

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

Ahmad Bonner v. City of Los Angeles

Bonner v. City of Los Angeles · No. 2:24-cv-10606-AB-KSx · Decided June 2, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 11 Ahmad Bonner, CASE NO. 2:24-cv-10606-AB-KSx 12 Hon. Andre Birotte,
Jr. – Ctrm. 7B Plaintiff Hon. Karen L. Stevenson – Ctrm. 580 13 v. 14 STIPULATED
PROTECTIVE ORDER City of Los Angeles; and DOES 1 15 through 10 inclusive, 16
Defendants. 17 18 19 1. A. PURPOSES AND LIMITATIONS 20 21 Discovery in this action is
likely to involve production of confidential, 22 proprietary, or private information for which
special protection from public disclosure 23 and from use for any purpose other than prosecuting
this litigation may be warranted.

24 Accordingly, the parties hereby stipulate to and petition the Court to enter the following 25
Stipulated Protective Order. The parties acknowledge that this Order does not confer 26 blanket
protections on all disclosures or responses to discovery and that the protection it 27 affords from
public disclosure and use extends only to the limited information or items 1 parties further
acknowledge, as set forth in Section 12.3, below, that this Stipulated 2 Protective Order does not
entitle them to file confidential information under seal; Civil 3 Local Rule 79-5 sets forth the
procedures that must be followed and the standards that 4 will be applied when a party seeks
permission from the court to file material under seal.

5 6 B. GOOD CAUSE STATEMENT 7 This action involves employees of the City of Los
Angeles (the “City”) which 8 include members of the City’s Los Angeles Police Department
(“LAPD”). The nature 9 of the incident that gives rise to Plaintiff’s suit and Plaintiff’s claims and
allegations, 10 will result in discovery production that includes: police reports and evidence; 11
investigation reports and evidence; potentially peace officer personnel materials; 12 information
implicating the privacy rights of third parties (i.e., bystander witnesses, 13 emergency personnel
information); and other private and confidential materials for 14 which require special protection
from public disclosure.

15 Specifically, Plaintiff is seeking materials and information that Defendant 16 maintains as
confidential such as personnel files of the police and/or sworn officers 17 involved in this
incident, Internal Affairs materials and information, video recordings, 18 audio recordings,
photographs, and information and other administrative materials and 19 information currently in

the possession of the City and which Defendant believes need special protection from public disclosure and from use for any purpose other than prosecuting this litigation.

Plaintiff may also seek official information contained in the personnel files of the police and/or sworn officers involved in the subject incident, which are maintained as strictly confidential and which Defendants believe need special protection from public disclosure and from use for any purpose other than prosecuting this litigation. Defendant asserts that the confidentiality of the materials and information sought by Plaintiff is recognized by California and federal law, as evidenced inter alia by 1 511 F.2d 192, 198 (9th Cir.

1975), *aff'd*, 426 U.S. 394 (1976). Defendant has not publicly released the materials and information referenced above except under a protective order or pursuant to a court order, if at all. The personnel materials and information are of the type that has been used to initiate disciplinary action against the City's respective employees, and has been used as evidence in disciplinary proceedings, where the employee conduct was considered to be contrary to policy.

Defendant contends that absent a protective order delineating the responsibilities of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and undue disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals and expert witnesses involved in this case, as well as the corollary risk of embarrassment, harassment and professional and legal harm on the part of the City's employees referenced in the materials and information.

Defendant also contends that the unfettered disclosure of the materials and information, absent a protective order, would allow the media to share this information with potential jurors in the area, impacting the rights of Defendant herein to receive a fair trial. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case. Plaintiff agrees that there is Good Cause for a Protective Order so as to preserve the respective interests of the parties while streamlining the process of resolving any disagreements.

4 The parties therefore stipulate that there is Good Cause for, and hereby jointly 5 request that the honorable Court issue a Protective Order regarding confidential 6 documents consistent with the terms and provisions of this Stipulation.

However, the 7 entry of a Protective Order by the Court pursuant to this Stipulation shall not be 8 construed as any ruling by the Court on the aforementioned legal statements or privilege 9 claims in this section, no shall this section be construed as part of any such Court Order. 10 11 2.

DEFINITIONS 12 2.1 Action: Bonner v. City of Los Angeles, et al., case no. 2:24-cv-10606-AB-KS.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of 14 information or items under this Order. 15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it 16 is generated, stored or maintained) or tangible things that qualify for protection under 17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 18 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 items 22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.” 23 2.6 Disclosure or Discovery Material: all items or information, regardless of the 24 medium or manner in which it is generated, stored, or maintained (including, among 25 other things, testimony, transcripts, and tangible things), that are produced or generated 26 in disclosures or responses to discovery in this matter.

27 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 an 3 expert witness or as a consultant in this Action. 4 2.8 House Counsel: attorneys who are employees of a party to this Action. House 5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or other 7 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 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 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 18 services (e.g., photocopying, videotaping, translating, preparing exhibits or 19 demonstrations,

and organizing, storing, or retrieving data in any form or medium) and 20 their employees and subcontractors.

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

4 Any use of Protected Material at trial shall be governed by the orders of the trial 5 judge. This Order does not govern the use of Protected Material at trial. 6 7 4. DURATION 8 Once a case proceeds to trial, all of the information that was designated as 9 confidential or maintained pursuant to this protective order becomes public and will be 10 presumptively available to all members of the public, including the press, unless 11 compelling reasons supported by specific factual findings to proceed otherwise are 12 made to the trial judge in advance of the trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 14 showing for sealing documents produced in discovery from “compelling reasons” 15 standard when merits-related documents are part of court record).

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

24 25 5. DESIGNATING PROTECTED MATERIAL 26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each 27 Party or Non-Party that designates information or items for protection under this Order 1 appropriate standards.

The Designating Party must designate for protection only those 2 parts of material, documents, items, or oral or written communications that qualify so 3 that other portions of the material, documents, items, or communications for which 4 protection is not warranted are not swept unjustifiably within the ambit of this Order. 5 Mass, indiscriminate, or routinized designations are prohibited.

Designations that 6 are shown to be clearly unjustified or that have been made for an improper purpose 7 (e.g., to unnecessarily encumber the case development process or to impose 8

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material.

If only a 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). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced.

During the inspection and before "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material.

If only a 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 Scheduling Order.

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 necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and

attorneys for witnesses, in the Action 12 to whom disclosure is reasonably necessary provided: (1) the deposing party requests 13 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be 14 permitted to keep any confidential information unless they sign the “Acknowledgment 15 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating 16 Party or ordered by the court.

Pages of transcribed deposition testimony or exhibits to 17 depositions that reveal Protected Material may be separately bound by the court reporter 18 and may not be disclosed to anyone except as permitted under this Stipulated Protective 19 Order; and 20 (i) any mediator or settlement officer, and their supporting personnel, mutually 21 agreed upon by any of the parties engaged in settlement discussions.

22 23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 24 OTHER LITIGATION 25 If a Party is served with a subpoena or a court order issued in other litigation that 26 compels disclosure of any information or items designated in this Action as 27 “CONFIDENTIAL,” that Party must: 1 (a) promptly notify in writing the Designating Party. Such notification shall 2 include a copy of the subpoena or court order; 3 (b) promptly notify in writing the party who caused the subpoena or order to 4 issue in the other litigation that some or all of the material covered by the subpoena or 5 order is subject to this Protective Order.

Such notification shall include a copy of this 6 Stipulated Protective Order; and 7 (c) cooperate with respect to all reasonable procedures sought to be pursued by 8 the Designating Party whose Protected Material may be affected. 9 If the Designating Party timely seeks a protective order, the Party served with the 10 subpoena or court order shall not produce any information designated in this action as 11 “CONFIDENTIAL” before a determination by the court from which the subpoena or 12 order issued, unless the Party has obtained the Designating Party’s permission.

The 13 Designating Party shall bear the burden and expense of seeking protection in that court 14 of its confidential material and nothing in these provisions should be construed as 15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 16 directive from another court. 17 18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 19 IN THIS LITIGATION 20 (a) The terms of this Order are applicable to information produced by a Non- 21 Party in this Action and designated as “CONFIDENTIAL.” Such information produced 22 by Non-Parties in connection with this litigation is protected by the remedies and relief 23 provided by this Order.

Nothing in these provisions should be construed as prohibiting a 24 Non-Party from seeking additional protections. 25 (b) In the event that a Party is required, by a valid discovery request, to produce a 26 Non-Party’s confidential information in its possession, and the Party is subject to an 27 agreement with the Non-Party not to produce the Non-Party’s confidential information, 1 (1) promptly notify in writing the Requesting Party and the Non-Party that some 2 or all of the

information requested is subject to a confidentiality agreement with a Non- 3 Party; 4 (2) promptly provide the Non-Party with a copy of the Stipulated Protective 5 Order in this Action, the relevant discovery request(s), and a reasonably specific 6 description of the information requested; and 7 (3) make the information requested available for inspection by the Non-Party, if 8 requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14 days 10 of receiving the notice and accompanying information, the Receiving Party may 11 produce the Non-Party's confidential information responsive to the discovery request. If 12 the Non-Party timely seeks a protective order, the Receiving Party shall not produce 13 any information in its possession or control that is subject to the confidentiality 14 agreement with the Non-Party before a determination by the court.

Absent a court order 15 to the contrary, the Non-Party shall bear the burden and expense of seeking protection 16 in this court of its Protected Material. 17 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 writing 22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve 23 all unauthorized copies of the Protected Material, (c) inform the person or persons to 24 whom unauthorized disclosures were made of all the terms of this Order, and (d) 25 request such person or persons to execute the "Acknowledgment and Agreement to Be 26 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, the 5 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 prior 8 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 9 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 to 12 the court. 13 14 12. MISCELLANEOUS 15 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 16 person to seek its modification by the Court in the future. 17 12.2 Right to Assert Other Objections. By stipulating to the entry of this 18 Protective Order no Party waives any right it otherwise would have to object to 19 disclosing or

producing any information or item on any ground not addressed in this 20 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 21 ground to use in evidence of any of the material covered by this Protective Order. 22 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected 23 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed 24 under seal pursuant to a court order authorizing the sealing of the specific Protected 25 Material at issue.

If a Party's request to file Protected Material under seal is denied by 26 the court, then the Receiving Party may file the information in the public record unless 27 otherwise instructed by the court. 1 13. FINAL DISPOSITION 2 After the final disposition of this Action, as defined in paragraph 4, within 60 3 days of a written request by the Designating Party, each Receiving Party must return all 4 Protected Material to the Producing Party or destroy such material.

As used in this 5 subdivision, "all Protected Material" includes all copies, abstracts, compilations, 6 summaries, and any other format reproducing or capturing any of the Protected 7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party 8 must submit a written certification to the Producing Party (and, if not the same person 9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by 10 category, where appropriate) all the Protected Material that was returned or destroyed 11 and (2) affirms that the Receiving Party has not retained any copies, abstracts, 12 compilations, summaries or any other format reproducing or capturing any of the 13 Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an 14 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 15 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 16 work product, and consultant and expert work product, even if such materials contain 17 Protected Material.

Any such archival copies that contain or constitute Protected 18 Material remain subject to this Protective Order as set forth in Section 4 (DURATION). 19 20 14. Any violation of this Order may be punished by any and all appropriate measures 21 including, without limitation, contempt proceedings and/or monetary sanctions. 22 23 \ 24 \ 25 \ 26 \ 27 \ 1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 3 \ DATED: May 19, 2025 PLC LAW GROUP, APC 4 5 /s/Na'Shaun L. Neal 6 PETER L. CARR, IV NA'SHAUN L. NEAL 7 LAUREN K. MCRAE g Attorneys for Plaintiff Ahmad Bonner? DATED: May 12, 2025 HYDEE FELDSTEIN SOTO, City Attorney 10 DENISE C. MILLS, Chief Deputy City Attorney KATHLEEN KENEALY, Chief Assistant City Attorney CORY M. BRENT, Senior Assistant City Attorney 12 13 By: Kehecea E Sbunter 14 REBECCA

E. HUNTER, Deputy City Attorney 15 Attorneys for Defendant, CITY OF LOS ANGELES 16 17
18 19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20 >] DATED: June 2, 2025 22 TS men £: osensn_ 23 Hon. Karen L. Stevenson 24 || Chief U.S.
Magistrate Judge 25 26 27 28 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 in its 5 entirety and understand the Stipulated Protective Order that was issued by the United
6 States District Court for the Central District of California on [date] in the case of 7 Bonner v.
City of Los Angeles, et al., case no. 2:24-cv-10606-AB-KS.

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

13 I further agree to submit to the jurisdiction of the United States District Court for the 14
Central District of California for the purpose of enforcing the terms of this Stipulated 15
Protective Order, even if such enforcement proceedings occur after termination of this 16 action. I
hereby appoint _____ [print or type full name] of 17
_____ [print or type full address and 18 telephone
number] as my California agent for service of process in connection with this 19 action or any
proceedings related to enforcement of this Stipulated Protective Order.

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