

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Estate of Damon Beitz v. Riverside Police Department

Estate of Beitz · No. 5:24-cv-02084-SSS-JPR · Decided April 2, 2025

SUMMARY

This document is a stipulated protective order entered in a federal civil action involving claims by the Estate of Damon Beitz and Lisa Perry against Riverside-area public entities and individual defendants. It governs the designation, use, disclosure, challenge, handling, and final disposition of confidential discovery material. The order was signed by the parties and entered by the United States District Court for the Central District of California on April 2, 2025.

OPINION

1 || Eugene P. Ramirez (State Bar No. 134865) eugene, ramirez@manningkass.com 2 || Kayleigh Andersen (State Bar No. 306442) kayleigh andersen@manningkass.com 3 || David Fleck (State Bar No. 192912) NOTE: CHANGES MADE BY THE COURT David.Fleck@manningkass.com 4||MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP 5||801 S. Figueroa St, 15" Floor Los Angeles, California 90017-3012 6 || Telephone: Gb) 624-6900 Facsimile: (213) 624-6999 7 Attorneys for Defendants, COUNTY OF 8 RIVERSIDE, RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, SHERIFF 9 || CHAD BIANCO, EDWARD DELGADO, JAMES KRACHMER, and VICTORIA 10 || VARISCO-FLORES 2 11 UNITED STATES DISTRICT COURT 2 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION © =z 13 14 || ESTATE OF DAMON BEITZ; LISA Case No. 5:24-cv-02084-SSS-JPR <x PERRY, individually and as successor = 15 || 1n interest to DAMON BEITZ, District Judge.

Sunshine Suzanne Sykes Magistrate Judge, Jean P. Rosenbluth 16 Plaintiffs, 17 V. STIPULATED PROTECTIVE ORDER 18 || RIVERSIDE POLICE DEPARTMENT, a public entity; CITY OF RIVERSIDE, 19\|a public entity: RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, a public 20 || entity; COUNTY OF RIVERSIDE, a public entity; SHERIFF CHAD 21 || BIANCO, an individual; EDWARD DELGADO, individually; JAMES 22 || KRACHMER, individually; Filed Dated; 09/27/2024 VICTORIA VARISCO-FLORES, Trial Date: 03/09/2026 23 || individually; and DOES 1 through 20, inclusive, 24 Defendants.

25 26/1. INTRODUCTION 27 A. PURPOSES AND LIMITATIONS 28 Discovery in this action is likely to involve production of confidential, 1 || proprietary, or private information for which special protection from public disclosure 2 || and from use for any purpose other than prosecuting

this litigation may be warranted. 3 || Accordingly, the parties hereby stipulate to and petition the Court to enter the 4 || following Stipulated Protective Order.

The parties acknowledge that this Order does 5 ||not confer blanket protections on all disclosures or responses to discovery and that 6 || the protection it affords from public disclosure and use extends only to the limited 7 ||information or items that are entitled to confidential treatment under the applicable 8 || legal principles.

The parties further acknowledge, as set forth in Section 12.3, below, 9||that this Stipulated Protective Order does not entitle them to file confidential 10 || information under seal; Civil Local Rule 79-5 sets forth the procedures that must be 2 11 || followed and the standards that will be applied when a party seeks permission from x 12 || the court to file material under seal.

13 B. GOOD CAUSE STATEMENT Ss 14 This action is likely to involve medical records, sensitive and confidential 15 ||documents related to police reporting and practices, documents containing private 16 || information from third parties, police investigation procedures and tactics, and other 17|| confidential and private information for which special protection from public 18 || disclosure and from use for any purpose other than prosecution of this action is 19 || warranted.

Such confidential and proprietary materials and information may consist ||of, among other things, confidential personal information of non-parties, private 21||medical and autopsy records, internal police reviews and procedures, and other 22 || confidential and sensitive information otherwise generally unavailable to the public, 23 ||}or which may be privileged or otherwise protected from disclosure under state or 24 || federal statutes, court rules, case decisions, or common law.

Defendants contend that 25 ||there is good cause for a protective order to maintain the confidentiality of peace 26 || officer personnel records. They emphasize that releasing these records, which include ||internal analyses and legal communications, could hinder law enforcement 28 || investigations. 1 Accordingly, to expedite the flow of information, to facilitate the prompt 2 ||resolution of disputes over confidentiality of discovery materials, to adequately 3 || protect information the parties are entitled to keep confidential, to ensure that the 4 || parties are permitted reasonable necessary uses of such material in preparation for and 5 ||in the conduct of trial, to address their handling at the end of the litigation, and serve 6 || the ends of justice, a protective order for such information is justified in this matter.

7 || It is the intent of the parties that information will not be designated as confidential for 8 || tactical reasons and that nothing be so designated without a good faith belief that it 9 ||has been maintained in a confidential, non-public manner, and there is good cause 10 || why it should not be part of the public record of this case. 11/2. DEFINITIONS x 12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of Ss 14 || information or items under this Order. 15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how 16||it is generated, stored or maintained) or tangible things that qualify for protection ||}under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 18 || Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 20 || support staff). 21 2.5 Designating Party: a Party or Non-Party that designates information or 22 ||items that it produces in disclosures or in responses to discovery as 23 || “CONFIDENTIAL.” 24 2.6 Disclosure or Discovery Material: all items or information, regardless of 25 ||the medium or manner in which it is generated, stored, or maintained (including, 26 || among other things, testimony, transcripts, and tangible things), that are produced or 27 || generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter 1 || pertinent to the litigation who has been retained by a Party or its counsel to serve as 2 || an expert witness or as a consultant in this Action. 3 2.8 House Counsel: attorneys who are employees of a party to this Action. 4 ||House Counsel does not include Outside Counsel of Record or any other outside 5 || counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or 7 || other legal entity not named as a Party to this action. 8 2.10 Outside Counsel of Record: attorneys who are not employees of a party to 9 ||this Action but are retained to represent or advise a party to this Action and have 10 || appeared in this Action on behalf of that party or are affiliated with a law firm which 2 11 || has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors, 13 employees, consultants, retained experts, and Outside Counsel of Record (and their S\$ 14 || support staffs). 15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 16 || Discovery Material in this Action. 17 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or 19 || demonstrations, and organizing, storing, or retrieving data in any form or medium) 20 || and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is 22 || designated as “CONFIDENTIAL.” 23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 24 || from a Producing Party. 25 ||3. SCOPE 26 The protections conferred by this Stipulation and Order cover not only 27 || Protected Material (as defined above) but also any information copied or extracted 28 || from Protected Material; all copies, excerpts, summaries, or compilations of Protected 1 || Material; and any testimony, conversations, or presentations by Parties or their 2 || Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial will be governed by the orders of the 4 || trial judge. This Order does not govern the use of Protected Material at trial. 5/14. DURATION 6 Once a case proceeds to trial, all of the information that was designated as 7 || confidential or maintained pursuant to this protective order used or introduced as 8 || an exhibit at trial becomes public and will be presumptively available to all member 9 || of the public, including the press, unless compelling reasons supported by specific 10 || factual findings to proceed otherwise are made to the trial judge in advance of the 2 11 || trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th 2 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in 13 || discovery from “compelling reasons” standard when merits-related documents are S\$ 14 || part of court record).

Accordingly, the terms of this protective order do not extend 15 || beyond the commencement of the trial. 16||5. DESIGNATION OF PROTECTED MATERIAL 17 5.1. Each Party or non-party that designates information or items for 18 || protection under this Stipulation and its associated Order must take care to limit any 19 || such designation to specific material that qualifies under the appropriate standards.

A 20 || Designating Party must take care to designate for protection only those parts of 21 || material, documents, items, or oral or written communications that qualify — so that 22||other portions of the material, documents, items or communications for which 23 || protection is not warranted are not swept unjustifiably within the ambit of this Order. 24 Mass, indiscriminate, or routine designations are prohibited.

Designations that 25 || are shown to be clearly unjustified, or that have been made for an improper purpose 26 || (e.g., to unnecessarily encumber or retard the case development process, or to impose 27 || unnecessary expenses and burdens on other parties), expose the Designating Party to 28 || sanctions. 1 If it comes to a Designating Party’s attention that information or items that it 2 || designated for protection do not qualify for protection, that Designating Party must 3 || promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2. Except as otherwise provided in this Order, or as otherwise stipulated or 5 ☐☐ ordered, material that qualifies for protection under this Order must be clearly so 6 || designated before the material is disclosed or produced. 7 Designation in conformity with this Order requires the following: 8 (a) for information in documentary form (apart from transcripts of 9 || depositions or other pretrial or trial proceedings, and regardless of whether produced 10||}in hardcopy or electronic form), that the Producing Party affix the legend 2 11 || “CONFIDENTIAL” to each page that contains Protected Material.

If only a portion x 12 || or portions of the material on a page qualifies for protection, the Producing Party also 13 || must clearly identify the protected portion(s) (e.g., by making appropriate

markings S\$ 14 || in the margins). 15 A Party or Non-Party that makes original documents or materials available for 16 || inspection need not designate them for protection until after the inspecting Party has 17 || indicated which material it would like copied and produced.

During the inspection 18 || and before the designation, all of the material made available for inspection shall be 19 || deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents 20 || 1t wants copied and produced, the Producing Party must determine which documents, 21 || or portions thereof, qualify for protection under this Order. Then, before producing 22 ||the specified documents, the Producing Party must affix the “CONFIDENTIAL” 23 || legend to each page that contains Protected Material.

If only a portion or portions of 24 || the material on a page qualifies for protection, the Producing Party also must clearly 25 ||identify the protected portion(s) (e.g., by making appropriate markings in the 26 || margins). 27 (b) for testimony given in depositions, the Designating Party must identify 28 || the Disclosure or Discovery Material on the record, before the close of the deposition 1 || all protected testimony.

2 (c) for information produced in some form other than documentary, and for 3 || any other tangible items, the Producing Party must affix in a prominent place on the 4 || exterior of the container or containers in which the information or item is stored the 5 ||legend “CONFIDENTIAL.” If only portions of the information or item warrant 6 || protection, the Producing Party, to the extent practicable, shall identify the protected 7 || portions, specifying the material as “CONFIDENTIAL.” 8 5.3.

If timely corrected, an inadvertent failure to designate qualified 9 || information or items does not, standing alone, waive the Designating Party’s right to 10||secure protection under this Order for that material.

On timely correction of a 2 11 || designation, the Receiving Party must make reasonable efforts to assure that the x 12 || material is treated in accordance with the provisions of this Order. 13 || 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS. S\$ 14 6.1. Any Party or Non-Party may challenge a designation of confidentiality 15 || at any time that is consistent with the Court's Scheduling Order.

16 6.2. The Challenging Party shall initiate the dispute resolution process under 17 || Local Rule 37.1 et seq. 18 6.3. The burden of persuasion in any such challenge proceeding shall be on 19 || the Designating Party. Frivolous challenges, and those made for an improper purpose 20 || (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 21 || expose the Challenging Party to sanctions.

Unless the Designating Party has waived 22 || or withdrawn the confidentiality designation, all parties shall continue to afford the 23 || material in question the level of protection to which it is

entitled under the Producing 24 || Party's designation until the Court rules on the challenge. 25||7.
ACCESS TO AND USE OF PROTECTED MATERIAL. 26 7.1. A Receiving Party may use
Protected Material that is disclosed or 27 || produced by another Party or by a non-party in
connection with this case only for 28 || preparing, prosecuting, defending, or attempting to settle
this litigation — up to and 1 ||including final disposition of the above-entitled action — and not
for any other 2 || purpose, including any other litigation or dispute outside the scope of this action.

3 || Such Protected Material may be disclosed only to the categories of persons and under 4 || the
conditions described in this Stipulation and its associated Order. When the above 5 ||entitled
litigation has been terminated, a Receiving Party must comply with the 6 || provisions of section
13, below (FINAL DISPOSITION). 7 Protected Material must be stored and maintained by a
Receiving Party at a 8 || location and in a secure manner that ensures that access is limited to the
persons 9 || authorized under this Stipulation and its Order.

10 7.2. Unless otherwise ordered by the Court or permitted in writing by the 2 11 || Designating
Party, a Receiving Party may disclose any information or item designated x 12 ||
CONFIDENTIAL only to the following people: 13 (a) the Receiving Party's Outside Counsel of
record in this action, as well 14||as employees of such Counsel to whom it is reasonably
necessary to disclose the 15 || information for this Action; 16 (b) the officers, directors, and
employees (including House Counsel) of the 17 || Receiving Party to whom disclosure is
reasonably necessary for this litigation; 18 (c) Experts (as defined in this Stipulation and Order) of
the Receiving Party 19 ||to whom disclosure is reasonably necessary for this litigation and who
have signed 20 || the "Acknowledgement and Agreement to Be Bound" (Exhibit A); 21 (d) the
Court and its personnel; 22 (e) court reporters and their staff; 23 (f) professional jury or trial
consultants, mock jurors, and Professional 24 || Vendors to whom disclosure is reasonably
necessary for this Action and who have 25 || signed the "Acknowledgment and Agreement to Be
Bound" (Exhibit A); 26 (g) the author or recipient of a document containing the information or a
27 || custodian or other person who otherwise possessed or knew the information; 28 (h) during
their depositions, witnesses and attorneys for witnesses to whom 1 || disclosure is reasonably
necessary, provided that the deposing party requests that the 2 || witness sign the form attached as
Exhibit A hereto and the witnesses will not be 3 permitted to keep any confidential information
unless they sign the form, unless 4||otherwise agreed by the Designating Party or ordered by the
Court.

Pages of 5 ||transcribed deposition testimony or exhibits to depositions that reveal Protected 6 ||
Material may be separately bound by the court reporter and may not be disclosed to 7 || anyone
except as permitted under this Order; and 8 (i) any mediator or settlement officer, and their
supporting personnel, 9||mutually agreed on by any of the Parties engaged in settlement
discussions or 10 || appointed by the Court.

PROTECEE ny SIAERMcafIBNOPMAED OF ORDERED 1 13 If a Party is served with a subpoena or a court order issued in other litigation 14||that compels disclosure of any information or items designated in this action as 15 || “CONFIDENTIAL,” that Party must: 16 (a) promptly notify in writing the Designating Party, preferably (though not 17 || necessarily) by facsimile or electronic mail.

Such notification shall include a copy of 18 || the subpoena or court order at issue unless prohibited by law; 19 (b) promptly notify in writing the party who caused the subpoena or order to 20 || issue in the other litigation that some or all of the material covered by the subpoena 21 || or order is subject to this Stipulation and its Protective Order. Such notification shall 22 || include a copy of this Stipulation and its Protective Order; and 23 (c) cooperate with respect to all reasonable procedures sought to be pursued 24 || by all sides in any such situation, while adhering to the terms of this Stipulation and 25 its Order.

26 If the Designating Party timely seeks a protective order, the Party served with 27 || the subpoena or court order shall not produce any information designated in this action 28 ||as “CONFIDENTIAL” before a determination by the relevant court unless the Party 1 || has obtained the Designating Party’s permission.

The Designating Party shall bear the 2 || burden and expense of seeking protection in that court of its confidential material - 3 || and nothing in these provisions should be construed as authorizing or encouraging a 4 || Receiving Party in this action to disobey a lawful directive from another court.

519. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION ° (a) The terms of this Order are applicable to information produced by a Non- ’ Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non- Parties in connection with this litigation is protected by the ° remedies and relief provided by this Order.

Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections. <= 1D (b) In the event that a Party is required, by a valid discovery request, to © produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s < confidential information, then the Party must: = (1) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty; (2) promptly provide the Nonparty with a copy of this Order, the 50 relevant discovery request(s), and a _ reasonably specific description of the information requested; and (3) make the information requested available for inspection by the Non-Party, if requested. (c) Ifthe Non-Party fails to seek a protective order from this court within 21 days of receiving the notice and accompanying information, the Receiving Party may > produce the Non-Party’s confidential information responsive to the discovery request. *6 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 1 ☐ agreement with the Non-Party before a determination by the court.

Absent a court 2 ||order to the contrary, the Non-Party shall bear the burden and expense of seeking 3 || protection in this court of its Protected Material. 4}10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL. 5 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed 6 || Protected Material to any person or in any circumstance not authorized under this 7 || Order, the Receiving Party must immediately notify the Designating Party in writing 8 || of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies 9 ||of the Protected Material, inform the person or people to whom unauthorized 10 || disclosures were made of the terms of this Order, and ask that person or people to 2 11 || execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto |Ias Exhibit A. S 13/}11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE Zz 4 PROTECTED MATERIAL. 15 When a Producing Party gives notice to Receiving Parties that certain 16 || inadvertently produced material is subject to a claim of privilege or other protection, 17||the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 18 || Procedure 26(b)(5)(B).

19/}12. MISCELLANEOUS. 20 12.1 Nothing in this Order abridges the right of any person to seek its 21 || modification by the Court in the future. 22 12.2 By stipulating to the entry of this Protective Order no Party waives any 23 || right it otherwise would have to object to disclosing or producing any information or 24 || 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 26 || material covered by this Protective Order. 27 12.3 A Party that seeks to file under seal any Protected Material must comply 28 || with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant 1 || to a court order authorizing the sealing of the specific Protected Material at issue.

If a 2 || Party's request to file Protected Material under seal is denied by the court, then the 3 ||Receiving Party may file the information in the public record unless otherwise 4 || instructed by the court. 5||13. FINAL DISPOSITION. 6 After the final disposition of this Action, as defined in paragraph 4, within 60 7 || days of a written request by the Designating Party, each Receiving Party must return 8 || all Protected Material to the Producing Party or destroy such material.

As used in this 9 || subdivision, “all Protected Material” includes all copies, abstracts, compilations, 10||summaries, and any other format reproducing or capturing any of the Protected 2 11 || Material. Whether the Protected Material is returned or destroyed, the Receiving Party x 12

|| must submit a written certification to the Producing Party (and, if not the same person 13 || or entity, to the Designating Party) by the 60-day deadline that identifies (by category, S\$ || when appropriate) all the Protected Material that was returned or destroyed and 15 || affirms that the Receiving Party has not retained any copies, abstracts, compilations, 16||}summaries, or any other format reproducing or capturing any of the Protected 17 || Material.

Notwithstanding this provision, Counsel are entitled to retain an archival 18 || copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal 19 || memoranda; correspondence; deposition and trial exhibits; expert reports; attorney 20 || work product; and consultant and expert work product even if such materials contain 21 || Protected Material.

Any such archival copies that contain or constitute Protected 22 || Material remain subject to this Order as set forth in Section 4 (DURATION). 23||}14. SANCTIONS. 24 Any willful violation of this Order may be punished by civil or criminal 25 || contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or 26 || other appropriate action at the discretion of the Court.

27 28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 1||}DATED: March 28, 2025 MANNING & KASS > ELLROD, RAMIREZ, TRESTER LLP 3 4.. By: /s/ Kayleigh A. Andersen 5 Eugene P. Ramirez 6 Kayleigh Andersen David Fleck 7 Attorneys for Defendants, COUNTY OF 3 RIVERSIDE, et al. 9 DATED: March 28, 2025 OFFICE OF THE CITY ATTORNEY — 10 CITY OF RIVERSIDE WwW < 11 12 © By: /s/ Jessica E. Rico-Zuber > Jessica E. Rico-Zuber z 14 Attorneys for Defendants, CITY OF < > 15 RIVERSIDE, et al. 16 DATED: March 28, 2025 LAW OFFICES OF CHRISTIAN 12 CONTRERAS 19 20 By: /s/ Christian Contreras 21 Christian Contreras 9 Attorneys for Plaintiffs 23 24 25 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, [print or type full 4 ||name], of [print or type full address], declare 5 || under penalty of perjury that I have read in its entirety and understand the Stipulated 6 || Protective Order that was issued by the United States District Court for the Central 7 || District of California on [date] in the case of ESTATE OF DAMON 8 || BEITZ, et al. v. RIVERSIDE POLICE DEPARTMENT, et al., Case No. 5:24- 9 || cv-02084-SSS-JPR.

I agree to comply with and to be bound by all the terms of this 10 || Stipulated Protective Order and I understand and acknowledge that failure to so 2 11 || comply could expose me to sanctions and punishment in the nature of contempt. I x 12 || solemnly promise that I will not disclose in any manner any information or item that 13 || is subject to this Stipulated Protective Order to any person or entity except in strict 14 || compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court 16 || for the Central District of California for the purpose of enforcing the terms of this 17 || Stipulated Protective Order, even if such enforcement proceedings occur after 18 || termination of this action. I hereby appoint [print 19 || or type full name] of [print or type 20 || full address and telephone

number] as my California agent for service of process 21 ||in connection with this action or any proceedings related to enforcement of this 22 || Stipulated Protective Order.

23 || Date: 24 || City and State where sworn and signed: 25 || Printed name: 26 || Signature: 27 28 1
|| FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2 3 || DATED: 4/2/2025 4 ° fe RreMutlr 6
7 || Hon. JEAN P. ROSENBLUTH United States Magistrate Judge 10 < 11 — 12 2 13 S 14 Ss 16
18 19 20 21 22 23 24 25 26 27 28