

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

**Daniel Miranda v. County of Riverside, Cory Tobin, Maritza Mares,
Saxon Brause, and Does 1 through 50, Inclusive**

No. 5:24-cv-02394-SSS-DTB, United States District Court for the Central District of California (July 1, 2025)

OPINION

Daniel Miranda v. County of Riverside

PER CURIAM.

1 Nathan A. Oyster (SBN 225307) E-mail: noyster@bwsllaw.com 2 Caylin W. Jones (SBN
327829) E-mail: cjones@bwsllaw.com 3 Sydney M. Gronroos (SBN 345644) E-mail:
sgronroos@bwsllaw.com

4 BURKE, WILLIAMS & SORESENSEN, LLP

444 South Flower Street, 40th Floor 5 Los Angeles, CA 90071-2942 Tel: 213.236.0600 Fax:
213.236.2700 6 Attorneys for Defendants

7 COUNTY OF RIVERSIDE, CORY

TOBIN, MARITZA MARES, and

8 SAXON BRAUSE

9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA

11 12 DANIEL MIRANDA, Case No. 5:24-cv-02394-SSS-DTB 13 Plaintiff, STIPULATED
PROTECTIVE

ORDER

14 v.

15 COUNTY OF RIVERSIDE; CORY

TOBIN; MARITZA MARES; SAXON Magistrate 16 BRAUSE; and DOES 1through 50, Judge:
Hon. David T. Bristow inclusive, 17 Defendants. 18

19 1. A. 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 to 24 enter the following Stipulated Protective Order.
The parties acknowledge that this 25 Order does not confer blanket protections on all disclosures
or responses to 26 discovery and that the protection it affords from public disclosure and use
extends 27 only to the limited information or items that are entitled to confidential treatment

1 Section 12.3, below, that this Stipulated Protective Order does not entitle them to

2 file confidential information under seal; Civil Local Rule 79-5 sets forth the 3 procedures that must be followed and the standards that will be applied when a party 4 seeks permission from the court to file material under seal.

5 B. GOOD CAUSE STATEMENT

6 This action involves the County of Riverside and members of the Riverside 7 County Sheriff's Department. Plaintiff is seeking materials and information that 8 Defendant County of Riverside maintains as confidential, such as personnel files of 9 the police officers involved in this incident, Internal Affairs materials and 10 information, video recordings, audio recordings, photographs, Force Investigation 11 Division materials and information and other administrative materials and 12 information currently in the possession of the Defendant County of Riverside and 13 which the Defendants believes need special protection from public disclosure and 14 from use for any purpose other than prosecuting this litigation. 15 This action is likely to involve medical records, sensitive and confidential 16 documents related to the Plaintiff, documents containing private information from 17 third parties, police investigation procedures and tactics, and other confidential and 18 private information for which special protection from public disclosure and from use 19 for any purpose other than prosecution of this action is warranted. Such confidential 20 and proprietary materials and information consist of, among other things, 21 confidential personal information of non-parties, private medical and autopsy 22 records, internal police reviews and procedures, and other confidential and sensitive 23 information otherwise generally unavailable to the public, or which may be 24 privileged or otherwise protected from disclosure under state or federal statutes, 25 court rules, case decisions, or common law. Defendants contend that there is good 26 cause for a protective order to maintain the confidentiality of peace officer personnel 27 records. They emphasize that releasing these records, which include internal 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 5 and in the conduct of trial, to address their handling at the end of the litigation, and 6 serve the ends of justice, a protective order for such information is justified in this 7 matter. It is the intent of the parties that information will not be designated as 8 confidential for tactical reasons and that nothing be so designated without a good 9 faith belief that it has been maintained in a confidential, non-public manner, and 10 there is good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal law suit, Daniel Miranda v. County of 13 Riverside, et al., 5:24-cv-02394-SSS-DTB. 14 2.2 Challenging Party: a Party or Non-Party that challenges the designation 15 of information or items under this Order. 16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 17 how it is generated, stored or maintained) or tangible things that qualify for 18 protection under Federal Rule of Civil Procedure 26(c), and as specified

above in 19 the Good Cause Statement. 20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 21 their support staff). 22 2.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as 24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless 26 of the medium or manner in which it is generated, stored, or maintained (including, 27 among other things, testimony, transcripts, and tangible things), that are produced or 1 2.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as 3 an expert witness or as a consultant in this Action. 4 2.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel. 7 2.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 2.10 Outside Counsel of Record: attorneys who are not employees of a party 10 to this Action but are retained to represent or advise a party to this Action and have 11 appeared in this Action on behalf of that party or are affiliated with a law firm which 12 has appeared on behalf of that party, and includes support staff. 13 2.11 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 2.13 Professional Vendors: persons or entities that provide litigation support 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) 21 and their employees and subcontractors. 22 2.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only 1 extracted from Protected Material; (2) all copies, excerpts, summaries, or 2 compilations of Protected Material; and (3) any testimony, conversations, or 3 presentations by Parties or their Counsel that might reveal Protected Material. 4 Any use of Protected Material at trial shall be governed by the orders of the 5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Once a case proceeds to trial, all of the information that was designated as 8 confidential or maintained pursuant to this protective order becomes public and will 9 be presumptively available to all members of the public, including the press, unless 10 compelling reasons supported by specific factual findings to proceed otherwise are 11 made to the trial judge in advance of the trial. See *Kamakana v. City and County of* 12 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 13 showing for sealing documents produced in discovery from “compelling reasons” 14 standard when merits-related documents are part of court record).

Accordingly, the 15 terms of this protective order do not extend beyond the commencement of the trial. 16 Even after final disposition of this litigation, the confidentiality obligations 17 imposed by this Order shall remain in effect until a Designating Party agrees 18 otherwise in writing or a court order otherwise directs. Final disposition shall be 19 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with 20 or without prejudice; and (2) final judgment herein after the completion and 21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 22 including the time limits for filing any motions or applications for extension of time 23 pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. 26 Each Party or Non-Party that designates information or items for protection 27 under this Order must take care to limit any such designation to specific material 1 for protection only those parts of material, documents, items, or oral or written 2 communications that qualify so that other portions of the material, documents, 3 items, or communications for which protection is not warranted are not swept 4 unjustifiably within the ambit of this Order. 5 Mass, indiscriminate, or routinized designations are prohibited. Designations 6 that are shown to be clearly unjustified or that have been made for an improper 7 purpose (e.g., to unnecessarily encumber the case development process or to impose 8 unnecessary expenses and burdens on other parties) may expose the Designating 9 Party to sanctions. 10 If it comes to a Designating Party's attention that information or items that it 11 designated for protection do not qualify for protection, that Designating Party must 12 promptly notify all other Parties that it is withdrawing the inapplicable designation. 13

5.2 Manner and Timing of Designations. Except as otherwise provided in 14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 16 under this Order must be clearly so designated before the material is disclosed or 17 produced. 18 Designation in conformity with this Order requires: 19 (a) for information in documentary form (e.g., paper or electronic 20 documents, but excluding transcripts of depositions or other pretrial or trial 21 proceedings), that the Producing Party affix at a minimum, the legend 22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 23 contains protected material. If only a portion or portions of the material on a page 24 qualifies for protection, the Producing Party also must clearly identify the protected 25 portion(s) (e.g., by making appropriate markings in the margins). 26 A Party or Non-Party that makes original documents available for inspection 27 need not designate them for protection until after the inspecting Party has indicated 1 before the designation, all of the material made available for inspection shall be 2 deemed "CONFIDENTIAL." After the inspecting Party has identified the 3 documents it wants copied and produced, the Producing Party must determine which 4 documents, or portions thereof, qualify for protection under this Order. Then, before 5 producing the specified documents, the Producing Party must affix the 6 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a 7 portion or portions of the

material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

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

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to: (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to

whom disclosure is reasonably necessary for this Action; 3 (c) Experts (as defined in this Order) of the Receiving Party to 4 whom disclosure is reasonably necessary for this Action and who have signed the 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 6 (d) the court and its personnel; 7 (e) court reporters and their staff; 8 (f) professional jury or trial consultants, mock jurors, and 9 Professional Vendors to whom disclosure is reasonably necessary for this Action 10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit 11 A); 12 (g) the author or recipient of a document containing the information 13 or a custodian or other person who otherwise possessed or knew the information; 14 (h) during their depositions, witnesses ,and attorneys for witnesses, 15 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing 16 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) 17 they will not be permitted to keep any confidential information unless they sign the 18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 19 agreed by the Designating Party or ordered by the court. Pages of transcribed 20 deposition testimony or exhibits to depositions that reveal Protected Material may 21 be separately bound by the court reporter and may not be disclosed to anyone except 22 as permitted under this Stipulated Protective Order; and 23 (i) any mediator or settlement officer, and their supporting 24 personnel, mutually agreed upon by any of the parties engaged in settlement 25 discussions.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 27 IN OTHER LITIGATION

1 that 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 4 notification shall include a copy of the subpoena or court order; 5 (b) promptly notify in writing the party who caused the subpoena or 6 order to issue in the other litigation that some or all of the material covered by the 7 subpoena or order is subject to this Protective Order. Such notification shall include 8 a copy of this Stipulated Protective Order; and 9 (c) cooperate with respect to all reasonable procedures sought to be 10 pursued by the Designating Party whose Protected Material may be affected. 11 If the Designating Party timely seeks a protective order, the Party served with 12 the subpoena or court order shall not produce any information designated in this 13 action as “CONFIDENTIAL” before a determination by the court from which the 14 subpoena or order issued, unless the Party has obtained the Designating Party’s 15 permission. The Designating Party shall bear the burden and expense of seeking 16 protection in that court of its confidential material and nothing in these provisions 17 should be construed as authorizing or encouraging a Receiving Party in this Action 18 to disobey a lawful directive from another court.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced 22 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such 23 information produced by Non-Parties in connection with this litigation is protected 24 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. (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 1 confidential information, then the Party shall: (1) promptly notify in writing the Requesting Party and the 3 Non-Party that some or all of the information requested is subject to a 4 confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with a copy of the 6 Stipulated Protective Order in this Action, the relevant discovery request(s), and a 7 reasonably specific description of the information requested; and (3) make the information requested available for inspection by 9 the Non-Party, if requested. (c) If the Non-Party fails to seek a protective order from this court 11 within 14 days of receiving the notice and accompanying information, the Receiving 12 Party may produce the Non-Party's confidential information responsive to the 13 discovery request. If the Non-Party timely seeks a protective order, the Receiving 14 Party shall not produce any information in its possession or control that is subject to 15 the confidentiality agreement with the Non-Party before a determination by the 16 court. Absent a court order to the contrary, the Non-Party shall bear the burden and 17 expense of seeking protection in this court of its Protected Material.

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 20 Protected Material to any person or in any circumstance not authorized under this 21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 24 persons to whom unauthorized disclosures were made of all the terms of this Order, 25 and (d) request such person or persons to execute the "Acknowledgment and 26 Agreement to Be Bound" that is attached hereto as Exhibit A. 27 / / /

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

2 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 protection, 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 7 may be established in an e-discovery order that provides for production without 8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar 9 as the parties reach an agreement on the effect of disclosure of a communication or 10 information covered by the attorney-client privilege or work product protection, the 11 parties may incorporate their agreement in the stipulated protective order submitted 12 to the court.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 15 person to seek its modification by the Court in the future. 16 12.2 Right to Assert Other Objections. By

stipulating to the entry of this 17 Protective Order no Party waives any right it otherwise would have to object to 18 disclosing or producing any information or item on any ground not addressed in this 19 Stipulated Protective Order. Similarly, no Party waives any right to object on any 20 ground to use in evidence of any of the material covered by this Protective Order. 21 12.3 Filing Protected Material. A Party that seeks to file under seal any 22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 23 only be filed under seal pursuant to a court order authorizing the sealing of the 24 specific Protected Material at issue. If a Party's request to file Protected Material 25 under seal is denied by the court, then the Receiving Party may file the information 26 in the public record unless otherwise instructed by the court.

27 13. FINAL DISPOSITION

1 days of a written request by the Designating Party, each Receiving Party must return 2 all Protected Material to the Producing Party or destroy such material. As used in 3 this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 4 summaries, and any other format reproducing or capturing any of the Protected 5 Material. Whether the Protected Material is returned or destroyed, the Receiving 6 Party must submit a written certification to the Producing Party (and, if not the same 7 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 8 (by category, where appropriate) all the Protected Material that was returned or 9 destroyed and (2) affirms that the Receiving Party has not retained any copies, 10 abstracts, compilations, summaries or any other format reproducing or capturing any 11 of the Protected Material. Notwithstanding this provision, Counsel are entitled to 12 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 13 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 14 reports, attorney work product, and consultant and expert work product, even if such 15 materials contain Protected Material. Any such archival copies that contain or 16 constitute Protected Material remain subject to this Protective Order as set forth in

17 Section 4 (DURATION).

18 14. VIOLATION

19 Any violation of this Order may be punished by any and all appropriate 20 measures including, without limitation, contempt proceedings and/or monetary 21 sanctions. 22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 23 24 DATED: June 30, 2025 25 26 /s/ Agavni Tulekryan Agavni Tulekryan 27 Attorneys for Plaintiff 1|}DATED: June 30, 2025 2 3 ||_/s/ Nathan_A. Oyster 4 Nathan A. Oyster Caylin W. Jones 5 || Sydney M. Gronroos 6 Attorneys for Defendants

COUNTY OF RIVERSIDE, CORY TOBIN,

7||MARITZA MARES, and SAXON BRAUSE

9 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 10

July 1, 2025

11||DATED: ">"

12 13 Ve / . / 14 Hon. David T. Btsstow United States Magistrate Judge 15 16 17 18 19 20 21 22 23
24 25 26 27 28

E, WILLIAMS &

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [print or type full name], of 4 [print or type full address], declare under penalty of perjury that
I have read 5 in 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 [date] in the 7 case of [insert
formal name of the case and the number and initials assigned to 8 it by the court]. I agree to
comply with and to be bound by all the terms of this 9 Stipulated Protective Order and I
understand and acknowledge that failure to so 10 comply could expose me to sanctions and
punishment in the nature of contempt. I 11 solemnly promise that I will not disclose in any
manner any information or item that 12 is subject to this Stipulated 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 for the 15 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 [print or
type 18 full name] of [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 Stipulated Protective 21 Order. 22 Date: 23 City and State where sworn and signed: 24 25
Printed name: 26 27 Signature: