

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA, EASTERN DIVISION

Isabel Valdez v. City of Fontana

Case No. 5:24-cv-02631-KK-SP (C.D. Cal. June 17, 2025) · No. 5:24-cv-02631-KK-SP · Decided June 17, 2025

SUMMARY

This document is a stipulated protective order in a federal civil-rights action brought by Isabel Valdez and minor plaintiffs against the City of Fontana and Officer Alex Yanez. It governs the designation, disclosure, use, challenge, filing, and final disposition of confidential discovery materials, including police-investigation records, personnel information, and training materials.

CASE DETAILS

COURT	United States District Court for the Central District of California, Eastern Division
WRITING FOR THE COURT	Sheri Pym
DECIDED	June 17, 2025
DOCKET	5:24-cv-02631-KK-SP
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery material, and the magistrate judge entered the order for good cause shown.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

discovery dispute civil procedure civil rights municipal law sanctions

PRACTICE AREAS

civil procedure civil rights municipal law discovery

QUESTIONS PRESENTED

- Whether good cause existed to enter the parties' stipulated protective order under Federal Rule of Civil Procedure 26(c).
- What procedures and limitations would govern designation, challenge, disclosure, use, filing, retention, and final disposition of confidential discovery material.

HOLDINGS

1. The court entered the stipulated protective order for good cause shown, subject to the order's provisions governing confidential discovery material.
2. Material designated as confidential under the order may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to persons and under the conditions specified in the order.
3. Designating parties must limit confidentiality designations to material that qualifies for protection, and the designating party bears the burden of persuasion in a challenge to a designation.
4. The protective order does not itself authorize filing protected material under seal; a party seeking sealing must comply with Local Rule 79-5 and obtain a court order authorizing sealing of the specific material.

KEY QUOTATIONS

“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action.”
(at 10)

“Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.” (at 13-14)

FACTUAL BACKGROUND

The discovery in the action was expected to involve confidential and private information, including personal and medical data, employee-benefit and employment records, peace-officer personnel files, police-investigation materials, department policies, and officer-training information. The defendants asserted that some materials were protected by the official-information privilege and that disclosure could create security, privacy, embarrassment, oppression, or physical-harm risks. The parties sought a protective order to limit use and disclosure of qualifying material while preserving reasonable use for litigation.

PROCEDURAL HISTORY

Plaintiffs brought a civil-rights action against the City of Fontana, Officer Alex Yanez, and Doe defendants. During discovery, the parties anticipated producing confidential, proprietary, private, privileged, and law-enforcement-related material, including police-investigation records and personnel information. The parties submitted a stipulated protective order, which the court approved and entered on June 17, 2025.

DISPOSITION

other

CASES CITED

- Sanchez v. City of Santa Ana, 936 F.2d 1027, 1033 (9th Cir. 1991)
- Kerr v. United States District Court for the Northern District of California, 511 F.2d 192, 198 (9th Cir. 1975), aff'd, 426 U.S. 394, 96 S. Ct. 2119, 48 L. Ed. 2d 725 (1976)

OPINION

1 | James R Touchstone, SBN 184584 ji@jones-mayer.com 2 elissa M. Ballard, Esq., SBN 185739 mmb@jones-mayer.com 3 | JONES MAYER 3777 North Harbor Boulevard 4 | Fullerton, CA 92835 Telephone: 446-1400 5 | Facsimile: (714) 446-1448 6 | Attorneys for Defendants, CITY OF FONTANA, OFFICER ALEX YANEZ 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION 10 ISABEL VALDEZ, an individual; Case No. 5:24-CV-02631-KK-SP 11 | JANE A.V.

DOE, a minor, by and through her guardian ad litem Jessenia | Honorable Kenly Kiva Kato 12 | Torres; and JANE A.B. DOE, a minor, | Magistrate Judge Sheri Pym by and through her guardian ad litem —| Courtroom 3 13 | Jessenia Torres; STIPULATED PROTECTIVE 14 Plaintiffs, ORDER 15 v. 16 | CITY OF FONTANA, OFFICER ALEX YANEZ, and DOES 1 through 17 | 20, inclusive 18 Defendants.

19 20 | 1. PURPOSES AND LIMITATIONS 21 Discovery in this action is likely to involve production of items both Defendants 22 | and Plaintiff allege are confidential, proprietary, or private information for which special 23 | protection from public disclosure and from use for any purpose other than prosecuting 24 | this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition 25 | the Court to enter the following Stipulated Protective Order. The parties acknowledge 26 | that this Stipulated Protective Order does not confer blanket protections on all disclosures 27 | or responses to discovery and that the protection it affords from public disclosure and use 28 | extends only to the limited information or items that are entitled to confidential treatment TH [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | under the applicable legal principles.

The parties further acknowledge, as set forth in 2 | Section 14.3 below, that this Stipulated Protective Order does not entitle them to file 3 | confidential information under seal; Local Rule 79-5 sets forth the procedures that must 4 | be followed and the standards that will be applied when a party seeks permission from 5 | the Court to file material under seal.

6 | 2. GOOD CAUSE STATEMENT 7 One or more of the Parties represent that pre-trial discovery in this case may 8 | include matters that are confidential and privileged and may require the discovery of 9 | and/or production of documents pertaining to the City of Fontana Police Department's 10 | investigation of the underlying criminal activities, as well as peace officer personnel 11 | file information and/or documents which the Parties agree which may include: (1) 12 | Personal data; (2) Medical history; (3) Election of employee benefits; (4) Employee 13 | advancement, appraisal, or discipline; and (5) Complaints, or investigations of 14 | complaints, if any, concerning an event or transaction in which a peace officer may 15 | have participated, or which a peace officer may have perceived, and may pertaining to 16 | the manner in which the peace officer performed his or her duties.

Without waiving 17 | objections to the production of such documentation and information, Defendants 18 | contend that such information is privileged as official information. *Sanchez v. City of 19 | Santa Ana*, 936 F.2d 1027, 1033 (9th Cir. Cal. 1990); see also *Kerr v. United States 20 | Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir.1975), *aff'd*, 426 U.S. 394, 96 S.Ct.

21 | 2119, 48 L.Ed.2d 725 (1976). Further, discovery may require depositions, written 22 | discovery and/or the production of certain Fontana Police Department policies and 23 | procedures and peace officer training information the public disclosure of which may 24 | could comprise officer safety, and/or raise security issues. Defendants contend that 25 | public disclosure of such material and information poses a substantial risk of 26 | embarrassment, oppression and/or physical harm to peace officers whose confidential 27 | information is disclosed.

Defendants further contend that this potential risk of harm to 28 | peace officers is greater than with other government employees due to the nature of [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | their profession. Finally, Defendants contend that the benefit of public disclosure of 2 | confidential information is minimal while the potential disadvantages may be are great.

3 Accordingly, to expedite the flow of information, to facilitate the prompt 4 | resolution of disputes over confidentiality of discovery materials, to adequately protect 5 | information the parties are or may be entitled to keep confidential, to ensure that the 6 | parties are permitted reasonable necessary uses of such material in preparation for and 7 | 1n the conduct of trial, to address their handling at the end of the litigation, and to serve 8 | the ends of justice, a protective order for such information is justified in this matter.

It 9 | is the intent of the parties that information will not be designated as confidential for 10 | tactical reasons and that nothing be so designated without a good faith belief by the 11 | designating Party that it has been maintained in a confidential, non-public manner, and 12 | there is good cause why it should not be part of the public record of this case.

13 | 3. DEFINITIONS 14 3.1. Action: This pending federal lawsuit, /sabel Valdez, et al. v. City of 15 Fontana, et al., Case No. 5:24-cv-02631-KK-SP. 16 3.2. Challenging Party: A Party or Nonparty that challenges the designation of 17 information or items under this Stipulated Protective Order. 18 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how 19 it is generated, stored or maintained) or tangible things that qualify for 20 protection under Federal Rule of Civil Procedure 26(c), and as specified 21 above in the Good Cause Statement.

22 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as 23 their support staff). 24 3.5. Designating Party: A Party or Nonparty that designates information or 25 items that it produces in disclosures or in responses to discovery as 26 “CONFIDENTIAL.” 27 3.6. Disclosure or Discovery Material: All items or information, regardless of 28 the medium or

manner in which it is generated, stored, or maintained 3: [PROPOSED] STIPULATED PROTECTIVE ORDER 1 (including, among other things, testimony, transcripts, and tangible 2 things), that is produced or generated in disclosures or responses to 3 discovery in this matter.

4 3.7. Expert: A person with specialized knowledge or experience in a matter 5 pertinent to the litigation who has been retained by a Party or its counsel 6 to serve as an expert witness or as a consultant in this Action. 7 3.8.

In-House Counsel: Attorneys who are employees of a party to this Action. 8 In-House Counsel does not include Outside Counsel of Record or any 9 other outside counsel. 10 3.9. Nonparty: Any natural person, partnership, corporation, association, or 11 other legal entity not named as a Party to this action. 12 3.10. Outside Counsel of Record: Attorneys who are not employees of a party 13 to this Action but are retained to represent or advise a party to this Action 14 and have appeared in this Action on behalf of that party or are affiliated 15 with a law firm which has appeared on behalf of that party, and includes 16 support staff.

17 3.11. Party: Any party to this Action, including all of its officers, directors, 18 employees, consultants, retained experts, In-House Counsel, and Outside 19 Counsel of Record (and their support staffs). 20 3.12. Producing Party: A Party or Nonparty that produces Disclosure or 21 Discovery Material in this Action. 22 3.13. Professional Vendors: Persons or entities that provide litigation support 23 services (e.g., photocopying, videotaping, translating, preparing exhibits 24 or demonstrations, and organizing, storing, or retrieving data in any form 25 or medium) and their employees and subcontractors.

26 3.14. Protected Material: Any Disclosure or Discovery Material that is 27 designated as "CONFIDENTIAL." 28 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material "4 [PROPOSED] STIPULATED PROTECTIVE ORDER 1 from a Producing Party. 214. SCOPE 3 The protections conferred by this Stipulated Protective Order cover not only 4 | Protected Material (as defined above), but also (1) any information copied or extracted 5 | from Protected Material; (2) all copies, excerpts, summaries, or compilations of 6 | Protected Material; and (3) any testimony, conversations, or presentations by Parties or 7 | their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the orders of the trial 9 | judge. This Stipulated Protective Order does not govern the use of Protected Material 10 | at trial. 11 | 5. DURATION 12 Should any Protected Material become part of the public record at trial or 13 | otherwise (such as where the Court denies the request to file under seal), this Protective 14 | Order shall no longer apply to such portions at Trial which became part of the public 15 | record, with the exception that all such material/documents, whether part of the public 16 | record or not, must still be returned in compliance with Section 15: Final Disposition.

17 | Should any portion of the Protected Material remain confidential until trial, during any 18 | portion of the trial of this action which could entail the discussion or disclosure of 19 | Confidential Information, each Party may request the opportunity to show good cause 20 | to the Court as to why access to the courtroom should be limited to parties, their counsel 21 | and other designated representative, experts or consultants who agreed to be bound by 22 | this stipulation/protective order, and court personnel.

23 For all portions of the Protected Material after final disposition of the Trial, 24 | whether they became part of the public record or not, the confidentiality obligations by 25 | this Order shall remain in full effect. Final disposition shall be deemed to be the later of 26 | (1) dismissal of all claims and defenses in this Action, with or without prejudice; (2) In 27 | any event wherein all remaining claims in this matter are remanded to State Court or 28 | severed from the Federal matter and returned to State Court; and/or (3) final judgment 5: [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | herein after the completion and exhaustion of all appeals, re-hearings, remands, trials, 2 | or reviews of this Action, including the time limits for filing any motions or applications 3 | for extension of time pursuant to applicable law.

6. DESIGNATING PROTECTED MATERIAL 5 6.1. Exercise of Restraint and Care in Designating Material for Protection. 6 Each Party or Nonparty that designates information or items for protection under 7 | this Stipulated Protective Order must take care to limit any such designation to specific 8 | material that qualifies under the appropriate standards.

The Designating Party must 9 | designate for protection only those parts of material, documents, items, or oral or written 10 | communications that qualify so that other portions of the material, documents, items, or 11 | communications for which protection is not warranted are not swept unjustifiably within 12 | the ambit of this Stipulated Protective Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that 14 | are shown to be clearly unjustified or that have been made for an improper purpose 15 | (e.g., to unnecessarily encumber the case development process or to impose 16 | unnecessary expenses and burdens on other parties) may expose the Designating Party 17 | to sanctions.

18 If it comes to a Designating Party's attention that information or items that it 19 | designated for protection do not qualify for protection, that Designating Party must 20 | promptly notify all other Parties that it is withdrawing the inapplicable designation. 21 6.2. Manner and Timing of Designations. 22 Except as otherwise provided in this Stipulated Protective Order (see, e.g., 23 | Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material 24 | that qualifies for protection under this Stipulated Protective Order must be clearly so 25 | designated before the material is disclosed or produced.

26 Designation in conformity with this Stipulated Protective Order requires the 27 | following: 28
(a) For information in documentary form (e.g., paper or electronic -6- [PROPOSED]
STIPULATED PROTECTIVE ORDER 1 | documents, but excluding transcripts of depositions or
other pretrial or trial 2 | proceedings), that the Producing Party affix at a minimum, the legend 3 |
“CONFIDENTIAL” to each page that contains protected material.

If only a portion or 4 | portions of the material on a page qualifies for protection, the Producing
Party also must 5 | clearly identify the protected portion(s) (e.g., by making appropriate markings
in the 6 | margins). 7 A Party or Nonparty that makes original documents available for inspection 8
| need not designate them for protection until after the inspecting Party has indicated 9 | which
documents it would like copied and produced.

During the inspection and before 10 | the designation, all of the material made available for
inspection shall be deemed 11 | “CONFIDENTIAL.” After the inspecting Party has identified the
documents it wants 12 | copied and produced, the Producing Party must determine which
documents, or portions 13 | thereof, qualify for protection under this Stipulated Protective Order.

Then, before 14 | producing the specified documents, the Producing Party must affix the legend 15
| “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or 16 |
portions of the material on a page qualifies for protection, the Producing Party also must 17 |
clearly identify the protected portion(s) (e.g., by making appropriate markings in the 18 | margins).

19 (b) For testimony given in depositions, that the Designating Party 20 | identify the Disclosure or
Discovery Material on the record before the close of the 21 | deposition, all protected testimony. 22

(c) For information produced in non-documentary form, and for any 23 | other tangible items, that
the Producing Party affix in a prominent place on the exterior 24 | of the container or containers in
which the information is stored the legend 25 | “CONFIDENTIAL.” If only a portion or portions
of the information warrants protection, 26 | the Producing Party, to the extent practicable, shall
identify the protected portion(s).

27 6.3. Inadvertent Failure to Designate. 28 If timely corrected, an inadvertent failure to designate
qualified information or [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | items does not,
standing alone, waive the Designating Party’s right to secure protection 2 | under this Stipulated
Protective Order for such material. Upon timely correction of a 3 | designation, the Receiving
Party must make reasonable efforts to assure that the material 4 | is treated in accordance with the
provisions of this Stipulated Protective Order.

5 6.4 Withdrawal of Designation. 6 A Designating Party may withdraw the designation of
information or items for 7 | protection under this Order or remove the protected material from
some or all of the 8 | protections and provisions of this Stipulation and its associated Order by
agreement 9 | among the parties, or pursuant to an Order of the Court.

The Designating Party shall be 10 | construed to have withdrawn a designation for protection under this Order by either (1) 11 | making such protected material part of the public record—including but not limited to 12 | attaching such material as exhibits to any filing with the Court without moving, prior to 13 | such filing, for the Court to seal such records; or (2) failing to timely oppose a 14 | Challenging Party’s motion to remove the designation to specific protected material.

15 | 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS 16 7.1. Timing of Challenges.
17 Any Party or Nonparty may challenge a designation of confidentiality at any time 18 | that is consistent with the Court’s Scheduling Order. 19 7.2. Meet and Confer. 20 The Challenging Party shall initiate the dispute resolution process under Local Rule 21 | 37.1 et seq. 22 7.3.

Burden of Persuasion. 23 The burden of persuasion in any such challenge proceeding shall be on the 24 | Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., 25 | to harass or impose unnecessary expenses and burdens on other parties) may expose the 26 | Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn 27 | the confidentiality designation, all parties shall continue to afford the material in 28 | question the level of protection to which it is entitled under the Producing Party’s -8- [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIALS 3 8.1. Basic Principles. 4 A Receiving Party may use Protected Material that is disclosed or produced by 5 | another Party or by a Nonparty in connection with this Action only for prosecuting, 6 | defending, or attempting to settle this Action. Such Protected Material may be disclosed 7 | only to the categories of persons and under the conditions described in this Stipulated 8 | Protective Order.

When the Action reaches a final disposition, a Receiving Party must 9 | comply with the provisions of Section 15 below. 10 Protected Material must be stored and maintained by a Receiving Party at a 11 | location and in a secure manner that ensures that access is limited to the persons 12 | authorized under this Stipulated Protective Order. 13 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

14 Unless otherwise ordered by the Court or permitted in writing by the Designating 15 | Party, a Receiving Party may disclose any information or item designated 16 | “CONFIDENTIAL” only to: 17 (a) The Receiving Party’s Outside Counsel of Record, as well as employees of 18 said Outside Counsel of Record to whom it is reasonably necessary to 19 disclose the information for this Action; 20 (b) The officers, directors, and employees (including In-House Counsel) on the 21 Designating Party.

Frivolous challenges, and those made for an improper 22 purpose (e.g., to harass or impose unnecessary expenses and burdens on 23 other parties) may expose the Challenging Party to sanctions. Unless the 24 Designating Party has waived or withdrawn the confidentiality

designation, 25 all parties shall continue to afford the material in question the level of 26 protection to which it is entitled under the Producing Party's designation 27 until the Court rules on the challenge.

28 9. [PROPOSED] STIPULATED PROTECTIVE ORDER 1 (c) Experts (as defined in this Order) of the Receiving Party to whom 2 disclosure is reasonably necessary for this Action and who have signed the 3 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 4 (d) the court and its personnel; 5 (e) court reporters and their staff; 6 (f) professional jury or trial consultants, mock jurors, and Professional 7 Vendors to whom disclosure is reasonably necessary for this Action and who 8 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 9 (g) the author or recipient of a document containing the information or a 10 custodian or other person who otherwise rightfully possessed or rightfully 11 knew the information; 12 (h) during their depositions, witnesses, and attorneys for witnesses, in the 13 Action to whom disclosure is reasonably necessary provided: (1) the deposing 14 party requests that the witness sign the form attached as Exhibit | hereto; and 15 (2) they will not be permitted to keep any confidential information unless they 16 sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless 17 otherwise agreed by the Designating Party or ordered by the court.

Pages of 18 transcribed deposition testimony or exhibits to depositions that reveal 19 Protected Material may be separately bound by the court reporter and may not 20 be disclosed to anyone except as permitted under this Stipulated Protective 21 Order; and 22 (i) any mediator or settlement officer, and their supporting personnel, 23 mutually agreed upon by any of the parties engaged in settlement discussions 24 (g)any mediator or settlement officer, and their supporting personnel, 25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 | 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED II 27 | OTHER LITIGATION 28 If a Party is served with a subpoena or a court order issued in other litigation that - 10 - [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | compels disclosure of any information or items designated in this Action as 2 | "CONFIDENTIAL," that Party must: 3 (a) Promptly notify in writing the Designating Party.

Such notification 4 shall include a copy of the subpoena or court order; 5 (b) Promptly notify in writing the party who caused the subpoena or order 6 to issue in the other litigation that some or all of the material covered 7 by the subpoena or order is subject to this Stipulated Protective Order. 8 Such notification shall include a copy of this Stipulated Protective 9 Order; and 10 (c) Cooperate with respect to all reasonable procedures sought to be 11 pursued by the Designating Party whose Protected Material may be 12 affected.

13 If the Designating Party timely seeks a protective order, the Party served with the 14 | subpoena or court order shall not produce any information designated in this action as 15 |

“CONFIDENTIAL” before a determination by the Court from which the subpoena or 16 | order issued, unless the Party has obtained the Designating Party’s permission.

The 17 | Designating Party shall bear the burden and expense of seeking protection in that court 18 | of its confidential material and nothing in these provisions should be construed as 19 | authorizing or encouraging a Receiving Party in this Action to disobey a lawful 20 | directive from another court. 21] 11. A. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 22 PRODUCED IN THIS LITIGATION 23 11.1.

Application. 24 The terms of this Stipulated Protective Order are applicable to information 25 | produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such 26 | information produced by Nonparties in connection with this litigation is protected by 27 | the remedies and relief provided by this Stipulated Protective Order. Nothing in these 28 | provisions should be construed as prohibiting a Nonparty from seeking additional -111- [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | protections.

2 11.2. Notification. 3 In the event that a Party is required, by a valid discovery request, to produce a 4 | Nonparty’s confidential information in its possession, and the Party is subject to an 5 | agreement with the Nonparty not to produce the Nonparty’s confidential information, 6 | then the Party shall: 7 (a) Promptly notify in writing the Requesting Party and the Nonparty that 8 some or all of the information requested is subject to a confidentiality 9 agreement with a Nonparty; 10 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective 11 Order in this Action, the relevant discovery request(s), and a reasonably 12 specific description of the information requested; and 13 (c) Make the information requested available for inspection by the 14 Nonparty, if requested.

15 11.3. Conditions of Production. 16 If the Nonparty fails to seek a protective order from this Court within fourteen 17 | (14) days after receiving the notice and accompanying information, the Receiving Party 18 | may produce the Nonparty’s confidential information responsive to the discovery 19 | request. If the Nonparty timely seeks a protective order, the Receiving Party shall not 20 | produce any information in its possession or control that is subject to the confidentiality 21 | agreement with the Nonparty before a determination by the Court.

Absent a court order 22 | to the contrary, the Nonparty shall bear the burden and expense of seeking protection 23 | in this Court of its Protected Material. 24] 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 26 | Protected Material to any person or in any circumstance not authorized under this 27 | Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing 28 | the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve -12- [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | all unauthorized copies of the Protected Material, (3) inform the person or persons to 2 | whom

unauthorized disclosures were made of all the terms of this Stipulated Protective 3 | Order, and (4) request such person or persons to execute the “Acknowledgment and 4 | Agreement to be Bound” (Exhibit A).

5 INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 6 PROTECTED MATERIAL 7 When a Producing Party gives notice to Receiving Parties that certain 8 | inadvertently produced material is subject to a claim of privilege or other protection, 9 | the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 10 | Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 11 | may be established in an e-discovery order that provides for production without prior 12 | privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 13 | parties reach an agreement on the effect of disclosure of a communication or 14 | information covered by the attorney-client privilege or work product protection, the 15 | parties may incorporate their agreement in the Stipulated Protective Order submitted to 16 | the Court. 17 | 14. MISCELLANEOUS 18 14.1.

Right to Further Relief. 19 Nothing in this Stipulated Protective Order abridges the right of any person to 20 | seek its modification by the Court in the future. 21 14.2. Right to Assert Other Objections. 22 By stipulating to the entry of this Stipulated Protective Order, no Party waives 23 | any right it otherwise would have to object to disclosing or producing any information 24 | or item on any ground not addressed in this Stipulated Protective Order.

Similarly, no 25 | Party waives any right to object on any ground to use in evidence of any of the material 26 | covered by this Stipulated Protective Order. 27 14.3. Filing Protected Material. 28 A Party that seeks to file under seal any Protected Material must comply with -13- [PROPOSED] STIPULATED PROTECTIVE ORDER 1 | Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court 2 | order authorizing the sealing of the specific Protected Material at issue.

If a Party's 3 | request to file Protected Material under seal is denied by the Court, then the Receiving 4 | Party may file the information in the public record unless otherwise instructed by the 5 Court. 6] 15. FINAL DISPOSITION 7 After the final disposition of this Action, within sixty (60) days of a written 8 | request by the Designating Party, each Receiving Party must return all Protected 9 | Material to the Producing Party or destroy such material.

As used in this subdivision, 10 | “all Protected Material” includes all copies, abstracts, compilations, summaries, and 11 | any other format reproducing or capturing any of the Protected Material. Whether the 12 | Protected Material is returned or destroyed, the Receiving Party must submit a written 13 | certification to the Producing Party (and, if not the same person or entity, to the 14 | Designating Party) by the 60-day deadline that (1) identifies (by category, where 15 | appropriate) all the Protected Material that was returned or destroyed and (2) affirms 16 | that the

Receiving Party has not retained any copies, abstracts, compilations, summaries 17 | or any other format reproducing or capturing any of the Protected Material.

18 | Notwithstanding this provision, Counsel is entitled to retain an archival copy of all 19 | pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; 20 | correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain Protected 22 | Material.

Any such archival copies that contain or constitute Protected Material remain 23 | subject to this Stipulated Protective Order as set forth in Section 5 (DURATION). 24] 16. VIOLATION 25 Any violation of this Stipulated Order may be punished by any and all appropriate 26 | measures including, without limitation, contempt proceedings and/or monetary 27 | sanctions.

28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. - 14- [PROPOSED] STIPULATED PROTECTIVE ORDER I 5 Dated: June 17, 2025 Respectfully submitted, JONES MAYER 3 4 By:/s/ Melissa M. Ballard 5 James R. Touchstone Melissa M. Ballard 6 Attorneys for Defendants, CITY OF FONTANA, 7 OFFICER ALEX YANEZ 8 9 Dated: June 17, 2025 CARRILLO LAW FIRM, LLP 10 il By:/s/ J. Miguel Flores Luis A. Carrillo.

12 Michael S. Carrillo J. Miguel Flores 13 Attorneys for Plaintiffs ISABEL VALDEZ, an individual, etc., et 14 al. | Dated: June 17, 2025 YOURIST LAW CORPORATION, APC 16 V7 By:/s/ Bradley J. Yourist 18 Bradley J. Yourist Daniel J. Yourist 19 Attomeys for Plaintiffs ISABEL VALDEZ, an individual, etc., et 90 al. 21 22 23 | FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24: RY 26 | Dated: June 17, 2025 7 Honorable Sheri Pym United States Magistrate Judge 28 -15- [PROPOSED] STIPULATED PROTECTIVE ORDER I EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, [full name], of 4 | [address], declare under penalty of perjury that I have read in its entirety and 5 | understand the Stipulated Protective Order that was issued by the United States District 6 | Court for the Central District of California on [date] in the case of 7 | Isabel Valdez, et al. v. City of Fontana, et al., Case No. 5:24-cv-02631-KK-SP.

I agree 8 | to comply with and to be bound by all the terms of this Stipulated Protective Order, 9 | and I understand and acknowledge that failure to so comply could expose me to 10 | sanctions and punishment in the nature of contempt. I solemnly promise that I will not 11 | disclose in any manner any information or item that is subject to this Stipulated 12 | Protective Order to any person or entity except in strict compliance with the provisions 13 | of this Stipulated Protective Order.

14 I further agree to submit to the jurisdiction of the United States District Court 15 | for the Central District of California for the purpose of enforcing the terms of this 16 | Stipulated Protective Order, even if such enforcement proceedings occur after 17 | termination of this action.

I hereby appoint [full name] of 18 [address and telephone number] 19 as my California agent for 20 | service of process in connection with this action or any proceedings related to 21 | enforcement of this Stipulated Protective Order.

22 | Signature: 23 | Printed Name: 24 | Date: 25 | City and State Where Sworn and Signed: 26 27
28 - 16 - [PROPOSED] STIPULATED PROTECTIVE ORDER