

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Dwyon Grant v. County of Riverside; Deputy McQueeney; and Doe
Deputies 1–10**

Grant v. County of Riverside · No. 5:25-cv-02558-SSS (Ex) · Decided December 23, 2025

SUMMARY

This document is a stipulated protective order entered in Dwyon Grant v. County of Riverside, Deputy McQueeney, and Doe Deputies 1–10. It governs the designation, handling, disclosure, challenge, filing, and final disposition of confidential discovery materials in the action, and was stipulated to by counsel and ordered by the United States District Court for the Central District of California on December 23, 2025.

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 11 DWYON GRANT, Case No.: 5:25-cv-02558-SSS (Ex) 12 STIPULATED
PROTECTIVE ORDER 13 Plaintiff, 14 Action Filed: September 16, 2025 Pretrial Conference:
XXX 15 v. Trial Date: XXX 16 Assigned to: 17 COUNTY OF RIVERSIDE; Hon. Sunshine
Suzanne Sykes 18 DEPUTY McQUEENEY; and DOE U.S. District Court Judge DEPUTIES 1 –
10, Courtroom 2 19 20 21 Defendants.

22 23 1. A. 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
be 27 warranted.

Accordingly, the parties hereby stipulate to and petition the Court to enter the 28 1 following
Stipulated Protective Order. The parties acknowledge that this Order does not 2 confer blanket
protections on all disclosures or responses to discovery and that the 3 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 legal 5 principles.

The parties further acknowledge, as set forth in Section 12.3, below, that this 6 Stipulated
Protective Order does not entitle them to file confidential information under 7 seal; Civil Local
Rule 79-5 sets forth the procedures that must be followed and the 8 standards that will be applied
when a party seeks permission from the court to file 9 material under seal.

10 11 B. GOOD CAUSE STATEMENT 12 In light of the nature of the claims and allegations in this case and the parties' 13 representations that discovery in this case will involve the production of confidential 14 records (including but not limited to employment/personnel records and information of 15 individually named Defendants and/or other employees of the County).

In addition, 16 Defendants anticipate conducting discovery as to Plaintiff's mental health history, as 17 well as any potential criminal history of Plaintiff and law enforcement interactions, 18 which may include disclosure of sealed, confidential or otherwise sensitive information. 19 In order to expedite the flow of information, to facilitate the prompt resolution of 20 disputes over confidentiality of discovery materials, to adequately protect information 21 the parties are entitled to keep confidential, to ensure that the parties are permitted 22 reasonable necessary uses of such material in connection with this action, to address 23 their handling of such material at the end of the litigation, and to serve the ends of 24 justice, a protective order for such information is justified in this matter.

The parties 25 shall not designate any information/documents as confidential without a good faith belief 26 that such information/documents have been maintained in a confidential, non-public 27 manner, and that there is good cause or a compelling reason why it should not be part of 28 the public record of this case. 1 2. DEFINITIONS 2 2.1 Action: Dwyon Grant v. County of Riverside, et al., USDC Case Number 3 55:25-cv-02558-SSS (Ex) 4 2.2 Challenging Party: a Party or Non-Party that challenges the designation of 5 information or items under this Order.

6 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how 7 it is generated, stored or maintained) or tangible things that qualify for protection 8 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 9 Statement. 10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or 13 items that it produces in disclosures or in responses to discovery as 14 "CONFIDENTIAL." 15 2.6 Disclosure or Discovery Material: all items or information, regardless 16 of the medium or manner in which it is generated, stored, or maintained (including, 17 among other things, testimony, transcripts, and tangible things), that are produced or 18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter 20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 21 expert witness or as a consultant in this Action. 22 2.8 House Counsel: attorneys who are employees of a party to this Action. 23 House Counsel does not include Outside Counsel of Record or any other outside 24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or 26 other legal entity not named as a Party to this action. 27 2.10 Outside Counsel of Record: attorneys who are not employees of a party 28 to this Action but are retained to represent or advise a party to this Action and have 1 appeared in this Action on behalf of that party or are affiliated with a law firm which has 2 appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors, 4 employees, consultants, retained experts, and Outside Counsel of Record (and their 5 support staffs). 6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 7 Discovery Material in this Action. 8 2.13 Professional Vendors: persons or entities that provide litigation support 9 services (e.g., photocopying, videotaping, translating, preparing exhibits or 10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and 11 their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is 13 designated as “CONFIDENTIAL.” 14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 15 from a Producing Party. 16 17 3. SCOPE 18 The protections conferred by this Stipulation and Order cover not only 19 Protected Material (as defined above), but also (1) any information copied or 20 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations 21 of Protected Material; and (3) any testimony, conversations, or presentations by 22 Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the trial 24 judge. This Order does not govern the use of Protected Material at trial. 25 26 4. DURATION 27 Should this Action proceed to trial or to a determination on its merits via a 28 F.R.C.P. Rule 56 motion, and in connection therewith any or all of the Protected 1 Material is offered as evidence, the disclosure after final disposition of Protected 2 Material offered as evidence shall be subject to *Kamakana v. City and County of 3 Honolulu*, 447 F.3d 1172, 1180–81 (9th Cir.

2006) (distinguishing “good cause” 4 showing for sealing documents produced in discovery from “compelling reasons” 5 standard when merits-related documents are submitted as part of court record), or the 6 controlling authority at the time of the requested disclosure. 7 Except for Protected Material offered in evidence as described in the preceding 8 paragraph, even after final disposition of this litigation the confidentiality obligations 9 imposed by this Order shall remain in effect until a Designating Party agrees otherwise 10 in writing, the confidential item or information has been de-designated in accordance 11 with Part VI, *infra*, or a court order otherwise directs.

Final disposition shall be deemed 12 to be the later of (1) dismissal of all claims and defenses in this Action, with or without 13 prejudice; and (2) final judgment herein after the completion and exhaustion of all 14 appeals, rehearing’s, remands, trials, or reviews of this Action, including the

time limits 15 for filing any motions or applications for extension of time pursuant to applicable law.

16 5. DESIGNATING PROTECTED MATERIAL 17 5.1 Exercise of Restraint and Care in Designating Material for Protection. 18 Each Party or Non-Party that designates information or items for protection under this 19 Order must take care to limit any such designation to specific material that qualifies 20 under the appropriate standards.

The Designating Party must designate for items, or 21 communications for which protection is not warranted are not swept unjustifiably 22 within the ambit of this Order. 23 Mass, indiscriminate, or routinized designations are prohibited. Designations that 24 are shown to be clearly unjustified or that have been made for an improper purpose (e.g., 25 to unnecessarily encumber the case development process or to impose unnecessary 26 expenses and burdens on other parties) may expose the Designating Party to sanctions.

27 If it comes to a Designating Party's attention that information or items that it 28 designated for protection do not qualify for protection, that Designating Party must 1 promptly notify all other Parties that it is withdrawing the inapplicable designation. 2 5.2 Manner and Timing of Designations. Except as otherwise provided in this 3 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or 4 ordered, Disclosure or Discovery Material that qualifies for protection under this Order 5 must be clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires: 7 (a) for information in documentary form (e.g., paper or electronic 8 documents, but excluding transcripts of depositions or other pretrial or trial 9 proceedings), that the Producing Party affix at a minimum, the legend 10 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 11 contains protected material.

If only a portion or portions of the material on a page 12 qualifies for protection, the Producing Party also must clearly identify the protected 13 portion(s) (e.g., by making appropriate markings in the margins). 14 A Party or Non-Party that makes original documents available for inspection need 15 not designate them for protection until after the inspecting Party has indicated which 16 documents it would like copied and produced.

During the inspection and before the 17 designation, all of the material made available for inspection shall be deemed 18 "CONFIDENTIAL." After the inspecting Party has identified the protection only those 19 parts of material, documents, items, or oral or written communications that qualify 20 so that other portions of the material, documents, documents it wants copied and 21 produced, the Producing Party must determine which documents, or portions thereof, 22 qualify for protection under this Order.

Then, before producing the specified documents 23 the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains 24 Protected Material. If only a portion or portions of the material on a page qualifies for 25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., 26 by making appropriate markings in the margins).

27 (b) for testimony given in depositions that the Designating Party identify 28 the Disclosure or Discovery Material on the record, before the close of the 1 deposition all protected testimony. 2 (c) for information produced in some form other than documentary and 3 for any other tangible items, that the Producing Party affix in a prominent place on the 4 exterior of the container or containers in which the information is stored the legend 5 “CONFIDENTIAL.” If only a portion or portions of the information warrants 6 protection, the Producing Party, to the extent practicable, shall identify the protected 7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure 9 to designate qualified information or items does not, standing alone, waive the 10 Designating Party’s right to secure protection under this Order for such material. Upon 11 timely correction of a designation, the Receiving Party must make reasonable efforts to 12 assure that the material is treated in accordance with the provisions of this Order.

13 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 16 designation of confidentiality at any time that is consistent with the Court’s 17 Scheduling Order. 18 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 19 resolution process under Local Rule 37.1 et seq. 20 6.3 The burden of persuasion in any such challenge proceeding shall be on the 21 Designating Party. Frivolous challenges, and those made for an improper purpose 22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 23 expose the Challenging Party to sanctions.

Unless the Designating Party has waived or 24 withdrawn the confidentiality designation, all parties shall continue to afford the 25 material in question the level of protection to which it is entitled under the 26 Producing Party’s designation until the Court rules on the challenge. 27 28 1

7. ACCESS TO AND USE OF PROTECTED MATERIAL 2 7.1 Basic Principles.

A Receiving Party may use Protected Material that is 3 disclosed or produced by another Party or by a Non-Party in connection with this Action 4 only for prosecuting, defending, or attempting to settle this Action. Such Protected 5 Material may be disclosed only to the categories of persons and under the conditions 6 described in this Order. When the Action has been terminated, a Receiving Party 7 must comply with the provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a 9 location and in a secure manner that ensures that access is limited to the persons 10 authorized under this Order. 11

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise 12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party 13 may disclose any information or item designated “CONFIDENTIAL” only to: 14 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 15 well as employees of said Outside Counsel of Record to whom it is reasonably necessary 16 to disclose the information for this Action; 17 (b) the officers, directors, and employees (including House Counsel) of 18 the Receiving Party to whom disclosure is reasonably necessary for this Action; 19 (c) Experts (as defined in this Order) of the Receiving Party to whom 20 disclosure is reasonably necessary for this Action and who have signed the 21 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 22 (d) the court and its personnel; 23 (e) court reporters and their staff; 24 (f) professional jury or trial consultants, mock jurors, and Professional 25 Vendors to whom disclosure is reasonably necessary for this Action and who have 26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 27 (g) the author or recipient of a document containing the information or a 28 custodian or other person who otherwise possessed or knew the information; 1 (h) during their depositions, witnesses, and attorneys for witnesses, in the 2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 3 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not 4 be permitted to keep any confidential information unless they sign the 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 6 agreed by the Designating Party or ordered by the court.

Pages of transcribed 7 deposition testimony or exhibits to depositions that reveal Protected Material may be 8 separately bound by the court reporter and may not be disclosed to anyone except s 9 permitted under this Stipulated Protective Order; and 10 (i) any mediator or settlement officer, and their supporting 11 personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

12 13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 14 OTHER LITIGATION 15 If a Party is served with a subpoena or a court order issued in other litigation that 16 compels disclosure of any information or items designated in this Action as 17 “CONFIDENTIAL,” that Party must: 18 (a) promptly notify in writing the Designating Party. Such notification 19 shall include a copy of the subpoena or court order; 20 (b) promptly notify in writing the party who caused the subpoena or order 21 to issue in the other litigation that some or all of the material covered by the 22 subpoena or order is subject to this Protective Order.

Such notification shall include a 23 copy of this Stipulated Protective Order; and 24 (c) cooperate with respect to all reasonable procedures sought to be 25 pursued by the Designating Party whose Protected Material may be affected. 26 If the Designating Party timely seeks a protective order, the Party served with the 27 subpoena or court order shall not produce any information designated

in this action as 28 “CONFIDENTIAL” before a determination by the court from which the subpoena or 1 order issued, unless the Party has obtained the Designating Party’s permission.

The 2 Designating Party shall bear the burden and expense of seeking protection in that court 3 of its confidential material and nothing in these provisions should be construed as 4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive 5 from another court. 6
7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 8 IN THIS LITIGATION 9 (a) The terms of this Order are applicable to information produced by a 10 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 11 produced by Non-Parties in connection with this litigation is protected by the 12 remedies and relief provided by this Order.

Nothing in these provisions should be 13 construed as prohibiting a Non-Party from seeking additional protections. 14 (b) In the event that a Party is required, by a valid discovery request, to 15 produce a Non-Party’s confidential information in its possession, and the Party is 16 subject to an agreement with the Non-Party not to produce the Non-Party’s 17 confidential information, then the Party shall: 18 (1) promptly notify in writing the Requesting Party and the Non-Party 19 that some or all of the information requested is subject to a confidentiality 20 agreement with a Non-Party; 21 (2) promptly provide the Non-Party with a copy of the Stipulated 22 Protective Order in this Action, the relevant discovery request(s), and a reasonably 23 specific description of the information requested; and 24 (3) make the information requested available for inspection by the 25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 27 14 days of receiving the notice and accompanying information, the Receiving Party may 28 produce the Non-Party’s confidential information responsive to the discovery request. If 1 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any 2 information in its possession or control that is subject to the confidentiality 3 agreement with the Non-Party before a determination by the court.

Absent a court 4 order to the contrary, the Non-Party shall bear the burden and expense of seeking 5 protection in this court of its Protected Material. 6 7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 9 Protected Material to any person or in any circumstance not authorized under this 10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to 12 retrieve all unauthorized copies of the Protected Material, (c) inform the person or 13 persons to whom unauthorized disclosures were made of all the terms of this Order, and 14 (d) request such person or persons to execute the “Acknowledgment and 15 Agreement to Be Bound” that is attached hereto as Exhibit A. 16 17 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 18 PROTECTED MATERIAL 19 When a Producing Party gives notice to Receiving Parties that certain 20 inadvertently produced material is subject to a claim of privilege or other protection, the 21 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 22 26(b) (5)(B). This provision is not intended to modify whatever procedure may be 23 established in an e-discovery order that provides for production without prior 24 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 25 parties reach an agreement on the effect of disclosure of a communication or information 26 covered by the attorney-client privilege or work product protection, the parties may 27 incorporate their agreement in the stipulated protective order submitted to the court. 28 1 12. MISCELLANEOUS 2 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 3 person to seek its modification by the Court in the future. 4 12.2 Right to Assert Other Objections. By stipulating to the entry of this 5 Protective Order no Party waives any right it otherwise would have to object to 6 disclosing or producing any information or item on any ground not addressed in this 7 Stipulated Protective Order.

Similarly, no Party waives any right to object on any ground 8 to use in evidence of any of the material covered by this Protective Order. 9 12.3 Filing Protected Material. A Party that seeks to file under seal any 10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 11 only be filed under seal pursuant to a court order authorizing the sealing of the 12 specific Protected Material at issue.

If a Party's request to file Protected Material under 13 seal is denied by the court, then the Receiving Party may file the information in the 14 public record unless otherwise instructed by the court. 15 16 13. FINAL DISPOSITION 17 After the final disposition of this Action, as defined in paragraph 4, within 60 18 days of a written request by the Designating Party, each Receiving Party must return all 19 Protected Material to the Producing Party or destroy such material.

As used in this 20 subdivision, "all Protected Material" includes all copies, abstracts, compilations, 21 summaries, and any other format reproducing or capturing any of the Protected 22 Material. Whether the Protected Material is returned or destroyed, the Receiving Party 23 must submit a written certification to the Producing Party (and, if not the same person or 24 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, 25 where appropriate) all the Protected Material that was returned or destroyed and (2) 26 affirms that the Receiving Party has not retained any copies, abstracts, 27 compilations, summaries or any other format reproducing or capturing any of the 28 Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an 1 || archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 2 || legal memoranda, correspondence,

deposition and trial exhibits, expert reports, attorney 3 || work product, and consultant and expert work product, even if such materials contain 4 || Protected Material.

Any such archival copies that contain or constitute Protected 5 || Material remain subject to this Protective Order as set forth in Section 4 (DURATION 6 || 14. Any violation of this Order may be punished by any and all appropriate 7 || measures including, without limitation, contempt proceedings and/or monetary 8 sanctions. 9 10 || IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 12 || DATED: _ December 23, 2025 13 14 /s/ Tina Shakilyan Attorneys for Plaintiff(s) 15 16 DATED: _ December 23, 2025 17 18 /s/ Molshree Gupta 19 || Attorneys for Defendant(s) 20 21 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 22 DATED: December 23, 2025 23 24 || Honorable Charles F. Eick 25 || United States Magistrate Judge 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, [print or type full name], of 4 [print or type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that 6 was issued by the United States District Court for the Central District of California on 7 [date] in the case of Dwyon Grant v. County of Riverside, et al., USDC Case Number 8 55:25-cv-02558-SSS (Ex).

I agree to comply with and to be bound by all the terms of 9 this Stipulated Protective Order and I understand and acknowledge that failure to so 10 comply could expose me to sanctions and punishment in the nature of contempt. I 11 solemnly promise that I will not disclose in any manner any information or item that is 12 subject to this Stipulated Protective Order to any person or entity except in strict 13 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction 14 of the United States District Court for the Central District of California for the 15 purpose of enforcing the terms of this Stipulated Protective Order, even if such 16 enforcement proceedings occur after termination of this action. I hereby appoint 17 [print or type full name] of 18 [print or type full address and telephone number] as my California 19 agent for service of process in connection with this action or any proceedings related 20 to enforcement of this Stipulated Protective Order.

21 Date: 22 City and State where sworn and signed: 23 Printed name: 24 Signature: 25 26 27 28