

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Dukhan Durand Flowers v. Deputy Martinez

No. 5:25-cv-01473 MWC-E (C.D. Cal. Dec. 30, 2025) · No. 5:25-cv-01473 MWC-E · Decided December 30, 2025

SUMMARY

This document is a stipulated protective order entered in Dukhan Durand Flowers v. Deputy Martinez, a civil action in the U.S. District Court for the Central District of California. It governs the designation, disclosure, use, challenge, filing, and final disposition of confidential discovery materials. The order was stipulated to by the parties and entered for good cause on December 30, 2025, by Magistrate Judge Charles F. Eick.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Charles F. Eick
DECIDED	December 30, 2025
DOCKET	5:25-cv-01473 MWC-E
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery materials, and the magistrate judge entered the order for good cause shown.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Dukhan Durand Flowers v. Deputy Martinez, Badge No. G7677

TOPICS

discovery dispute civil procedure sanctions contempt civil rights

PRACTICE AREAS

civil procedure civil rights discovery

QUESTIONS PRESENTED

1. Whether good cause supported entry of the parties' stipulated protective order.

2. What procedures should govern designation, challenge, use, disclosure, sealing, and final disposition of confidential discovery material.

HOLDINGS

1. Good cause supported entry of the stipulated protective order, which was entered to govern confidential discovery material in the action.
2. The protective order does not itself authorize filing material under seal; a party seeking to seal material must comply with Central District of California Local Civil Rule 79-5 and obtain a specific court order supported by the applicable good-cause or compelling-reasons showing.
3. Parties and nonparties must limit confidentiality designations to specific material qualifying for protection, may challenge designations through the applicable meet-and-confer process, and must continue protecting disputed material until the court rules on the challenge.

KEY QUOTATIONS

“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 5)

“Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.” (at 14)

FACTUAL BACKGROUND

The pending civil action is likely to involve confidential, proprietary, and private information concerning peace officers, department policies, and information potentially protected by privilege, statute, court rule, or common law. The parties sought a protective order to facilitate discovery, limit disclosure and use of protected material, and establish procedures for confidentiality challenges, sealing requests, and final disposition of protected material.

PROCEDURAL HISTORY

The order was entered in a pending federal civil action after the defendant and plaintiff submitted a stipulated protective order. The order governs discovery confidentiality, challenges to confidentiality designations, use and disclosure of protected material, sealing procedures, and disposition of protected material after the action concludes.

DISPOSITION

other

CASES CITED

- *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1176, 1180-81 (9th Cir. 2006)

- Phillips v. Gen. 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. Pac. Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010)

OPINION

1 S D E e O pu N ty H C A o E u n S t H y I C N o (u C n A se l S tate Bar No. 308262) LAURA
FEINGOLD (CA State Bar No. 238246) 2 County Counsel 3 385 North Arrowhead Avenue,
Fourth Floor San Bernardino, California 92415-0140 4 Telephone: (909) 387-5461 Facsimile:
(909) 387-4069 5 E-Mail: Kellie.Shin@cc.sbcounty.gov 6 Attorneys for Defendant DEPUTY
MARIO MARTINEZ-NAVA (erroneously sued and served as DEPUTY MARTINEZ) 7 UNITED
STATES DISTRICT COURT 8 CENTRAL DISTRICT OF CALIFORNIA 9 10 DUKHAN
DURAND FLOWERS, Case No. 5:25-cv-01473 MWC-E 11 Plaintiff, STIPULATED
PROTECTIVE 12 v. ORDER 13 Assigned to: DEPUTY MARTINEZ, Badge No. Honorable
Michelle Williams Court 14 G7677, United States District Judge 15 Defendants.

Referred to: 16 Honorable Charles F. Eick United States Magistrate Judge 17 18 19 20 1. A.
PURPOSES AND LIMITATIONS 21 Discovery in this action is likely to involve production of
confidential, 22 proprietary, or private information for which special protection from public 23
disclosure and from use for any purpose other than prosecuting this litigation may 24 be
warranted.

Accordingly, the parties hereby stipulate to and petition the Court to 25 enter the following
Stipulated Protective Order. The parties acknowledge that this 26 Order does not confer blanket
protections on all disclosures or responses to 27 discovery and that the protection it affords from
public disclosure and use extends 1 only to the limited information or items that are entitled to
confidential treatment 2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT 4 This action is likely to involve confidential, proprietary or
private 5 information for which special protection from public disclosure and from use for 6 any
purpose other than prosecution of this action is warranted. Such confidential, 7 proprietary and
private materials and information consist of, among other things, 8 confidential and private
information related to peace officers and department 9 policies including information otherwise
generally unavailable to the public, or 10 which may be privileged or otherwise protected from
disclosure under state or 11 federal statutes, court rules, case decisions, or common law.

Accordingly, to 12 expedite the flow of information, to facilitate the prompt resolution of disputes
13 over confidentiality of discovery materials, to adequately protect information the 14 parties are
entitled to keep confidential, to ensure that the parties are permitted 15 reasonable necessary uses
of such material in preparation for and in the conduct of 16 trial, to address their handling at the

end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case. C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER SEAL The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2 There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be shown to support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. 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) (even stipulated protective orders require good cause showing), and a specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with respect to Protected Material that a party seeks to file under seal. 11 The parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

15 Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010).

For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be

redacted, then a redacted version for public viewing, 1 omitting only the confidential, privileged, or otherwise protectable portions of the 2 document shall be filed.

Any application that seeks to file documents under seal in 3 their entirety should include an explanation of why redaction is not feasible. 4 2. DEFINITIONS 5 2.1 Action: This pending federal lawsuit in Dukhan Durand Flowers v. 6 Deputy Martinez, case number EDCV 5:25-cv-01473 MWC-E. 7 2.2 Challenging Party: A Party or Non-Party that challenges the 8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of 10 how it is generated, stored or maintained) or tangible things that qualify for 11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 12 the Good Cause Statement. 13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 14 their support staff).

15 2.5 Designating Party: A Party or Non-Party that designates information 16 or items that it produces in disclosures or in responses to discovery as 17 “CONFIDENTIAL.” 18 2.6 Disclosure or Discovery Material: All items or information, 19 regardless of the medium or manner in which it is generated, stored, or maintained, 20 that are produced or generated in disclosures or responses to discovery in this 21 matter.

22 2.7. Expert: A person with specialized knowledge or experience in a 23 matter pertinent to the litigation who has been retained by a Party or its counsel to 24 serve as an expert witness or as a consultant in this Action. 25 2.8 House Counsel: City Attorney including his or her staff. 26 2.9 Non-Party: Any natural person including employees and former 27 employees, agency, partnership, corporation, association, or other legal entity not 1 named as a Party to this action.

2 2.10 Outside Counsel of Record: Attorneys who are retained to represent 3 or advise a party to this Action and have appeared in this Action on behalf of that 4 party or are affiliated with a law firm which has appeared on behalf of that party 5 and includes support staff. 6 2.11 Party: Any party to this Action, including all of its officers, directors, 7 employees, consultants, retained experts, and Outside Counsel of Record and 8 House Counsel (and their support staff).

9 2.12 Producing Party: A Party or Non-Party that produces Disclosure or 10 Discovery Material in this Action. 11 2.13 Professional Vendors: Persons or entities that provide litigation 12 support services (e.g., photocopying, videotaping, translating, preparing exhibits 13 or demonstrations, and organizing, storing, or retrieving data in any form or 14 medium) and their employees and subcontractors.

15 2.14 Protected Material: Any Disclosure or Discovery Material that is 16 designated as “CONFIDENTIAL.” 17 2.15 Receiving Party: A Party that receives Disclosure or Discovery 18 Material from a Producing Party. 19 3. SCOPE 20 The protections conferred by this Stipulation and Order cover not only 21 Protected Material (as defined above), but also (1) any information

copied or 22 Extracted from Protected Material; (2) all copies, excerpts, summaries, or 23 compilations of Protected Material; and (3) any testimony, conversations, or 24 presentations by Parties or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of 26 the trial judge. This Order does not govern the use of Protected Material at trial. 27 /// 1 4. DURATION 2 Once a case proceeds to trial, information that was designated as 3 CONFIDENTIAL or maintained pursuant to this protective order used or 4 introduced as an exhibit at trial becomes public and will be presumptively 5 available to all members of the public, including the press, unless compelling 6 reasons supported by specific factual findings to proceed otherwise are made to 7 the trial judge in advance of the trial.

See Kamakana, 447 F.3d at 1180-81 8 (distinguishing “good cause” showing for sealing documents produced in 9 discovery from “compelling reasons” standard when merits-related documents are 10 part of court record). Accordingly, the terms of this protective order do not extend 11 beyond the commencement of the trial. 12 5. DESIGNATING PROTECTED MATERIAL 13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under 15 this Order must take care to limit any such designation to specific material that 16 qualifies under the appropriate standards.

The Designating Party must designate 17 for protection only those parts of material, documents, items, or oral or written 18 communications that qualify so that other portions of the material, documents, 19 items, or communications for which protection is not warranted are not swept 20 unjustifiably within the ambit of this Order. 21 Mass, indiscriminate, or routinized designations are prohibited.

22 Designations that are shown to be clearly unjustified or that have been made for 23 an improper purpose (e.g., to unnecessarily encumber the case development 24 process or to impose unnecessary expenses and burdens on other parties) may 25 expose the Designating Party to sanctions. 26 If it comes to a Designating Party’s attention that information or items that 27 it designated for protection do not qualify for protection, that Designating Party 1 must promptly notify all other Parties that it is withdrawing the inapplicable 2 designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in 4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 5 stipulated or ordered, Disclosure or Discovery Material that qualifies for 6 protection under this Order must be clearly so designated before the material is 7 disclosed or produced. 8 Designation in conformity with this Order requires: 9 (a) For information in documentary form (e.g., paper or electronic 10 documents, but excluding transcripts of depositions or other pretrial or trial 11 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 shall 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, 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.

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. 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.

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);
- (d) The Court and its personnel;
- (e) Court reporters and their staff;
- (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 12 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

Pages 15 of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and (i) Any mediator or settlement

officer, and their supporting 19 personnel, mutually agreed upon by any of the parties engaged in settlement 20 discussions.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 22 PRODUCED IN OTHER LITIGATION 23 If a Party is served with a subpoena or a court order issued in other litigation 24 that compels disclosure of any information or items designated in this Action as 25 “CONFIDENTIAL,” that Party must: 26 (a) Promptly notify in writing the Designating Party. Such notification 27 shall include a copy of the subpoena or court order; 1 (b) Promptly notify in writing the party who caused the subpoena or order 2 to issue in the other litigation that some or all of the material covered by the 3 subpoena or order is subject to this Protective Order.

Such notification shall 4 include a copy of this Stipulated Protective Order; and 5 (c) Cooperate with respect to all reasonable procedures sought to be 6 pursued 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 shall 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 shall 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 shall: 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 confidentiality 1 agreement with a Non-Party; 2 (2) Promptly provide the Non-Party with a copy of the Stipulated 3 Protective Order in this Action, the relevant discovery request(s), and a reasonably 4 specific description of the information requested; and 5 (3) Make the information requested available for inspection by the 6 Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this court within 8 14 days of receiving the notice and accompanying information, the Receiving 9 Party may produce the Non-Party’s confidential information responsive to the 10 discovery request. If the Non-Party timely seeks a

protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

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

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL 27 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court. 12. MISCELLANEOUS 12.1 Right to Further Relief.

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

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

If a Party's request to file Protected 23 Material under seal is denied by the court, then the Receiving Party may file the 24 information in the public record unless otherwise instructed by the Court. 25 13. FINAL DISPOSITION 26 After the final disposition of this Action, as defined in Section 4, within 27 sixty (60) days of a written request by the Designating Party, each Receiving Party 1 must return all Protected Material to the Producing Party or destroy such material.

2 As used in this subdivision, "all Protected Material" includes all copies, abstracts, 3 compilations, summaries, and any other format reproducing or capturing any of 4 the Protected Material. Whether the Protected Material is returned or destroyed, 5 the Receiving Party must submit a written certification to the Producing Party 6 (and, if not the same person or entity, to the Designating Party) by the 60 day 7 deadline that (1) identifies (by category, where appropriate) all the Protected 8 Material that was returned or destroyed and (2) affirms that the Receiving Party 9 has not retained any copies, abstracts, compilations, summaries or any other format 10 reproducing or capturing any of the Protected Material.

Notwithstanding this 11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion 12 papers, trial, deposition, and hearing transcripts, legal memoranda, 13 correspondence, deposition and trial exhibits, expert reports, attorney work 14 product, and consultant and expert work product, even if such materials contain 15 Protected Material.

Any such archival copies that contain or constitute Protected 16 Material remain subject to this Protective Order as set forth in Section 4 17 (DURATION). 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 1 | 14. VIOLATION 2 Any violation of this Order may be punished by any and all appropriate 3 || measures including, without limitation, contempt proceedings and/or monetary 4 || sanctions.

5 | ITISSO STIPULATED. 6 7 || DATED: December 30, 2025 Respectfully submitted, 8 LAURA FEINGOLD County Counsel 9 /s/ Seonhae Shin 10 SEONHAE SHIN Deputy County Counsel Attorneys for Defendant Deputy 12 Martinez-Nava 13 14 DATED: December 29, 2025 /s/ Dukhan Durand Flowers 15 DUKHAN DURAND FLOWERS 16 "7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 18 * 9 ELzZZ— DATED: 12/30/2025 20 HONORABLE CHARLES EICK United States Magistrate Judge 21 22 23 24 25 26 27 28 15 CASE NO 5:25-cv-01473-MWC-E 1 2 EXHIBIT A 3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 4 I, [print or type full name], of 5 [print or type full address], declare under penalty of perjury 6 that I have read in its entirety and understand the Stipulated Protective Order that 7 was issue by the United States District Court for the Central District of California 8 on _____ [Date] in the case of Dukhan Durand Flowers v. Deputy 9 Martinez, case number EDCV 5:25-cv-01473 MWC- E. I agree to comply with 10 and to be bound by all the terms of this Stipulated Protective Order and I 11 understand and acknowledge that failure to so comply could expose me to 12 sanctions and punishment in the nature of contempt.

I solemnly promise that I 13 will not disclose in any manner any information or item that is subject to this 14 Stipulated Protective Order to any person or entity except in strict compliance 15 with the provisions of this Order. 16 I further agree to submit to the jurisdiction of the United States District 17 Court for the Central District of California for the purpose of enforcing the terms 18 of this Stipulated Protective Order, even if such enforcement proceedings occur 19 after termination of this action.

I hereby appoint 20 [print or type full name] of [print or type full 21 address and telephone number] as my California agent for service of process in 22 connection with this action or any proceedings related to enforcement of this 23 Stipulated Protective Order. 24 Date: 25 City and State where sworn and signed: 26 Printed Name: 27 Signature: 1 PROOF OF SERVICE 2 I am employed in the County of San Bernardino, State of California.

I am a citizen of the United States, employed in the County of San Bernardino, State of California, over 3 the age of 18 years and not a party to nor interested in the within action. My business address is 385 North Arrowhead Avenue, Fourth Floor, San Bernardino, CA 92415-0140. 4 5 On December 30, 2025, I served the following documents (specify): 6 STIPULATED PROTECTIVE ORDER 7 I served the documents on the persons below, as follows: 8 Dukhan Durand Flowers Pro Se, Dukhan Durand Flowers 9 5175 Sunset Blvd.

Suite 1 Box 1127 10 Lexington, SC 29072 11 Tel: (712) 227-2835 12 Email: flowers234@mail.com 13 I served the documents on the persons below, as follows: 14 By United States Mail. I enclosed the documents in a sealed envelope or package addressed 15 to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices.

I am readily familiar with this business's practice for 16 collection and processing correspondence for mailing, and know that the document(s) described herein will be deposited in the ordinary course of business with the United States Postal Service, 17 in a sealed envelope with postage fully paid. 18 By e-mail or electronic transmission. I caused the documents to be sent to the persons at 19 the e-mail addresses listed above.

I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. 20 I declare under penalty of perjury under the laws of the State of California, that the above 21 is true and correct. 22 23 Dated: December 30, 2025 /s/ Yesenia Martinez 24 YESENIA MARTINEZ, Declarant 25 26 27