

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Rachael Roberts and Michael Fuson v. City of Newport Beach et al.

No. 8:24-cv-00149-FWS-JDEx, United States District Court for the Central District of California (June 12, 2025)

SUMMARY

This document is a court-entered Stipulated Protective Order governing the designation, use, disclosure, challenge, filing, and disposition of confidential discovery materials in Rachael Roberts and Michael Fuson v. City of Newport Beach et al. It addresses confidential police personnel files, internal affairs materials, recordings, photographs, administrative materials, and other protected information. The order was issued by the United States District Court for the Central District of California on June 12, 2025.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	John D. Early
DECIDED	June 12, 2025
DOCKET	8:24-cv-00149-FWS-JDEx
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to and petitioned for entry of a protective order governing confidential discovery material in the pending civil-rights action.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Rachael Roberts, Michael Fuson v. City of Newport Beach, Officer B. Sanchez #1602, Officer T. Eisenhower #1526, Officer D. Maisano #1324, Officer P. Fitle #1601, Officer S. Torres #1524, Does 1 through 10, inclusive

TOPICS

- discovery dispute
- civil procedure
- police misconduct
- civil rights

PRACTICE AREAS

- civil procedure
- civil rights
- municipal law
- police misconduct

QUESTIONS PRESENTED

1. Whether good cause supported entry of the parties' stipulated protective order under Federal Rule of Civil Procedure 26(c).
2. What restrictions and procedures should govern designation, disclosure, use, challenge, sealing, and final disposition of confidential discovery material.

HOLDINGS

1. Good cause supported entry of the stipulated protective order to protect qualifying confidential, proprietary, private, privileged, or otherwise protected discovery material while permitting reasonable use of that material in prosecuting, defending, or attempting to settle the action.
2. A designation of discovery material as confidential does not itself authorize filing the material under seal; a party must comply with Local Civil Rule 79-5 and make the required showing of good cause or compelling reasons, supported by competent evidence and narrowly tailored relief.
3. Protected material may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to the categories of persons and under the conditions specified in the protective order.
4. When a producing party gives notice that inadvertently produced material is privileged or otherwise protected, the receiving parties' obligations are governed by Federal Rule of Civil Procedure 26(b)(5) (B).

KEY QUOTATIONS

“This Stipulated Protective Order does not entitle the parties to file confidential information under seal.” (at 2)

“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (at 2)

“Mass, indiscriminate, or routinized designations are prohibited.” (at 4.1)

FACTUAL BACKGROUND

The action concerns the City of Newport Beach and sworn members of the Newport Beach Police Department. Plaintiffs sought discovery including police personnel files, Internal Affairs materials, recordings, photographs, administrative materials, and information potentially implicating private third-party, employment, financial, and official-information interests. The parties represented that some discovery warranted protection from public disclosure and use outside the litigation.

PROCEDURAL HISTORY

The action was pending in the Central District of California. Based on the parties' stipulation and a finding of good cause, the magistrate judge entered a stipulated protective order governing designation, disclosure, use, challenge, filing, and disposition of protected discovery material.

DISPOSITION

other

CASES CITED

- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176, 1180-81 (9th Cir. 2006)
- Phillips v. General Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002)
- Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)
- Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010)

OPINION

Rachael Roberts v. City of Newport Beach

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10

11 RACHAEL ROBERTS and MICHAEL

Case No. 8:24-cv-00149-FWS-JDEx FUSON, individuals,

12 STIPULATED PROTECTIVE

ORDER

13 v. Plaintiffs, 14 CITY OF NEWPORT BEACH; 15 OFFICER B. SANCHEZ #1602; OFFICER
T. EISENHAUER #1526; 16 OFFICER D. MAISANO #1324; OFFICER P. FILE #1601;
OFFICER S. 17 TORRES #1524; and DOES 1 through 18 10, inclusive, 19 Defendants. 20 21
Based on the parties’ Stipulation and for good cause shown, the Court finds 22 and orders as
follows.

23 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 28 the following Stipulated Protective Order. The
parties acknowledge that this Order 1 does not confer blanket protections on all disclosures or
responses to discovery and 2 that the protection it affords from public disclosure and use extends
only to the 3 limited information or items that are entitled to confidential treatment under the 4
applicable legal principles. The parties further acknowledge, as set forth in Section 5 12.3, below,
that this Stipulated Protective Order does not entitle them to file 6 confidential information under
seal; Local Civil Rule 79-5 sets forth the procedures 7 that must be followed and the standards that
will be applied when a party seeks 8 permission from the Court to file material under seal.

9 B. GOOD CAUSE STATEMENT

10 This action involves the City of Newport Beach and sworn members of the 11 Newport Beach Police Department. Plaintiffs are seeking materials and information 12 that Defendant City of Newport Beach maintains as confidential, such as personnel 13 files of the police officers involved in the incident that is the subject of Plaintiffs' 14 complaint and Internal Affairs materials and information, video recordings, audio 15 recordings, photographs, and other administrative materials and information 16 currently in the possession of the Defendants and which the Defendants believe need 17 special protection from public disclosure and from use for any purpose other than 18 prosecuting this litigation. 19 This action is likely to involve the production of confidential records, 20 investigation information that may implicate private third party information, 21 materials protected by the Official Information Privilege, employment or financial 22 information, and confidential information relating to the Defendants and sworn peace 23 officers, for which special protection from public disclosure and from use for any 24 purpose other than prosecution of this action may be warranted. 25 Accordingly, to expedite the flow of information, facilitate the prompt 26 resolution of disputes over confidentiality of discovery materials, adequately protect 27 information the parties are entitled to keep confidential, ensure that the parties are 28 permitted reasonable necessary uses of such material in preparation for and in the 1 conduct of trial, address their handling at the end of the litigation, and serve the ends 2 of justice, a protective order for such information is justified in this Action. It is the 3 intent of the parties that information will not be designated as confidential for tactical 4 reasons and that nothing be so designated without a good faith belief that it has been 5 maintained in a confidential, non-public manner, and there is good cause why it 6 should not be part of the public record of this case. 7 This Stipulated Protective Order does not entitle the parties to file confidential 8 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be 9 followed and the standards that will be applied when a party seeks permission from 10 the court to file material under seal. There is a strong presumption that the public has 11 a right of access to judicial proceedings and records in civil cases. In connection with 12 non-dispositive motions, good cause must be shown to support a filing under seal. 13 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), 14 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar- 15 Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even 16 stipulated protective orders require good cause showing), and a specific showing of 17 good cause or compelling reasons with proper evidentiary support and legal 18 justification, must be made with respect to Protected Material that a party seeks to 19 file under seal. The parties' mere designation of Disclosure or Discovery Material as 20 CONFIDENTIAL does not—without the submission of competent evidence by 21 declaration, establishing that the material sought to be filed under seal qualifies as 22 confidential, privileged, or otherwise protectable—constitute good cause. 23 Further, if a party requests sealing related to a dispositive motion or trial, then 24 compelling reasons, not only good cause, for the sealing must be shown, and the 25 relief

sought shall be narrowly tailored to serve the specific interest to be protected. 26 See *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For 27 each item or type of information, document, or thing sought to be filed or introduced 28 under seal, the party seeking protection must articulate compelling reasons, 1 supported by specific facts and legal justification, for the requested sealing order. 2 Again, competent evidence supporting the application to file documents under seal 3 must be provided by declaration. 4 Any document that is not confidential, privileged, or otherwise protectable in 5 its entirety will not be filed under seal if the confidential portions can be redacted. If 6 documents can be redacted, then a redacted version for public viewing, omitting only 7 the confidential, privileged, or otherwise protectable portions of the document, shall 8 be filed. Any application that seeks to file documents under seal in their entirety 9 should include an explanation of why redaction is not feasible.

10 1. DEFINITIONS

11 1.1 Action: This pending federal lawsuit, Rachael Roberts, et al v. City of 12 Newport Beach et al; Case No. 8:24-cv-00149-FWS-JDEx. 13 1.2 Challenging Party: a Party or Non-Party that challenges the 14 designation of information or items under this Order. 15 1.3 “CONFIDENTIAL” Information or Items: information (regardless of 16 how it is generated, stored or maintained) or tangible things that qualify for 17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the 18 Good Cause Statement. 19 1.4 Counsel: Outside Counsel of Record and House Counsel (as well as 20 their support staff), including counsel of record for the parties to this civil litigation 21 and their support staff. 22 1.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as 24 “CONFIDENTIAL.”

25 1.6 Disclosure or Discovery Material: all items or information, regardless 26 of the medium or manner in which it is generated, stored, or maintained (including, 27 among other things, testimony, transcripts, and tangible things), that are produced or 28 generated in disclosures or responses to discovery in this matter. 1 1.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as 3 an expert witness or as a consultant in this Action. 4 1.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel. 7 1.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 1.10 Outside Counsel of Record: attorneys who are not employees of a 10 party to this Action but are retained to represent or advise a party to this Action and 11 have appeared in this Action on behalf of that party or are affiliated with a law firm 12 that has appeared on behalf of that party, and includes support staff. 13 1.11 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 1.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 1.13 Professional Vendors: persons or entities that provide litigation 19

support services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) 21 and their employees and subcontractors. 22 1.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 1.15 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party.

26 2. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected 28 Material (as defined above), but also (1) any information copied or extracted from 1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 2 Material; and (3) any testimony, conversations, or presentations by Parties or their 3 Counsel that might reveal Protected Material. 4 Any use of Protected Material at trial shall be governed by the orders of the trial 5 judge and other applicable authorities. This Order does not govern the use of Protected 6 Material at trial.

7 3. DURATION

8 The information that was designated as confidential or maintained pursuant to 9 this protective order presumptively becomes public once it becomes part of the 10 judicial record, either as part of a dispositive filing and/or once a case proceeds to 11 trial, unless compelling reasons supported by specific factual findings to proceed 12 otherwise are made to the trial judge in advance. See *Kamakana*, 447 F.3d at 1180- 13 81 (distinguishing “good cause” showing for sealing documents before trial or 14 dispositive motions from “compelling reasons” standard when merits-related 15 documents are part of court record). Accordingly, the terms of this protective order 16 do not extend beyond the commencement of the trial. 17 Even after final disposition of this litigation, the confidentiality obligations 18 imposed by this Order shall remain in effect until a Designating Party agrees 19 otherwise in writing or a court order otherwise directs. Final disposition shall be 20 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with 21 or without prejudice; and (2) final judgment herein after the completion and 22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 23 including the time limits for filing any motions or applications for extension of time 24 pursuant to applicable law.

25 4. DESIGNATING PROTECTED MATERIAL

26 4.1 Exercise of Restraint and Care in Designating Material for 27 Protection. Each Party or Non-Party that designates information or items for 28 protection under this Order must take care to limit any such designation to specific 1 material that qualifies under the appropriate standards. The Designating Party must 2 designate for protection only those parts of material, documents, items, or oral or 3 written communications that qualify so that other portions of the material, 4 documents, items, or communications for which protection is not warranted are not 5 swept unjustifiably within the ambit of this Order. 6 Mass, indiscriminate, or routinized designations are prohibited. Designations 7 that are shown to be clearly unjustified or that have been made for an improper 8 purpose (e.g., to unnecessarily encumber the case development process or to impose 9 unnecessary expenses and burdens on other parties) may expose the Designating 10 Party to

sanctions. 11 If it comes to a Designating Party's attention that information or items that it 12 designated for protection do not qualify for protection, that Designating Party must 13 promptly notify all other Parties that it is withdrawing the inapplicable designation. 14 4.2 Manner and Timing of Designations. Except as otherwise provided in 15 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material 16 that qualifies for protection under this Order must be clearly so designated before the 17 material is disclosed or produced. 18 Designation in conformity with this Order requires: 19 (a) for information in documentary form (e.g., paper or electronic 20 documents, but excluding transcripts of depositions or other pretrial or trial 21 proceedings), that the Producing Party affix at a minimum, the legend 22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 23 contains protected material. If only a portion or portions of the material on a page 24 qualifies for protection, the Producing Party also must clearly identify the protected 25 portion(s) (e.g., by making appropriate markings in the margins). 26 A Party or Non-Party that makes original documents available for inspection 27 need not designate them for protection until after the inspecting Party has indicated 28 which documents it would like copied and produced. During the inspection and 1 before the designation, all of the material made available for inspection shall be 2 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 3 it wants copied and produced, the Producing Party must determine which documents, 4 or portions thereof, qualify for protection under this Order. Then, before producing 5 the specified documents, the Producing Party must affix the "CONFIDENTIAL 6 legend" to each page that contains Protected Material. If only a portion of the 7 material on a page qualifies for protection, the Producing Party also must clearly 8 identify the protected portion(s) (e.g., by making appropriate markings in the 9 margins). 10 (b) for testimony given in depositions that the Designating Party 11 identifies the Disclosure or Discovery Material on the record, before the close of the 12 deposition all protected testimony. 13 (c) for information produced in some form other than documentary 14 and for any other tangible items, that the Producing Party affix in a prominent place 15 on the exterior of the container or containers in which the information is stored the 16 legend "CONFIDENTIAL." If only a portion or portions of the information warrants 17 protection, the Producing Party, to the extent practicable, shall identify the protected 18 portion(s). 19 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 20 failure to designate qualified information or items does not, standing alone, waive the 21 Designating Party's right to secure protection under this Order for such material. 22 Upon timely correction of a designation, the Receiving Party must make reasonable 23 efforts to assure that the material is treated in accordance with the provisions of this 24 Order.

25 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 5.1 Timing of Challenges. Any Party or Non-Party may challenge a 27 designation of confidentiality at any time that is consistent with the Court's 28 Scheduling Order. 1 5.2 Meet and Confer. The Challenging Party shall initiate the dispute 2 resolution process under Local Rule 37.1 et seq. 3 5.3 Joint Stipulation. Any challenge submitted to the Court shall be via 4 a joint

stipulation pursuant to Local Rule 37-2. 5 5.4 Burden of Persuasion. The burden of persuasion in any such challenge 6 proceeding shall be on the Designating Party. Frivolous challenges, and those made 7 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens 8 on other parties) may expose the Challenging Party to sanctions. Unless the 9 Designating Party has waived or withdrawn the confidentiality designation, all 10 parties shall continue to afford the material in question the level of protection to 11 which it is entitled under the Producing Party's designation until the Court rules on 12 the challenge.

13 6. ACCESS TO AND USE OF PROTECTED MATERIAL

14 6.1 Basic Principles. A Receiving Party may use Protected Material that is 15 disclosed or produced by another Party or by a Non-Party in connection with this 16 Action only for prosecuting, defending, or attempting to settle this Action. Such 17 Protected Material may be disclosed only to the categories of persons and under the 18 conditions described in this Order. When the Action has been terminated, a 19 Receiving Party must comply with the provisions of section 12 below (FINAL 20 DISPOSITION). 21 Protected Material must be stored and maintained by a Receiving Party at a 22 location and in a secure manner that ensures that access is limited to the persons 23 authorized under this Order. 24 6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 25 otherwise ordered by the court or permitted in writing by the Designating Party, a 26 Receiving Party may disclose any information or item designated 27 "CONFIDENTIAL" only to: 28 1 (a) The Receiving Party's Outside Counsel of Record in this Action, 2 as well as employees of said Outside Counsel of Record to whom it is reasonably 3 necessary to disclose the information for this Action; 4 (b) The officers, directors, and employees (including House Counsel) 5 of the 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; 11 (f) Professional jury or trial consultants, mock jurors, and 12 Professional Vendors to whom disclosure is reasonably necessary for this Action and 13 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 14 (g) The author or recipient of a document containing the information 15 or a custodian or other person who otherwise possessed or knew the information; 16 (h) During their depositions, witnesses, and attorneys for witnesses, 17 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing 18 party requests that the witness sign the form attached as Exhibit ! hereto; and (2) they 19 will 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 be 23 separately bound by the court reporter and may not be disclosed to anyone except as 24 permitted under this Stipulated Protective Order; and 25 (i) any mediator or settlement officer, and their supporting 26 personnel, mutually agreed upon by any of

the parties engaged in settlement discussions. 28 1 6.3 Retention of “Acknowledgment and Agreement to Be Bound”. 2 Counsel making the disclosure to any qualified person described herein shall retain 3 the original executed copy of the Nondisclosure Agreement until sixty (60) days after 4 this litigation has become final, including any appellate review, and monitoring of an 5 injunction. Counsel for the Receiving Party shall maintain all signed Nondisclosure 6 Agreements and shall produce the original signature page upon reasonable written 7 notice from opposing counsel. If an issue arises regarding a purported unauthorized 8 disclosure of Confidential Information, upon noticed motion of contempt filed by the 9 Designating Party, counsel for the Receiving Party may be required to file the signed 10 Nondisclosure Agreements, as well as a list of the disclosed materials, in camera 11 with the Court having jurisdiction of the Stipulation

12 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED

13 PRODUCED IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation 15 that compels disclosure of any information or items designated in this Action as 16 “CONFIDENTIAL,” that Party must: 17 (a) promptly notify in writing the Designating Party. Such 18 notification shall include a copy of the subpoena or court order; 19 (b) promptly notify in writing the party who caused the subpoena or 20 order to issue in the other litigation that some or all of the material covered by the 21 subpoena or order is subject to this Protective Order. Such notification shall include a 22 copy of this Stipulated Protective Order; and 23 (c) cooperate with respect to all reasonable procedures sought to be 24 pursued by the Designating Party whose Protected Material may be affected. 25 If the Designating Party timely seeks a protective order, the Party served with 26 the subpoena or court order shall not produce any information designated in this 27 action as “CONFIDENTIAL” before a determination by the court from which the 28 subpoena or order issued, unless the Party has obtained the Designating Party’s 1 permission. The Designating Party shall bear the burden and expense of seeking 2 protection in that court of its confidential material and nothing in these provisions 3 should be construed as authorizing or encouraging a Receiving Party in this Action to 4 disobey a lawful directive from another court.

5 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

6 PRODUCED IN THIS LITIGATION

7 8.1 Application. The terms of this Order are applicable to information 8 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such 9 information produced by Non-Parties in connection with this litigation is protected 10 by the remedies and relief provided by this Order. Nothing in these provisions should 11 be construed as prohibiting a Non-Party from seeking additional protections. 12 8.2 Notification. In the event that a Party is required, by a valid discovery 13 request, to produce a Non-Party’s confidential information in its possession, and the 14 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s 15 confidential information, then the Party shall: 16 (a) promptly notify in writing the Requesting

Party and the Non- 17 Party that some or all of the information requested is subject to a confidentiality 18 agreement with a Non-Party; 19 (b) promptly provide the Non-Party with a copy of the Stipulated 20 Protective Order in this Action, the relevant discovery request(s), and a reasonably 21 specific description of the information requested; and 22 (c) make the information requested available for inspection by the 23 Non-Party, if requested. 24 8.3 Conditions of Production. If the Non-Party fails to seek a protective 25 order from this court within fourteen (14) days of receiving the notice and 26 accompanying information, the Receiving Party may produce the Non-Party's 27 confidential information responsive to the discovery request. If the Non-Party timely 28 seeks a protective order, the Receiving Party shall not produce any information in its 1 possession or control that is subject to the confidentiality agreement with the Non- 2 Party before a determination by the court. Absent a court order to the contrary, the 3 Non-Party shall bear the burden and expense of seeking protection in this court of its 4 Protected Material.

5 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 7 Protected Material to any person or in any circumstance not authorized under this 8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 11 persons to whom unauthorized disclosures were made of all the terms of this Order, 12 and (d) request such person or persons to execute the "Acknowledgment and 13 Agreement to Be Bound" that is attached hereto as Exhibit A.

14 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain 17 inadvertently produced material is subject to a claim of privilege or other protection, 18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 20 may be established in an e-discovery order that provides for production without prior 21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 22 parties reach an agreement on the effect of disclosure of a communication or 23 information covered by the attorney-client privilege or work product protection, the 24 parties may incorporate their agreement in the stipulated protective order submitted 25 to the court.

26 11. MISCELLANEOUS

27 11.1 Right to Further Relief. Nothing in this Order abridges the right of any 28 person to seek its modification by the Court in the future. 1 11.2 Right to Assert Other Objections. By stipulating to the entry of this 2 Protective Order no Party waives any right it otherwise would have to object to 3 disclosing or producing any information or item on any ground not addressed in this 4 Stipulated Protective Order. Similarly, no Party waives any right to object on any 5 ground to use in evidence of any of the material covered by this Protective Order. 6 11.3 Filing Protected

Material. A Party that seeks to file under seal any 7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may 8 only be filed under seal pursuant to a court order authorizing the sealing of the 9 specific Protected Material at issue. If a Party's request to file Protected Material 10 under seal is denied by the court, then the Receiving Party may file the information 11 in the public record unless otherwise instructed by the court.

12 12. FINAL DISPOSITION

13 After the final disposition of this Action, within 60 days of a written request 14 by the Designating Party, each Receiving Party must return all Protected Material to 15 the Producing Party or destroy such material. As used in this subdivision, "all 16 Protected Material" includes all copies, abstracts, compilations, summaries, and any 17 other format reproducing or capturing any of the Protected Material. Whether the 18 Protected Material is returned or destroyed, the Receiving Party must submit a 19 written certification to the Producing Party (and, if not the same person or entity, to 20 the Designating Party) by the 60 day deadline that (1) identifies (by category, where 21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms 22 that the Receiving Party has not retained any copies, abstracts, compilations, 23 summaries or any other format reproducing or capturing any of the Protected 24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival 25 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 27 work product, and consultant and expert work product, even if such materials contain 28 Protected Material. Any such archival copies that contain or constitute Protected 1 | Material remain subject to this Protective Order as set forth in Section 3 2 | (DURATION).

3/13. VIOLATION

4 Any violation of this Order may be punished by any and all appropriate 5 | measures including, without limitation, contempt proceedings and/or monetary 6 | sanctions. 7 8 | FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 9 / i de : □□ 19 | DATED: June 12, 2025 tte. DC.

HN D. EARLY

I] United States Magistrate Judge 12 13 14 15 16 17 18 19 20 21 22 23 24 25 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 7 on June 12, 2025, in the case of Rachael Roberts and Michael Fuson v. City of 8 Newport Beach, et al., Case No. 8:24-cv-00149-FWS-JDEx. I agree to comply with 9 and to be bound by all the terms of this Stipulated Protective Order and I understand 10 and 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 Order 13 to any person or entity except in strict compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States District Court for the 15 Central District of California for the purpose of enforcing the terms of this Stipulated 16 Protective Order, even if such enforcement proceedings occur after termination of 17 this action. I hereby appoint _____ [print or type full 18 name] of _____ [print or type full address and 19 telephone number] as my California agent for service of process in connection with 20 this action or any proceedings related to enforcement of this Stipulated Protective 21 Order. 22 23 Date: _____ 24 City and State where sworn and signed: _____ 25 Printed name: _____ 26 Signature: _____ 27 28