

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Isael Orellana, et al. v. Los Angeles County Sheriff's Department, et
al.**

Orellana · No. 2:24-cv-09002-MWC-PVCx · Decided September 8, 2025

OPINION

Isael Orellana v. Los Angeles County Sheriffs Department

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11 ISABEL ORELLANA, an individual;) Case No. 2:24-cv-09002-MWC-PVCx

MARGARITA NAVARRO, an)

12 individual; BRIAN ORELLANA,) STIPULATED PROTECTIVE ORDER an individual; and

EMILY) 13 ORELLANA, an individual,)) 14) Plaintiffs,) 15) v.) 16)

LOS ANGELES COUNTY)

17 SHERIFF'S DEPARTMENT, a)

public entity; JUAN TORRES, an) 18 individual, COUNTY OF LOS) ANGELES, a public

entity; and) 19 DOES 1 to 10, inclusive,)) 20 Defendants.)) 21)

22 1. INTRODUCTION

23 1.1 PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential, 25 proprietary, or

private information for which special protection from public 26 disclosure and from use for any

purpose other than prosecuting this litigation may 27 be warranted. Accordingly, the parties

hereby stipulate to and petition the Court to 28 enter the following Stipulated Protective Order.

The parties acknowledge that this 1 Order does not confer blanket protections on all disclosures or

responses to 2 discovery and that the protection it affords from public disclosure and use extends 3

only to the limited information or items that are entitled to confidential treatment 4 under the

applicable legal principles. The parties further acknowledge, as set forth 5 in Section 12.3, below,

that this Stipulated Protective Order does not entitle them 6 to file confidential information under

seal; Civil Local Rule 79-5 sets forth the 7 procedures that must be followed and the standards

that will be applied when a 8 party seeks permission from the court to file material under seal.

9 1.2 GOOD CAUSE STATEMENT

10 The parties submit that there is good cause and a particularized need for a 11 protective order

to preserve the interests of confidentiality and privacy in peace 12 officer personnel file records

and associated investigative or confidential records. 13 Peace officers have a federal privilege of privacy in their personnel file 14 records: a reasonable expectation of privacy therein that is underscored, specified, 15 and arguably heightened by the Pitchess protective procedure of California law. 16 See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); 17 *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13 (E.D. Cal. 18 2012) (concluding that “while “[f]ederal law applies to privilege based discovery 19 disputes involving federal claims,” the “state privilege law which is consistent with 20 its federal equivalent significantly assists in applying [federal] privilege law to 21 discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D.

22 Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not 23 inconsequential” in their police personnel records); cf. Cal. Penal Code §§ 832.7, 24 832.8; Cal. Evid. Code §§ 1040-1047. Unrestricted disclosure of such personnel 25 file information could potentially threaten the safety of non-party witnesses, 26 officers, and their families/associates. 27 Second, municipalities and law enforcement agencies have federal 28 deliberative-executive process privilege, federal official information privilege, 1 federal law enforcement privilege, and federal attorney-client privilege (and/or 2 attorney work product protection) interests in the personnel files of their peace 3 officers – particularly as to those portions of peace officer personnel files that 4 contain critical self-analysis, internal deliberation/decision-making or 5 evaluation/analysis, or communications for the purposes of obtaining or rendering 6 legal advice or analysis – potentially including but not limited to evaluative / 7 analytical portions of Internal Affairs type records or reports, evaluative / 8 analytical portions of supervisory records or reports, and/or reports prepared at the 9 direction of counsel, or for the purpose of obtaining or rendering legal advice 10 Defendants further contend that municipalities and law enforcement agencies have 11 duties to respect the privacy rights of officers and third parties to this litigation, and 12 such duties may bear on the course of discovery in this matter. See *Sanchez*, 936 13 F.2d at 1033-1034; *Maricopa Audubon Soc’y v. United States Forest Serv.*, 108 14 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. 15 City of San Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 16 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 17 89702 (D. Or. 2007); *Admiral Ins. Co. v. United States Dist. Ct.*, 881 F.2d 1486, 18 1492, 1495 (9th Cir. 1988). Defendants further contend that such personnel file 19 records are restricted from disclosure by the public entity’s custodian of records 20 pursuant to applicable California law and that uncontrolled release is likely to 21 result in needless intrusion of officer privacy; impairment in the collection of third- 22 party witness information and statements and related legitimate law enforcement 23 investigations/interests; and a chilling of open and honest discussion regarding 24 and/or investigation into alleged misconduct that can erode a public entity’s ability 25 to identify and/or implement any remedial measures that may be required. 26 Third, because peace officers do not have the same rights as other private 27 citizens to avoid giving compelled statements, it is

contrary to the fundamental principles of fairness to permit uncontrolled release of officers' compelled statements. See generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828- 2 830 (1985); cf. U.S. Const., amend V. 3 Finally, the parties submit that there is a further need for a protective order 4 because of the criminal charges that are pending against Plaintiff Isael Orellana. 5 Accordingly, without a protective order preventing such, production of 6 confidential records in the case can and will likely substantially impair and harm 7 the public entity's interests in candid self-critical analysis, frank internal 8 deliberations, obtaining candid information from witnesses, preserving the safety 9 of witnesses, preserving the safety of peace officers and peace officers' families 10 and associates, protecting the privacy officers of peace officers, and preventing 11 pending investigations from being detrimentally undermined by publication of 12 private, sensitive, or confidential information – as can and often does result in 13 litigation. 14 It is the intent of the parties that information will not be designated as 15 confidential for tactical reasons and that nothing be so designated without a good 16 faith belief that it has been maintained in a confidential, non-public manner, and 17 there is good cause why it should not be part of the public record of this case.

18 2. DEFINITIONS

19 2.1 Action: This pending federal lawsuit. 20 2.2 Challenging Party: a Party or Non-Party that challenges the 21 designation of information or items under this Order. 22 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 23 how it is generated, stored or maintained) or tangible things that qualify for 24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 25 the Good Cause Statement. 26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 27 their support staff). 28 2.5 Designating Party: a Party or Non-Party that designates information 1 or items that it produces in disclosures or in responses to discovery as

2 "CONFIDENTIAL."

3 2.6 Disclosure or Discovery Material: all items or information, regardless 4 of the medium or manner in which it is generated, stored, or maintained (including, 5 among other things, testimony, transcripts, and tangible things), that are produced 6 or generated in disclosures or responses to discovery in this matter. 7 2.7 Expert: a person with specialized knowledge or experience in a 8 matter pertinent to the litigation who has been retained by a Party or its counsel to 9 serve as an expert witness or as a consultant in this Action. 10 2.8 House Counsel: attorneys who are employees of a party to this 11 Action. House Counsel does not include Outside Counsel of Record or any other 12 outside counsel. 13 2.9 Non-Party: any natural person, partnership, corporation, association, 14 or other legal entity not named as a Party to this action. 15 2.10 Outside Counsel of Record: attorneys who are not employees of a 16 party to this Action but are retained to represent or advise a party to this Action 17 and have appeared in this Action on behalf of that party or are affiliated with a law 18 firm which has appeared on behalf of that party, and includes support staff. 19 2.11 Party: any party to this Action, including all of its officers,

directors, 20 employees, consultants, retained experts, and Outside Counsel of Record (and their 21 support staffs). 22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 23 Discovery Material in this Action. 24 2.13 Professional Vendors: persons or entities that provide litigation 25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or 26 demonstrations, and organizing, storing, or retrieving data in any form or medium) 27 and their employees and subcontractors. 28 2.14 Protected Material: any Disclosure or Discovery Material that is 1 designated as “CONFIDENTIAL.” 2 2.15 Receiving Party: a Party that receives Disclosure or Discovery 3 Material from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only 6 Protected Material (as defined above), but also (1) any information copied or 7 extracted from Protected Material; (2) all copies, excerpts, summaries, or 8 compilations of Protected Material; and (3) any testimony, conversations, or 9 presentations by Parties or their Counsel that might reveal Protected Material. 10 Any use of Protected Material at trial will be governed by the orders of the 11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations 14 imposed by this Order will remain in effect until a Designating Party agrees 15 otherwise in writing or a court order otherwise directs. Final disposition will be 16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, 17 with or without prejudice; and (2) final judgment herein after the completion and 18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 19 including the time limits for filing any motions or applications for extension of 20 time pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. 23 Each Party or Non-Party that designates information or items for protection under 24 this Order must take care to limit any such designation to specific material that 25 qualifies under the appropriate standards. The Designating Party must designate 26 for protection only those parts of material, documents, items, or oral or written 27 communications that qualify so that other portions of the material, documents, 28 items, or communications for which protection is not warranted are not swept 1 unjustifiably within the ambit of this Order. 2 Mass, indiscriminate, or routinized designations are prohibited. 3 Designations that are shown to be clearly unjustified or that have been made for an 4 improper purpose (e.g., to unnecessarily encumber the case development process 5 or to impose unnecessary expenses and burdens on other parties) may expose the 6 Designating Party to sanctions. 7 If it comes to a Designating Party’s attention that information or items that it 8 designated for protection do not qualify for protection, that Designating Party must 9 promptly notify all other Parties that it is withdrawing the inapplicable designation. 10 5.2 Manner and Timing of Designations. Except as otherwise provided in 11 this Order (see, e.g., second

paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection will be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the 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, will 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.

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 will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq. 6.3 The burden of persuasion in any such challenge proceeding will 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 will 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.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

23 PRODUCED IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation 25 that compels

disclosure of any information or items designated in this Action as 26 “CONFIDENTIAL,” that Party must: 27 (a) promptly notify in writing the Designating Party. Such notification will 28 include a copy of the subpoena or court order; 1 (b) promptly notify in writing the party who caused the subpoena or order to 2 issue in the other litigation that some or all of the material covered by the subpoena 3 or order is subject to this Protective Order. Such notification will include a copy of 4 this Stipulated Protective Order; and 5 (c) cooperate with respect to all reasonable procedures sought to be pursued 6 by the Designating Party whose Protected Material may be affected. 7 If the Designating Party timely seeks a protective order, the Party served 8 with the subpoena or court order will not produce any information designated in 9 this action as “CONFIDENTIAL” before a determination by the court from which 10 the subpoena or order issued, unless the Party has obtained the Designating Party’s 11 permission. The Designating Party will bear the burden and expense of seeking 12 protection in that court of its confidential material and nothing in these provisions 13 should be construed as authorizing or encouraging a Receiving Party in this Action 14 to disobey a lawful directive from another court.

15 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 16 PRODUCED IN THIS LITIGATION

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

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has 16 disclosed Protected

Material to any person or in any circumstance not authorized 17 under this Stipulated Protective Order, the Receiving Party must immediately (a) 18 notify in writing the Designating Party of the unauthorized disclosures, (b) use its 19 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform 20 the person or persons to whom unauthorized disclosures were made of all the terms 21 of this Order, and (d) request such person or persons to execute the 22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit 23 A.

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR

25 OTHERWISE PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain 27 inadvertently produced material is subject to a claim of privilege or other 28 protection, the obligations of the Receiving Parties are those set forth in Federal 1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify 2 whatever procedure may be established in an e-discovery order that provides for 3 production without prior privilege review. Pursuant to Federal Rule of Evidence 4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure 5 of a communication or information covered by the attorney-client privilege or 6 work product protection, the parties may incorporate their agreement in the 7 stipulated protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of 10 any person to seek its modification by the Court in the future. 11 12.2 Right to Assert Other Objections. By stipulating to the entry of this 12 Protective Order no Party waives any right it otherwise would have to object to 13 disclosing or producing any information or item on any ground not addressed in 14 this Stipulated Protective Order. Similarly, no Party waives any right to object on 15 any ground to use in evidence of any of the material covered by this Protective 16 Order. 17 12.3 Filing Protected Material. A Party that seeks to file under seal any 18 Protected Material must comply with Civil Local Rule 79-5. Protected Material 19 may only be filed under seal pursuant to a court order authorizing the sealing of the 20 specific Protected Material at issue. If a Party's request to file Protected Material 21 under seal is denied by the court, then the Receiving Party may file the information 22 in the public record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 25 60 days of a written request by the Designating Party, each Receiving Party must 26 return all Protected Material to the Producing Party or destroy such material. As 27 used in this subdivision, “all Protected Material” includes all copies, abstracts, 28 compilations, summaries, and any other format reproducing or capturing any of the 1 || Protected Material. Whether the Protected Material is returned or destroyed, the 2 ||Receiving Party must submit a written certification to the Producing Party (and, if 3 the same person or entity, to the Designating Party) by the 60 day deadline that 4 ||(1) identifies (by category, where appropriate) all the Protected Material that was

5 returned or destroyed and (2) affirms that the Receiving Party has not retained any 6 || copies, abstracts, compilations, summaries or any other format reproducing or 7 || capturing any of the Protected Material. Notwithstanding this provision, Counsel g entitled to retain an archival copy of all pleadings, motion papers, trial, 9 || deposition, and hearing transcripts, legal memoranda, correspondence, deposition 10 |and trial exhibits, expert reports, attorney work product, and consultant and expert 11 || work product, even if such materials contain Protected Material. Any such 12 archival copies that contain or constitute Protected Material remain subject to this 13 || Protective Order as set forth in Section 4 (DURATION). 14 14. Any willful violation of this Order may be punished by civil or 15 |}criminal contempt proceedings, financial or evidentiary sanctions, reference to 16 || disciplinary authorities, or other appropriate action at the discretion of the Court. 17

18 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS

19 || SO ORDERED. 20

21 fu DATED: September 8, 2025 2 HON. PEDRO V. CASTILLO. 23 United States Magistrate Judge 24 25 26 27 28 _14- 1

2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [full name], of _____ 5
_____ [full 6 address], declare
under penalty of perjury that I have read in its entirety and 7 understand the Stipulated Protective Order that was issued by the United States 8 District Court for the Central District of California on _____ [date] in 9 the case of Isael Orellana, et al. v. Los Angeles County Sheriff's Department, et 10 al., United States District Court case number 2:24-cv-09002-MWC-PVC. I agree 11 to comply with and to be bound by all the terms of this Stipulated Protective Order 12 and I understand and acknowledge that failure to so comply could expose me to 13 sanctions and punishment in the nature of contempt. I solemnly promise that I will 14 not disclose in any manner any information or item that is subject to this Stipulated 15 Protective Order to any person or entity except in strict compliance with the 16 provisions of this Order. 17 I further agree to submit to the jurisdiction of the United States District 18 Court for the Central District of California for the purpose of enforcing the terms 19 of this Stipulated Protective Order, even if such enforcement proceedings occur 20 after termination of this action. I hereby appoint _____ 21 [full name] of _____ 22 [full address and telephone number] as my California agent for service of 23 process in connection with this action or any proceedings related to enforcement of 24 this Stipulated Protective Order. 25 Date: _____ City and State where signed: _____ 26 Printed name: _____ 27 Signature: _____

