

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

**Tyrone Johnson, individually, et al. v. Los Angeles County Sheriff's  
Department, et al.**

Johnson v. Los Angeles County Sheriff's Department · No. 2:24-cv-09197-CBM-JCx · Decided December 22,  
2025

---

SUMMARY

This document is a stipulated protective order entered in Tyrone Johnson, et al. v. Los Angeles County Sheriff's Department, et al., in the United States District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing, and final disposition of confidential and highly confidential discovery materials.

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 CENTRAL DISTRICT OF CALIFORNIA  
9 10 TYRONE JOHNSON, individually, et Case No. 2:24-cv-09197-CBM-JCx 11 al., 12  
Plaintiffs, PROTECTIVE ORDER 13 v. 14 LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT, et al., 15 Defendants. 16 17 18 1. A. PURPOSES AND LIMITATIONS 19 As the  
parties have represented that discovery in this action is likely to 20 involve production of  
confidential, proprietary, or private information for which 21 special protection from public  
disclosure and from use for any purpose other than 22 prosecuting this litigation may be  
warranted, this Court enters the following 23 Protective Order.

This Order does not confer blanket protections on all disclosures 24 or responses to discovery. The  
protection it affords from public disclosure and use 25 extends only to the limited information or  
items that are entitled to confidential 26 treatment under the applicable legal principles. Further, as  
set forth in Section 12.3, 27 below, this Protective Order does not entitle the parties to file  
confidential 1 file material under seal, the parties must comply with Civil Local Rule 79-5 and 2  
with any pertinent orders of the assigned District Judge and Magistrate Judge.

3 B. GOOD CAUSE STATEMENT 4 In light of the nature of the claims and allegations in this  
case and the parties' 5 representations that discovery in this case will involve the production of  
confidential 6 records, and in order to expedite the flow of information, to facilitate the prompt 7  
resolution of disputes over confidentiality of discovery materials, to adequately 8 protect  
information the parties are entitled to keep confidential, to ensure that the 9 parties are permitted  
reasonable necessary uses of such material in connection with 10 this action, to address their

handling of such material at the end of the litigation, and 11 to serve the ends of justice, a protective order for such information is justified in this 12 matter.

The parties shall not designate any information/documents as confidential 13 without a good faith belief that such information/documents have been maintained 14 in a confidential, non-public manner, and that there is good cause or a compelling 15 reason why it should not be part of the public record of this case. 16 2. DEFINITIONS 17 2.1 Action: The instant action: Tyrone Johnson, et al. v. Los Angeles 18 County Sheriff's Department, et al., Case No. 2:24-cv-09197-CBM-JC.

19 2.2 Challenging Party: a Party or Non-Party that challenges the 20 designation of information or items under this Order. 21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 22 how it is generated, stored or maintained) or tangible things that qualify for 23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 24 the Good Cause Statement.

25 2.4 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" 26 Information or Items: extremely sensitive "CONFIDENTIAL" Information or 27 Items, the disclosure of which to another Party or Non-Party would create a 1 2.5 Counsel: Outside Counsel of Record. 2 2.6 Designating Party: a Party or Non-Party that designates information or 3 items that it produces in disclosures or in responses to discovery as 4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES 5 ONLY." 6 2.7 Disclosure or Discovery Material: all items or information, regardless 7 of the medium or manner in which it is generated, stored, or maintained (including, 8 among other things, testimony, transcripts, and tangible things), that are produced or 9 generated in disclosures or responses to discovery in this matter.

10 2.8 Expert: a person with specialized knowledge or experience in a matter 11 pertinent to the litigation who has been retained by a Party or its counsel to serve as 12 an expert witness or as a consultant in this Action. 13 2.9 House Counsel: attorneys who are employees of a party to this Action. 14 House Counsel does not include Outside Counsel of Record or any other outside 15 counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association, or 17 other legal entity not named as a Party to this action. 18 2.11 Outside Counsel of Record: attorneys who are not employees of a 19 party to this Action but are retained to represent or advise a party to this Action and 20 have appeared in this Action on behalf of that party or are affiliated with a law firm 21 which has appeared on behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors, 23 employees, consultants, retained experts, and Outside Counsel of Record (and their 24 support staffs). 25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or 26 Discovery Material in this Action. 27 2.14 Professional Vendors: persons or entities that provide litigation 1 demonstrations,

and organizing, storing, or retrieving data in any form or medium) 2 and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is 4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- 5 ATTORNEYS’ EYES ONLY.” 6 2.16

Receiving Party: a Party that receives Disclosure or Discovery 7 Material from a Producing Party.

8 3. SCOPE 9 The protections conferred by this Order cover not only Protected Material (as 10 defined above), but also (1) any information copied or extracted from Protected 11 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; 12 and (3) any deposition testimony, conversations, or presentations by Parties or their 13 Counsel that might reveal Protected Material, other than during a court hearing or at 14 trial.

15 Any use of Protected Material during a court hearing or at trial shall be 16 governed by the orders of the presiding judge. This Order does not govern the use 17 of Protected Material during a court hearing or at trial. 18 4. DURATION 19 Once a case proceeds to trial, all of the information admitted into evidence 20 that was previously designated as confidential or maintained pursuant to this 21 protective order becomes public and will be presumptively available to all members 22 of the public, including the press, unless compelling reasons supported by specific 23 factual findings to proceed otherwise are made to the trial judge in advance of the 24 trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180–81 (9th 25 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in 26 discovery from “compelling reasons” standard when merits-related documents are 27 part of court record).

For all other information designated as confidential, even after 1 Order will remain in effect until a Designating Party agrees otherwise in writing or a 2 court order otherwise directs. Final disposition will be deemed to be the later of (1) 3 dismissal of all claims and defenses in this Action, with or without prejudice; and 4 (2) final judgment herein after the completion and exhaustion of all appeals, 5 rehearings, remands, trials, or reviews of this Action, including the time limits for 6 filing any motions or applications for extension of time pursuant to applicable law.

7 5. DESIGNATING PROTECTED MATERIAL 8 5.1 Exercise of Restraint and Care in Designating Material for Protection. 9 Each Party or Non-Party that designates information or items for protection 10 under this Order must take care to limit any such designation to specific material 11 that qualifies under the appropriate standards.

The Designating Party must designate 12 for protection only those parts of material, documents, items, or oral or written 13 communications that qualify so that other portions of the material, documents, 14 items, or communications for which protection is not warranted are not swept 15

unjustifiably within the ambit of this Order. 16 Mass, indiscriminate, or routinized designations are prohibited.

Designations 17 that are shown to be clearly unjustified or that have been made for an improper 18 purpose (e.g., to unnecessarily encumber the case development process or to impose 19 unnecessary expenses and burdens on other parties) may expose the Designating 20 Party to sanctions. 21 If it comes to a Designating Party's attention that information or items that it 22 designated for protection do not qualify for protection, that Designating Party must 23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in 25 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 27 under this Order must be clearly so designated before the material is disclosed or 1 Designation in conformity with this Order requires: 2 (a) for information in documentary form (e.g., paper or electronic 3 documents, but excluding transcripts of depositions), that the Producing Party affix 4 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- 5 ATTORNEYS' EYES ONLY" to each page that contains protected material.

If 6 only a portion or portions of the material on a page qualifies for protection, the 7 Producing Party also must clearly identify the protected portion(s) (e.g., by making 8 appropriate markings in the margins). 9 A Party or Non-Party that makes original documents available for inspection 10 need not designate them for protection until after the inspecting Party has indicated 11 which documents it would like copied and produced.

During the inspection and 12 before the designation, all of the material made available for inspection shall be 13 deemed "CONFIDENTIAL." After the inspecting Party has identified the 14 documents it wants copied and produced, the Producing Party must determine which 15 documents, or portions thereof, qualify for protection under this Order. Then, 16 before producing the specified documents, the Producing Party must affix the 17 "CONFIDENTIAL", or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES 18 ONLY" legend to each page that contains Protected Material.

If only a portion or 19 portions of the material on a page qualifies for protection, the Producing Party also 20 must clearly identify the protected portion(s) (e.g., by making appropriate markings 21 in the margins). 22 (b) for testimony given in depositions that the Designating Party identifies 23 on the record, before the close of the deposition as protected testimony.

24 (c) for information produced in some form other than documentary and 25 for any other tangible items, that the Producing Party affix in a prominent place on 26 the exterior of the container or containers in which the information is stored the 27 legend "CONFIDENTIAL" or

“HIGHLY CONFIDENTIAL -- ATTORNEYS’ 1 the Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 3 failure to designate qualified information or items does not, standing alone, waive 4 the Designating Party’s right to secure protection under this Order for such material. 5 Upon timely correction of a designation, the Receiving Party must make reasonable 6 efforts to assure that the material is treated in accordance with the provisions of this 7 Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 10 designation of confidentiality at any time that is consistent with the Court’s 11 Scheduling Order. 12 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 13 resolution process under Local Rule 37-1 et seq. 14 6.3 The burden of persuasion in any such challenge proceeding shall be on 15 the Designating Party. Frivolous challenges, and those made for an improper 16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 17 parties) may expose the Challenging Party to sanctions.

Unless the Designating 18 Party has waived or withdrawn the confidentiality designation, all parties shall 19 continue to afford the material in question the level of protection to which it is 20 entitled under the Producing Party’s designation until the Court rules on the 21 challenge. 22 7. ACCESS TO AND USE OF PROTECTED MATERIAL 23 7.1 Basic Principles. A Receiving Party may use Protected Material that is 24 disclosed or produced by another Party or by a Non-Party in connection with this 25 Action only for prosecuting, defending, or attempting to settle this Action.

Such 26 Protected Material may be disclosed only to the categories of persons and under the 27 conditions described in this Order. When the Action has been terminated, a 1 Protected Material must be stored and maintained by a Receiving Party at a 2 location and in a secure manner that ensures that access is limited to the persons 3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 5 otherwise ordered by the court or permitted in writing by the Designating Party, a 6 Receiving Party may disclose any information or item designated 7 “CONFIDENTIAL” only to: 8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 9 well as employees of said Outside Counsel of Record to whom it is reasonably 10 necessary to disclose the information for this Action; 11 (b) the officers, directors, and employees (including House Counsel) of 12 the Receiving Party to whom disclosure is reasonably necessary for this Action; 13 (c) Experts (as defined in this Order) of the Receiving Party to whom 14 disclosure is reasonably necessary for this Action and who have signed the 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 16 (d) the court and

its personnel; 17 (e) private court reporters and their staff to whom disclosure is reasonably 18 necessary for this Action and who have signed the “Acknowledgment and 19 Agreement to Be Bound” (Exhibit A); 20 (f) professional jury or trial consultants, mock jurors, and Professional 21 Vendors to whom disclosure is reasonably necessary for this Action and who have 22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 23 (g) the author or recipient of a document containing the information or a 24 custodian or other person who otherwise possessed or knew the information; 25 (h) during their depositions, witnesses, and attorneys for witnesses, in the 26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 27 requests that the witness sign the “Acknowledgment and Agreement to Be Bound” 1 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), 2 unless otherwise agreed by the Designating Party or ordered by the court.

Pages of 3 transcribed deposition testimony or exhibits to depositions that reveal Protected 4 Material may be separately bound by the court reporter and may not be disclosed to 5 anyone except as permitted under this Protective Order; and 6 (i) any mediator or settlement officer, and their supporting personnel, 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES 9 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in 10 writing by the Designating Party, a Receiving Party may disclose any information or 11 item designated “HIGHLY CONFIDENTIAL” only to: 12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well 13 as employees of said Outside Counsel of Record to whom it is reasonably necessary 14 to disclose the information for this Action; 15 (b) Experts (as defined in this Order) of the Receiving Party to whom 16 disclosure is reasonably necessary for this Action and who have signed the 17 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 18 (c) the court and its personnel; 19 (d) private court reporters and their staff to whom disclosure is reasonably 20 necessary for this Action and who have signed the “Acknowledgment and 21 Agreement to Be Bound” (Exhibit A); 22 (e) professional jury or trial consultants, mock jurors, and Professional 23 Vendors to whom disclosure is reasonably necessary for this Action and who have 24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 25 (f) the author or recipient of a document containing the information or a 26 custodian or other person who otherwise possessed or knew the information; and 27 (g) any mediator or settlement officer, and their supporting personnel, 1 8.

PROTECTED MATERIAL SUBPOENAED OR ORDERED 2 PRODUCED IN OTHER LITIGATION 3 If a Party is served with a subpoena or a court order issued in other litigation 4 that compels disclosure of any information or items designated in this Action as 5

“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must: 7 (a) promptly notify in writing the Designating Party.

Such notification 8 shall include a copy of the subpoena or court order unless prohibited by law; 9 (b) promptly notify in writing the party who caused the subpoena or order 10 to issue in the other litigation that some or all of the material covered by the 11 subpoena or order is subject to this Protective Order. Such notification shall include 12 a copy of this Protective Order; and 13 (c) cooperate with respect to all reasonable procedures sought to be 14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with 16 the subpoena or court order shall not produce any information designated in this 17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ 18 EYES ONLY” before a determination by the court from which the subpoena or 19 order issued, unless the Party has obtained the Designating Party’s permission, or 20 unless otherwise required by the law or court order.

The Designating Party shall 21 bear the burden and expense of seeking protection in that court of its confidential 22 material and nothing in these provisions should be construed as authorizing or 23 encouraging a Receiving Party in this Action to disobey a lawful directive from 24 another court. 25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 26 PRODUCED IN THIS LITIGATION 27 (a) The terms of this Order are applicable to information produced by a 1 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by 2 Non-Parties in connection with this litigation is protected by the remedies and relief 3 provided by this Order.

Nothing in these provisions should be construed as 4 prohibiting a Non-Party from seeking additional protections. 5 (b) In the event that a Party is required, by a valid discovery request, to 6 produce a Non-Party’s confidential information in its possession, and the Party is 7 subject to an agreement with the Non-Party not to produce the Non-Party’s 8 confidential information, then the Party shall: 9 (1) promptly notify in writing the Requesting Party and the Non-Party 10 that some or all of the information requested is subject to a confidentiality 11 agreement with a Non-Party; 12 (2) promptly provide the Non-Party with a copy of the Protective 13 Order in this Action, the relevant discovery request(s), and a reasonably specific 14 description of the information requested; and 15 (3) make the information requested available for inspection by the 16 Non-Party, if requested.

17 (c) If a Non-Party represented by counsel fails to commence the process 18 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the 19 notice and accompanying information or fails contemporaneously to notify the 20 Receiving Party that it has done so, the Receiving Party may produce the Non- 21 Party’s confidential information responsive to the discovery request.

If an 22 unrepresented Non-Party fails to seek a protective order from this court within 14 23 days of receiving the notice and accompanying information, the Receiving Party 24 may produce the Non-Party's confidential information responsive to the discovery 25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 26 not produce any information in its possession or control that is subject to the 27 confidentiality agreement with the Non-Party before a determination by the court 1 contrary, the Non-Party shall bear the burden and expense of seeking protection in 2 this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 5 Protected Material to any person or in any circumstance not authorized under this 6 Protective Order, the Receiving Party must immediately (a) notify in writing the 7 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve 8 all unauthorized copies of the Protected Material, (c) inform the person or persons to 9 whom unauthorized disclosures were made of all the terms of this Order, and 10 (d) request such person or persons to execute the "Acknowledgment and Agreement 11 to Be Bound" (Exhibit A).

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR 13 OTHERWISE PROTECTED MATERIAL 14 When a Producing Party gives notice to Receiving Parties that certain 15 inadvertently produced material is subject to a claim of privilege or other protection, 16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever 18 procedure may be established in an e-discovery order that provides for production 19 without prior privilege review.

Pursuant to Federal Rule of Evidence 502(d) and 20 (e), insofar as the parties reach an agreement on the effect of disclosure of a 21 communication or information covered by the attorney-client privilege or work 22 product protection, the parties may incorporate their agreement into this Protective 23 Order. 24 12. MISCELLANEOUS 25 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 26 person to seek its modification by the Court in the future. 27 12.2 Right to Assert Other Objections. No Party waives any right it 1 on any ground not addressed in this Protective Order. Similarly, no Party waives 2 any right to object on any ground to use in evidence of any of the material covered 3 by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any 5 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent 6 orders of the assigned District Judge and Magistrate Judge. Protected Material may 7 only be filed under seal pursuant to a court order authorizing the sealing of the 8 specific Protected Material at issue.

If a Party's request to file Protected Material 9 under seal is denied by the court, then the Receiving Party may file the information 10 in the public record unless otherwise instructed by

the court. 11 13. FINAL DISPOSITION 12 After the final disposition of this Action, as defined in Section 4, within 60 13 days of a written request by the Designating Party, each Receiving Party must return 14 all Protected Material to the Producing Party or destroy such material.

As used in 15 this subdivision, “all Protected Material” includes all copies, abstracts, compilations, 16 summaries, and any other format reproducing or capturing any of the Protected 17 Material. Whether the Protected Material is returned or destroyed, the Receiving 18 Party must submit a written certification to the Producing Party (and, if not the same 19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 20 (by category, where appropriate) all the Protected Material that was returned or 21 destroyed and (2) affirms that the Receiving Party has not retained any copies, 22 abstracts, compilations, summaries or any other format reproducing or capturing any 23 of the Protected Material.

Notwithstanding this provision, Counsel are entitled to 24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 26 reports, attorney work product, and consultant and expert work product, even if such 27 materials contain Protected Material.

Any such archival copies that contain or 1 Section 4. 2 14. 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 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 6 Dated: December 2\_2\_, 2025 LAW OFFICES OF CHRISTIAN CONTRERAS 7 A PROFESSIONAL LAW CORPORATION 8 9 By: /s/ Christian Contreras Christian Contreras, Esq.

10 Attorneys for Plaintiffs, TYRONE JOHNSON, et al 11 12 Dated: December 22, 2025 LAWRENCE BEACH ALLEN & CHOI, PC 13 14 By: /s/ Shawyane Emadi 15 Paul Beach, Esq. 16 Shawyane Emadi, Esq. 1 Attorneys for Defendants 17 LOS ANGELES COUNTY SHERIFFS 18 DEPARTMENT, et al. 19 20 IT IS SO ORDERED. 21 DATED: December 22, 2025 22 23 \_\_\_\_\_/s/\_\_\_\_\_ 24 Honorable Jacqueline Chooljian United States Magistrate Judge 25 26 27 1 Pursuant to L.R.

5-4.3.4, the filer of this stipulation attests that all other signatories EXHIBIT A 1 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 2 3 I, \_\_\_\_\_ [print or type full name], of 4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that 5 I have read in its entirety and understand the Protective Order that was issued by the 6 United States District Court for the Central District of California on December 22, 7 2025 in the case of: Tyrone Johnson, et al. v. Los Angeles County Sheriff’s 8 Department, et al., Case No. 2:24-cv-09197-CBM-JC.

I agree to comply with and to 9 be bound by all the terms of this Protective Order and I understand and acknowledge 10 that failure to so comply could expose me to sanctions and punishment in the nature 11 of contempt. I solemnly promise that I will not disclose in any manner any information 12 or item that is subject to this Protective Order to any person or entity except in strict 13 compliance with the provisions of this 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 Protective Order, even if such enforcement proceedings occur after termination of this 17 action. I hereby appoint \_\_\_\_\_ [print or type full name] of 18 \_\_\_\_\_ [print or type full address and 19 telephone number] as my California agent for service of process in connection with 20 this action or any proceedings related to enforcement of this Protective Order.

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