

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

Kloii Hollis v. City of Los Angeles

Case No. 2:25-cv-06319-SK · No. 2:25-cv-06319-SK · Decided January 28, 2026

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 CENTRAL DISTRICT OF CALIFORNIA
9 10 KLOII HOLLIS, an individual, CASE NO. 2:25-cv-06319-SK Hon. Steve Kim– Ctrm. 540
11 Plaintiff, 12 v. STIPULATED PROTECTIVE ORDER 13 CITY OF LOS ANGELES, a
municipality; and DOES 1-10, inclusive, 14 Defendants. 15 16 1. A. PURPOSES AND
LIMITATIONS 17 Discovery in this action is likely to involve production of confidential, 18
proprietary, or private information for which special protection from public disclosure 19 and
from use for any purpose other than prosecuting this litigation may be warranted.

20 Accordingly, the parties hereby stipulate to and petition the Court to enter the following 21
Stipulated Protective Order. The parties acknowledge that this Order does not confer 22 blanket
protections on all disclosures or responses to discovery and that the protection it 23 affords from
public disclosure and use extends only to the limited information or items 24 that are entitled to
confidential treatment under the applicable legal principles.

The 25 parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), 26
below, that this Stipulated Protective Order does not entitle them to file confidential 27
information under seal; Civil Local Rule 79-5 sets forth the procedures that must be 1 court to file
material under seal. 2 B. GOOD CAUSE STATEMENT 3 This case involves an alleged encounter
between Plaintiff Kloii Hollis and Los 4 Angeles Police Department officers during a protest that
occurred on or about June 23, 5 2024.

While attending a protest near 8900 block of West Pico Blvd., Ms. Hollis alleges 6 that she was
struck in the face by a police baton and that she has suffered injuries as a 7 result. As such, there
may be voluminous materials that the City deems sensitive, 8 including police reports, videos, and
other law enforcement records, which may be 9 protected pursuant to Government Code §
6254(f), Penal Code §§ 832.5, 832.7, 832.8 10 and 11105, and Evidence Code § 1040.

Further, it is possible the parties in this action 11 may seek confidential information relating to
individual police officers and as such their 12 privacy rights may also be implicated pursuant to
Evidence Code § 1043, and Pitchess 13 v. Superior Court (1974) 11 Cal.3d 531, 535. See also
Green v. Baca, 226 F.R.D. 624, 14 653 (C.D. Cal. 2005) and A. Farber and Partners, Inc. v.
Garber, 234 F.R.D.

186, 189- 15 90 (C.D. Cal. 2006). Federal law also recognizes a qualified privilege for official 16 information. *Kerr v. United States District Court for the Northern District of California*, 17 511 F.2d 192, 198 (9th Cir.1975), *aff'd*, 426 U.S. 394 (1976); *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033 (9th Cir. 1990), *cert. denied*, 502 U.S. 957 (1991).

It is the 19 position of the City of Los Angeles and the Los Angeles Police Department that the 20 release of such records cannot be considered absent a protective order and, in some 21 cases, a court order. Plaintiff's medical records may also be produced during discovery, 22 which may be of a sensitive or graphic nature, and contain both Personally Identifiable 23 Information (PII) and Protected Health Information (PHI).

24 Accordingly, to expedite the flow of information, to facilitate the prompt 25 resolution of disputes over confidentiality of discovery materials, to adequately protect 26 information the parties are entitled to keep confidential, to ensure that the parties are 27 permitted reasonable necessary uses of such material in preparation for and in the 1 intent of the parties that information will not be designated as confidential for tactical 2 reasons and that nothing be so designated without a good faith belief that it has been 3 maintained in a confidential, non-public manner, and there is good cause why it should 4 not be part of the public record of this case.

5 2. DEFINITIONS 6 2.1 Action: *Khloii Hollis vs. City of Los Angeles, et al.* (Case No. 2:25-cv-7 06319-SK). 8 2.2 Challenging Party: a Party or Non-Party that challenges the designation 9 of information or items under this Order. 10 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 11 how it is generated, stored, or maintained) or tangible things that qualify for protection 12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 13 Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 15 their support staff). 16 2.5 Designating Party: a Party or Non-Party that designates information or 17 items that it produces in disclosures or in responses to discovery as 18 "CONFIDENTIAL." 19 2.6 Disclosure or Discovery Material: all items or information, regardless of 20 the medium or manner in which it is generated, stored, or maintained (including, among 21 other things, testimony, transcripts, and tangible things), that are produced or generated 22 in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter 24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 25 expert witness or as a consultant in this Action. 26 2.8 House Counsel: attorneys who are employees of a party to this Action. 27 House Counsel does not include Outside Counsel of Record or any other outside 1 other legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a party 3 to this Action but are retained to represent or advise a party to this Action and have 4 appeared in this Action on behalf of that party or are affiliated with a law firm which 5 has appeared on behalf of that party, including support staff. 6 2.11 Party: any party to this Action, including all of its officers, directors, 7 employees, consultants, retained experts, and Outside Counsel of Record (and their 8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 10 Discovery Material in this Action. 11 2.13 Professional Vendors: persons or entities that provide litigation support 12 services (e.g., photocopying, videotaping, translating, preparing exhibits or 13 demonstrations, and organizing, storing, or retrieving data in any form or medium) and 14 their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is 16 designated as “CONFIDENTIAL.” 17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 18 from a Producing Party. 19 3. SCOPE 20 The protections conferred by this Stipulation and Order cover not only Protected 21 Material (as defined above), but also (1) any information copied or extracted from 22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 23 Material; and (3) any testimony, conversations, or presentations by Parties or their 24 Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the trial 26 judge. This Order does not govern the use of Protected Material at trial. 27 4. DURATION 1 members of the public, including the press, once it becomes part of the judicial record, 2 either as part of a dispositive filing and/or once a case proceeds to trial, unless 3 compelling reasons supported by specific factual findings to proceed otherwise are 4 made to the trial judge in advance of the trial or pursuant to an application for filing 5 under seal as pertains to dispositive motions.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 7 showing for sealing documents produced in discovery from “compelling reasons” 8 standard when merits-related documents are part of court record).

Accordingly, the 9 terms of this protective order do not extend beyond the commencement of the trial. 10 5. DESIGNATING PROTECTED MATERIAL 11 5.1 Exercise of Restraint and Care in Designating Material for Protection. 12 Each Party or Non-Party that designates information or items for protection under this 13 Order must take care to limit any such designation to specific material that qualifies 14 under the appropriate standards.

The Designating Party must designate for protection 15 only those parts of material, documents, items, or oral or written communications that 16 qualify so that other portions of the material, documents, items, or communications for 17 which protection is not warranted are not swept

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

Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose 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 1 under this Order must be clearly so designated before the material is disclosed or 2 produced. 3 Designation in conformity with this Order requires: 4 (a) for information in documentary form (e.g., paper or electronic 5 documents, but excluding transcripts of depositions or other pretrial 6 or trial proceedings), that the Producing Party affix at a minimum, 7 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL 8 legend"), to each page that contains protected material.

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

During the inspection and before 15 the designation, all of the material made available for inspection shall be deemed 16 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants 17 copied and produced, the Producing Party must determine which documents, or portions 18 thereof, qualify for protection under this Order. Then, before producing the specified 19 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page 20 that contains Protected Material.

If only a portion or portions of the material on a page 21 qualifies for protection, the Producing Party also must clearly identify the protected 22 portion(s) (e.g., by making appropriate markings in the margins). 23 (b) for testimony given in depositions that the Designating Party 24 identify the Disclosure or Discovery Material on the record, before 25 the close of the deposition all protected testimony.

26 (c) for information produced in some form other than documentary and 27 for any other tangible items, that the Producing Party affix in a 1 only a portion or portions of the information warrants protection, the 2 Producing Party, to the extent practicable, shall identify the 3 protected portion(s). 4 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent 5 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.

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 Civil 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.

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 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 Parties to this Action;
- (b) 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;
- (c) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (d) 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 18 A);
- (e) the Court and its personnel;
- (f) court reporters and their staff;
- (g) 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);
- (h) the author or recipient of a document containing

the information or a 26 custodian or other person who otherwise possessed or knew the 27 information; 1 the deposing party requests that the witness sign the form attached as 2 Exhibit A hereto; and (2) they will not be permitted to keep any 3 confidential information unless they sign the “Acknowledgment and 4 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by 5 the Designating Party or ordered by the Court.

Pages of transcribed 6 deposition testimony or exhibits to depositions that reveal Protected 7 Material may be separately bound by the court reporter and may not 8 be disclosed to anyone except as permitted under this Stipulated 9 Protective Order; and 10 (j) any mediator or settlement officer, and their supporting personnel, 11 mutually agreed upon by any of the parties engaged in settlement 12 discussions.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 14 OTHER LITIGATION 15 If a Party is served with a subpoena or a court order issued in other litigation that 16 compels disclosure of any information or items designated in this Action as 17 “CONFIDENTIAL,” that Party must: 18 (a) promptly notify in writing the Designating Party. Such notification 19 shall include a copy of the subpoena or court order; 20 (b) promptly notify in writing the party who caused the subpoena or 21 order to issue in the other litigation that some or all of the material 22 covered by the subpoena or order is subject to this Protective Order.

23 Such notification shall include a copy of this Stipulated Protective 24 Order; and 25 (c) cooperate with respect to all reasonable procedures sought to be 26 pursued by the Designating Party whose Protected Material may be 27 affected. 1 “CONFIDENTIAL” before a determination by the court from which the subpoena or 2 order issued, unless the Party has obtained the Designating Party’s permission.

The 3 Designating Party shall bear the burden and expense of seeking protection in that court 4 of its confidential material, and nothing in these provisions should be construed as 5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 6 directive from another court. 7

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 8 IN THIS LITIGATION 9 (a) The terms of this Order are applicable to information produced by a 10 Non-Party in this Action and designated as “CONFIDENTIAL.” 11 Such information produced by Non-Parties in connection with this 12 litigation is protected by the remedies and relief provided by this 13 Order.

Nothing in these provisions should be construed as 14 prohibiting a Non-Party from seeking additional protections. 15 (b) In the event that a Party is required, by a valid discovery request, to 16 produce a Non-Party’s confidential information in its possession, 17 and the Party is subject to an agreement with the Non-Party not to 18 produce the Non-Party’s confidential information, then the Party 19 shall: 20 (1) promptly notify in writing the Requesting Party and the Non- 21 Party that some or all of the information requested is subject 22 to a confidentiality agreement with a

Non-Party; 23 (2) promptly provide the Non-Party with a copy of the Stipulated 24 Protective Order in this Action, the relevant discovery 25 request(s), and a reasonably specific description of the 26 information requested; and 27 (3) make the information requested available for inspection by the 1 within 14 days of receiving the notice and accompanying 2 information, the Receiving Party may produce the Non-Party's 3 confidential information responsive to the discovery request.

If the 4 Non-Party timely seeks a protective order, the Receiving Party shall 5 not produce any information in its possession or control that is 6 subject to the confidentiality agreement with the Non-Party before a 7 determination by the Court. Absent a court order to the contrary, the 8 Non-Party shall bear the burden and expense of seeking protection 9 in this Court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 12 Protected Material to any person or in any circumstance not authorized under this 13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing 14 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve 15 all unauthorized copies of the Protected Material, (c) inform the person or persons to 16 whom unauthorized disclosures were made of all the terms of this Order, and (d) 17 request such person or persons to execute the "Acknowledgment and Agreement to Be 18 Bound" that is attached hereto as Exhibit A. 19 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 20 PROTECTED MATERIAL 21 When a Producing Party gives notice to Receiving Parties that certain 22 inadvertently produced material is subject to a claim of privilege or other protection, the 23 obligations of the Receiving Parties are those set forth in Federal Rule of Civil 24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 25 may be established in an e-discovery order that provides for production without prior 26 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 27 parties reach an agreement on the effect of disclosure of a communication or 1 the Court. 2 12. MISCELLANEOUS 3 12.1 Right to Relief. Nothing in this Order abridges the right of any person to 4 seek its modification by the Court in the future. 5 12.2 Right to Assert Other Objections. By stipulating to the entry of this 6 Protective Order, no Party waives any right it otherwise would have to object to 7 disclosing or producing any information or item on any ground not addressed in this 8 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 9 ground to use in evidence of any of the material covered by this Protective Order. 10 12.3 Filing Protected Material. A Party that seeks to file under seal any 11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 12 only be filed under seal pursuant to a court order authorizing the sealing of the specific 13 Protected Material at issue.

If a Party's request to file Protected Material under seal is 14 denied by the court, then the Receiving Party may file the information in the public 15 record unless otherwise instructed by the court. 16 13. FINAL DISPOSITION 17 Final disposition shall be deemed to be the later of (1) dismissal of all claims 18 and defenses in this Action, with or without prejudice; and (2) final judgment herein 19 after the completion and exhaustion of all appeals, rehearings, remands, trials, or 20 reviews of this Action, including the time limits for filing any motions or applications 21 for extension of time pursuant to applicable law.

After the final disposition of this 22 Action, within 60 days of a written request by the Designating Party, each Receiving 23 Party must return all Protected Material to the Producing Party or destroy such material. 24 As used in this subdivision, "all Protected Material" includes all copies, abstracts, 25 compilations, summaries, and any other format reproducing or capturing any of the 26 Protected Material.

Whether the Protected Material is returned or destroyed, the 27 Receiving Party must submit a written certification to the Producing Party (and, if not 1 or destroyed; and (2) affirms that the Receiving Party has not retained any copies, 2 abstracts, compilations, summaries, or any other format reproducing or capturing any of 3 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an 4 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 5 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 6 work product, and consultant and expert work product, even if such materials contain 7 Protected Material.

Any such archival copies that contain or constitute Protected 8 Material remain subject to this Protective Order as set forth in Section 4 (DURATION). 9 /// 10 /// 11 /// 12 /// 13 /// 14 /// 15 /// 16 /// 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 14. Any violation of this Order may be punished by any and all appropriate 1 ||measures including, without limitation, contempt proceedings and/or monetary 2 || sanctions.

3 4 ||IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 5 6 ||/DATED: _ 01/27/2026 LAW OFFICES OF MELANIE PARTOW 7 8 By: __/s/ Melanie T. Partow 9 Melanie T. Partow Attorneys for Plaintiff 10 1] 12 Dated: January 27, 2026 HYDEE FELDSTEIN SOTO, City Attorney 13 DENISE C. MILLS, Chief Deputy City Attorney KATHLEEN KENEALY, Chief Assistant City Attorne 14 CHRISTIAN BOJORQUEZ, Deputy City Attorney 15 SASHA O. LAZAREVICH, Deputy City Attorney 17 Attorneys for Defendant, CITY OF LOS ANGELES 18 19 209 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

97 || DATED: __January 28, 2026 73 HONORABLE STEVE KIM UNITED STATES MAGISTRATE JUDGE 24 25 26 27 28 1 EXHIBIT A 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

I 5 have read in its entirety and understand the Stipulated Protective Order that was issued 6 by the United States District Court for the Central District of California on [date] in the 7 case of Kloii Hollis v. City of Los Angeles, et al. (Case No. 2:25-cv-06319-SK)..

I 8 agree to comply with and to be bound by all the terms of this Stipulated Protective 9 Order, and I understand and acknowledge that failure to so comply could expose me to 10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not 11 disclose in any manner any information or item that is subject to this Stipulated 12 Protective Order to any person or entity except in strict compliance with the provisions 13 of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for 15 the 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 18 type full name] of _____ [print or type full 19 address and telephone number] as my California agent for service of process in 20 connection with this action or any proceedings related to enforcement of this Stipulated 21 Protective Order.

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