCAWICH

Attorneys for Defendants County of San 17 Bernardino 18 19 20 Dated: September 23, 2025
LAW OFFICE OF GREGORY PEACOCK 21 22 23 By: /s/ Gregory Peacock

GREGORY PEACOCK

24 Attorneys for Plaintiffs Frank Villaran, Frank Thomas Villaran, Erica Simental, 25 E.V., J.V;
Marisela Simental, L.S. 26 27 28 1 | FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2 ip pe

DATED: September 23, 2025 5 United States Magistrate Judge 6 7 8 9 10 11 12 13 14 15 16 17
18 19 20 21 22 23 24 25 26 27 28 -15-

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 that
I 5 have read in its entirety and understand the Stipulated Protective Order that was 6 issue by the
United States District Court for the Central District of California on 7 _____ [Date] in the
case of Frank Villaran et al. v. County of San 8 Bernardino, Case No. 5:25-cv-00979-KK-DTB. I
agree to comply with and to be 9 bound by all the terms of this Stipulated Protective Order and I
understand and 10 acknowledge that failure to so comply could expose me to sanctions and 11
punishment in the nature of contempt. I solemnly promise that I will not disclose in 12 any
manner any information or item that is subject to this Stipulated Protective 13 Order to any person
or entity except in strict compliance with the provisions of this 14 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