

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

**J.R., as a minor by and through his Guardian Ad Litem Alicia
Russell v. County of Los Angeles, et al., and Does 1-20 inclusive**

J.R. v. County of Los Angeles · No. 2:24-cv-06434-MEMF-MAA · Decided September 24, 2025

OPINION

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9 10 J.R., as a minor by and through his CASE # 2:24-cv-06434-MEMF-MAA 11 Guardian Ad
Litem ALICIA RUSSELL, STIPULATED PROTECTIVE ORDER 12 Plaintiff, 13 vs. 14
COUNTY OF LOS ANGELES, et 15 al, and DOES 1-20 inclusive, 16 Defendants.

17 18 19 I. PURPOSES AND LIMITATIONS 20 Discovery in this action is likely to involve
production of confidential, 21 proprietary, or private information for which special protection
from public 22 disclosure and from use for any purpose other than prosecuting this litigation may
23 be warranted.

Accordingly, the parties hereby stipulate to and petition the Court 24 to enter the following
Stipulated Protective Order. The parties acknowledge that 25 this Stipulated Protective Order does
not confer blanket protections on all 26 disclosures or responses to discovery and that the
protection it affords from public 27 disclosure and use extends only to the limited information or
items that are 28 1 entitled to confidential treatment under the applicable legal principles.

The parties 2 further acknowledge, as set forth in Section 13.3 below, that this Stipulated 3
Protective Order does not entitle them to file confidential information under seal; 4 Local Rule 79-
5 sets forth the procedures that must be followed and the standards 5 that will be applied when a
party seeks permission from the Court to file material 6 under seal.

7 2. GOOD CAUSE STATEMENT 8 This action is likely to involve juvenile dependency case file
records (CRC 9 5.552 – defining “juvenile case file”), and communications of parties related to
the 10 events and circumstances described in the Complaint on file in this action, as well 11 as an
unknown number of documents / writings / evidence in possession of law 12 enforcement
agencies, which are or may be otherwise generally unavailable to the 13 public, or which may be
privileged or otherwise protected from disclosure under 14 state or federal statutes, court rules,
case decisions, or common law.

15 Accordingly, to expedite the flow of information, to facilitate the prompt 16 resolution of disputes over confidentiality of discovery materials, to adequately 17 protect information the parties are entitled to keep confidential, to ensure that the 18 parties are permitted reasonable necessary uses of such material in preparation for 19 and in the conduct of trial, to address their handling at the end of the litigation, and 20 to serve the ends of justice, a protective order for such information is justified in 21 this matter.

22 It is the intent of the parties that information will not be designated as 23 confidential for tactical reasons and that nothing be so designated without a good 24 faith belief that it has been maintained in a confidential, non-public manner, and 25 there is good cause why it should not be part of the public record of this case. 26 // 27 // 28 1 3. DEFINITIONS 2 3.1 Action: Refers to this litigation / lawsuit.

3 3.2 Challenging Party: A Party or Nonparty that challenges the designation of 4 information or items under this Stipulated Protective Order. 5 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of how 6 it is generated, stored or maintained) or tangible things that qualify for protection 7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 8 Cause Statement.

9 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their 10 support staff). 11 3.5 Designating Party: A Party or Nonparty that designates information or 12 items that it produces in disclosures or in responses to discovery as 13 “CONFIDENTIAL.” 14 3.6 Disclosure or Discovery Material: All items or information, regardless of 15 the medium or manner in which it is generated, stored, or maintained (including, 16 among other things, testimony, transcripts, and tangible things), that is produced 17 or generated in disclosures or responses to discovery in this matter.

18 3.7 Expert: A person with specialized knowledge or experience in a matter 19 pertinent to the litigation who has been retained by a Party or its counsel to serve 20 as an expert witness or as a consultant in this Action. 21 3.8 In-House Counsel: Attorneys who are employees of a party to this Action. 22 In-House Counsel does not include Outside Counsel of Record or any other 23 outside counsel.

24 3.9 Nonparty: Any natural person, partnership, corporation, association, or 25 other legal entity not named as a Party to this action. 26 3.10 Outside Counsel of Record: Attorneys who are not employees of a party 27 to this Action but are retained to represent or advise a party to this Action and 28 1 have appeared in this Action on behalf of that party or are affiliated with a law 2 firm which has appeared on behalf of that party, and includes support staff.

3 3.11 Party: Any party to this Action, including all of its officers, directors, 4 employees, consultants, retained experts, In-House Counsel, and 5 Outside Counsel of Record (and their

support staffs). 6 3.12 Producing Party: A Party or Nonparty that produces Disclosure or 7
Discovery Material in this Action. 8 3.13 Professional Vendors: Persons or entities that provide
litigation support 9 services (e.g., photocopying, videotaping, translating, preparing exhibits or 10
demonstrations, and organizing, storing, or retrieving data in any form or 11 medium) and their
employees and subcontractors.

12 3.14 Protected Material: Any Disclosure or Discovery Material that is 13 designated as
“CONFIDENTIAL.” 14 3.15 Receiving Party: A Party that receives Disclosure or Discovery
Material 15 from a Producing Party. 16 4. SCOPE 17 The protections conferred by this Stipulated
Protective Order cover not only 18 Protected Material, but also (1) any information copied or
extracted from 19 Protected Material; (2) all copies, excerpts, summaries, or compilations of 20
Protected Material; and (3) any testimony, conversations, or presentations by 21 Parties or their
Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the 23 trial judge. This
Stipulated Protective Order does not govern the use of Protected 24 Material at trial. 25 26 5.
DURATION 27 Once a case proceeds to trial, all of the information that was designated as 28
confidential or maintained pursuant to this Stipulated Protective Order becomes 1 public and
presumptively will be available to all members of the public, 2 including the press, unless
compelling reasons supported by specific factual 3 findings to proceed otherwise are made to the
trial judge in advance of the trial.

4 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 5 2006)
(distinguishing “good cause” showing for sealing documents produced in 6 discovery from
“compelling reasons” standard when merits-related documents 7 are part of court record).

Accordingly, the terms of this Stipulated Protective 8 Order do not extend beyond the
commencement of the trial. 9 6. DESIGNATING PROTECTED MATERIAL 10 6.1 Exercise of
Restraint and Care in Designating Material for 11 Protection. 12 Each Party or Nonparty that
designates information or items for protection 13 under this Stipulated Protective Order must take
care to limit any such 14 designation to specific material that qualifies under the appropriate
standards.

15 The Designating Party must designate for protection only those parts of material, 16
documents, items, or oral or written communications that qualify so that other 17 portions of the
material, documents, items, or communications for which 18 protection is not warranted are not
swept unjustifiably within the ambit of this 19 Stipulated Protective Order. 20 Mass,
indiscriminate, or routinized designations are prohibited.

Designations 21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to 23 impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. 6.2 Manner and Timing of Designations Except as otherwise provided in this Stipulated Protective Order (see, e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery 1 Material that qualifies for protection under this Stipulated Protective Order must 2 be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Stipulated Protective Order requires the 4 following: 5 (a) For information in documentary form (e.g., paper or electronic 6 documents, but excluding transcripts of depositions or other pretrial or trial 7 proceedings), that the Producing Party affix at a minimum, the legend 8 “CONFIDENTIAL” to each page that contains protected material.

If only a 9 portion or portions of the material on a page qualifies for protection, the 10 Producing Party also must clearly identify the protected portion(s) (e.g., by 11 making appropriate markings in the margins). 12 A Party or Nonparty that makes original documents available for 13 inspection need not designate them for protection until after the inspecting 14 Party has indicated which documents it would like copied and produced.

15 During the inspection and before the designation, all of the material made 16 available for inspection shall be deemed “CONFIDENTIAL.” After the 17 inspecting Party has identified the documents it wants copied and produced, 18 the Producing Party must determine which documents, or portions thereof, 19 qualify for protection under this Stipulated Protective Order.

20 Then, before producing the specified documents, the Producing Party 21 must affix the legend “CONFIDENTIAL” to each page that contains 22 Protected Material. If only a portion or portions of the material on a page 23 qualifies for protection, the Producing Party also must clearly identify the 24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 (b) For testimony given in depositions, that the Designating Party identify 26 the Disclosure or Discovery Material on the record, before the close of the 27 deposition, all protected testimony. 28 1 (c) For information produced in nondocumentary form, and for any other 2 tangible items, that the Producing Party affix in a prominent place on the 3 exterior of the container or containers in which the information is stored the 4 legend “CONFIDENTIAL.” If only a portion or portions of the information 5 warrants protection, the Producing Party, to the extent practicable, shall 6 identify the protected portion(s).

7 6.3 Inadvertent Failure to Designate 8 If timely corrected, an inadvertent failure to designate qualified information or 9 items does not, standing alone, waive the Designating Party’s right to secure 10 protection under this Stipulated Protective Order for such material. Upon timely 11 correction of a designation, the Receiving Party must make reasonable efforts to 12 assure that the material is treated in accordance with the provisions of this 13 Stipulated Protective Order.

14 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS 15 7.1 Timing of Challenges 16

Any party or Nonparty may challenge designation of confidentiality at any 17 time that is consistent with the Court's Scheduling Order. 18 7.2 Meet and Confer 19 The Challenging Party shall initiate the dispute resolution process, which shall 20 comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's 21 Procedures ("Mandatory Telephonic Conference for Discovery Disputes")1 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 25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 26 27 1 Judge Audero's Procedures are available at 28 <https://www.cacd.uscourts.gov/honorable-maria-audero>. 1 parties) may expose the Challenging Party to sanctions. Unless the Designating 2 Party has waived or withdrawn the confidentiality designation, all parties shall 3 continue to afford the material in question the level of protection to which it is 4 entitled under the Producing Party's designation until the Court rules on the 5 challenge.

6 8. ACCESS TO AND USE OF PROTECTED MATERIALS 7 8.1 Basic Principles 8 A

Receiving Party may use Protected Material that is disclosed or produced by 9 another Party or by a Nonparty in connection with this Action only for 10 prosecuting, defending, or attempting to settle this Action. Such Protected 11 Material may be disclosed only to the categories of persons and under the 12 conditions described in this Stipulated Protective Order.

When the Action 13 reaches a final disposition, a Receiving Party must comply with the provisions of 14 Section 14 below. 15 Protected Material must be stored and maintained by a Receiving Party at a 16 location and in a secure manner that ensures that access is limited to the persons 17 authorized under this Stipulated Protective Order. 18 8.2 Disclosure of "CONFIDENTIAL" Information or Items 19 Unless otherwise ordered by the Court or permitted in writing by the 20 Designating Party, a Receiving Party may disclose any information or item 21 designated "CONFIDENTIAL" only to: 22 (a) The Receiving Party's Outside Counsel of Record, as well as employees 23 of said Outside Counsel of Record to whom it is reasonably necessary to 24 disclose the information for this Action; 25 (b) The officers, directors, and employees (including In-House Counsel) of 26 the Receiving Party to whom disclosure is reasonably necessary for this 27 Action; 28 1 (c) Experts of the Receiving Party to whom disclosure is reasonably 2 necessary for this Action and who have signed the "Acknowledgment and 3 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 or this Action and who 8 have signed the "Acknowledgment and Agreement to be Bound" (Exhibit 9 A); 10 (g) The author or recipient of a document containing the information or a 11 custodian or other person who otherwise possessed

or knew the 12 information; 13 (h) During their depositions, witnesses, and attorneys for witnesses, in the 14 Action to whom disclosure is reasonably necessary provided: (i) the 15 deposing party requests that the witness sign the “Acknowledgment and 16 Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be 17 permitted to keep any confidential information unless they sign the 18 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed 19 by the Designating Party or ordered by the Court.

Pages of transcribed 20 deposition testimony or exhibits to depositions that reveal Protected 21 Material may be separately bound by the court reporter and may not be 22 disclosed to anyone except as permitted under this Stipulated Protective 23 Order; and 24 (i) Any mediator or settlement officer, and their supporting personnel, 25 mutually agreed upon by any of the parties engaged in settlement 26 discussions.

27 // 28 1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION 2 If a Party is served with a subpoena or a court order issued in other litigation 3 that compels disclosure of any information or items designated in this Action as 4 “CONFIDENTIAL,” that Party must: 5 (a) Promptly notify in writing the Designating Party. Such notification 6 shall include a copy of the subpoena or court order; 7 (b) Promptly notify in writing the party who caused the subpoena or order 8 to issue in the other litigation that some or all of the material covered by the 9 subpoena or order is subject to this Stipulated Protective Order.

Such 10 notification shall include a copy of this Stipulated Protective Order; and 11 (c) Cooperate with respect to all reasonable procedures sought to be 12 pursued by the Designating Party whose Protected Material may be 13 affected. 14 If the Designating Party timely seeks a protective order, the Party served with 15 the subpoena or court order shall not produce any information designated in this 16 action as “CONFIDENTIAL” before a determination by the Court from which 17 the subpoena or order issued, unless the Party has obtained the Designating 18 Party’s permission.

The Designating Party shall bear the burden and expense of 19 seeking protection in that court of its confidential material and nothing in these 20 provisions should be construed as authorizing or encouraging a Receiving Party 21 in this Action to disobey a lawful directive from another court. 22 10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE 23 PRODUCED IN THIS LITIGATION 24 10.1 Application 25 The terms of this Stipulated Protective Order are applicable to information 26 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” 27 Such information produced by Nonparties in connection with this litigation is 28 1 protected by the remedies and relief provided by this Stipulated Protective Order.

2 Nothing in these provisions should be construed as prohibiting a Nonparty from 3 seeking additional protections. 4 10.2 Notification 5 In the event that a Party is required, by a valid discovery request, to produce a 6 Nonparty’s confidential information in its possession, and the Party is subject to 7 an agreement with the Nonparty not to produce the Nonparty’s confidential 8

information, then the Party shall: 9 (a) Promptly notify in writing the Requesting Party and the Nonparty that 10 some or all of the information requested is subject to a confidentiality 11 agreement with a Nonparty; 12 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective 13 Order in this Action, the relevant discovery request(s), and a reasonably 14 specific description of the information requested; and 15 (c) Make the information requested available for inspection by the 16 Nonparty, if requested.

17 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 19 Protected Material to any person or in any circumstance not authorized under this 20 Stipulated Protective Order, the Receiving Party immediately must (1) notify in 21 writing the Designating Party of the unauthorized disclosures, (2) use its best 22 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform 23 the person or persons to whom unauthorized disclosures were made of all the 24 terms of this Stipulated Protective Order, and (4) request such person or persons 25 to execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

26 // 27 // 28 1 12. INADVERTENT PRODUCTION OF PRIVILEGED OR 2 OTHERWISE PROTECTED MATERIAL 3 When a Producing Party gives notice to Receiving Parties that certain 4 inadvertently produced material is subject to a claim of privilege or other 5 protection, the obligations of the Receiving Parties are those set forth in Federal 6 Rule of Civil Procedure 26(b)(5)(B).

This provision is not intended to modify 7 whatever procedure may be established in an e-discovery order that provides for 8 production without prior privilege review. Pursuant to Federal Rule of Evidence 9 502(d) and (e), insofar as the parties reach an agreement on the effect of 10 disclosure of a communication or information covered by the attorney-client 11 privilege or work product protection, the parties may incorporate their agreement 12 in the Stipulated Protective Order submitted to the Court.

13 13. MISCELLANEOUS 14 13.1 Right to Further Relief 15 Nothing in this Stipulated Protective Order abridges the right of any person to 16 seek its modification in the future. 17 13.2 Right to Assert Other Objections 18 By stipulating to the entry of this Stipulated Protective Order, no Party 19 waives any right it otherwise would have to object to disclosing or producing any 20 information or item on any ground not addressed in this Stipulated Protective 21 Order.

Similarly, no Party waives any right to object on any ground to use in 22 evidence of any of the material covered by this Stipulated Protective Order. 23 13.3 Filing Protected Material 24 A Party that seeks to file under seal any Protected Material must comply with 25 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a 26 court order authorizing the sealing of the specific Protected Material at issue.

If 27 a Party's request to file Protected Material under seal is denied by the Court, then 28 1 the Receiving Party may file the information in the public record unless 2 otherwise instructed by the Court. 3 14. FINAL DISPOSITION 4 After the final disposition of this Action, within sixty (60) days of a written 5 request by the Designating Party, each Receiving Party must return all Protected 6 Material to the Producing Party or destroy such material.

7 However, nothing herein requires any party to this Action who has a right 8 to possess copies of juvenile case files (CRC 5.552) pursuant to W&IC 827, 9 to return or destroy any such materials to anyone at any time, barring 10 further Order of the Court to the contrary. 11 As used in this subdivision, "all Protected Material" includes all copies, 12 abstracts, compilations, summaries, and any other format reproducing or 13 capturing any of the Protected Material.

Whether the Protected Material is 14 returned or destroyed, the Receiving Party must submit a written certification to 15 the Producing Party (and, if not the same person or entity, to the Designating 16 Party) by the 60-day deadline that (1) identifies (by category, where appropriate) 17 all the Protected Material that was returned or destroyed and (2) affirms that the 18 Receiving Party has not retained any copies, abstracts, compilations, summaries 19 or any other format reproducing or capturing any of the Protected Material.

20 Notwithstanding this provision, Counsel is entitled to retain an archival copy of 21 all pleadings; motion papers; trial, deposition, and hearing transcripts; legal 22 memoranda; correspondence; deposition and trial exhibits; expert reports; 23 attorney work product; and consultant and expert work product, even if such 24 materials contain Protected Material.

Any such archival copies that contain or 25 constitute Protected Material remain subject to this Stipulated Protective Order 26 as set forth in Section 5. 27 // 28 15. VIOLATION Any violation of this Stipulated Order may be punished by any and all ° appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions. 5 6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 g | ___/S/ Robert R. Powell 9/12/25 ___/S. Lauren B. Fazio 9/12/25 9 | ROBERT R. POWELL, ESQ. LAUREN B. FAZIO, ESQ. 10 | Attorney for Plaintiffs Attorney for Defendants | FOR GOOD CAUSE SHOWN, IT IS SO —. 12! 13 | Dated: _ 09/24/2025 7 | | al jp 14 Mari TO Unite tes Magistrate Judge 16 17 18 19 20 21 22 23 24 25 26 27 28 14 1 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 5 its entirety and understand the Stipulated Protective Order that was issued by the 6 United States District Court for the Central District of California on _____ 7 [date] in the case of _____ 8 [case name and number].

I agree to comply with and to be bound by all the terms 9 of this Stipulated Protective Order, and I understand and acknowledge that 10 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 12 information or item that is subject to this Stipulated Protective Order to any 13 person or entity except in strict compliance with the provisions of this Stipulated 14 Protective Order.

15 I further agree to submit to the jurisdiction of the United States District 16 Court for the Central District of California for the purpose of enforcing the terms 17 of this Stipulated Protective Order, even if such enforcement proceedings occur 18 after termination of this action. I hereby appoint _____ [full name] 19 of _____ [address and telephone number] 20 as my California agent for service of process in connection with this action or 21 any proceedings related to enforcement of this Stipulated Protective Order.

22 23 Signature: _____ 24 Printed Name:
_____ 25 Date: _____ 26 City and State
Where Sworn and Signed: _____ 27 28