

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Victor Diaz, an individual; and Jesus Rojas, an individual v. The City
of Los Angeles; Alfredo Castillo, an individual; Juan Diaz, an
individual; and Does 1-60**

Diaz v. City of Los Angeles · No. 25-cv-10233-FLA (PVCx) · Decided January 23, 2026

OPINION

Victor Diaz, an individual; and Jesus Rojas, an individual v. The City of Los Angeles; Alfredo
Castillo, an individual; Juan Diaz, an individual; and Does 1-60

PER CURIAM.

1 2 3 4 5

6 UNITED STATES DISTRICT COURT

7 CENTRAL DISTRICT OF CALIFORNIA

8 VICTOR DIAZ, an individual; and JESUS Case No. 25-cv-10233-FLA (PVCx) 9 ROJAS, an
individual,

STIPULATED PROTECTIVE ORDER

10 Plaintiffs, 11 v. 12

THE CITY OF LOS ANGELES; ALFREDO

13 CASTILLO, an individual; JUAN DIAZ, an 14 individual; and DOES 1-60, 15 Defendants. 16

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary, or private 3
information for which special protection from public disclosure and from use for any purpose
other 4 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate
to and 5 petition the Court to enter the following Stipulated Protective Order. The parties
acknowledge that this 6 Stipulated Protective Order does not confer blanket protections on all
disclosures or responses to 7 discovery and that the protection it affords from public disclosure
and use extends only to the limited 8 information or items that are entitled to confidential
treatment under the applicable legal principles.

9 B. GOOD CAUSE STATEMENT

10 This action involves the City of Los Angeles and members of the Los Angeles Police 11
Department. Plaintiffs are seeking materials and information that Defendant the City of Los
Angeles 12 (“City”) contends are confidential, such as personnel files of the police officers
involved in this 13 incident, Internal Affairs materials and information, video recordings, audio
recordings, photographs, 14 Force Investigation Division materials and information and other

administrative materials and 15 information currently in the possession of the City and which the City believes need special protection 16 from public disclosure and from use for any purpose other than prosecuting this litigation. Further 17 materials in possession of the City as sought by Plaintiffs may include sensitive law enforcement 18 reports and criminal records pertaining to individuals who are not parties to this action. Plaintiffs are 19 also seeking official information contained in the personnel files of the police officers involved in the 20 subject incident, which the City contends are strictly confidential and which the City believes need 21 special protection from public disclosure and from use for any purpose other than prosecuting this 22 litigation. 23 The City asserts that the confidentiality of the materials and information sought by Plaintiffs 24 are recognized by California and federal law, as evidenced inter alia by California Penal Code sections 25 832.5, 832.7, 832.8, 11105, Evidence Code section 1040, and *Kerr v. United States Dist. Ct. for N.D. 26 Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). The City contends that it has not 27 publicly released the materials and information referenced above except under protective order or 28 pursuant to a court order, if at all. These materials and information are of the type that has been used to 1 initiate disciplinary action against Los Angeles Police Department (“LAPD”) officers, and has been 2 used as evidence in disciplinary proceedings, where the officers’ conduct was considered to be 3 contrary to LAPD policy. 4 The City contends that absent a protective order delineating the responsibilities of 5 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and undue 6 disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals and expert 7 witnesses involved in this case, as well as the corollary risk of embarrassment, harassment and 8 professional and legal harm on the part of the LAPD officers referenced in the materials and 9 information. 10 The City also contends that the unfettered disclosure of the materials and information, absent a 11 protective order, would allow the media to share this information with potential jurors in the area, 12 impacting the rights of the City herein to receive a fair trial. 13 Plaintiffs do not concur in the foregoing representations or the applicability of the foregoing 14 authorities but agree that a protective order is necessary to facilitate discovery in this case. 15 Defendants may seek information such as Plaintiffs’ medical records that Plaintiffs believe are 16 highly sensitive, confidential, and are legally protected from disclosure. See *Wooden v. 17 Comprehensive Health Mgmt.*, No. 20-00053 LEK-WRP, 2021 U.S. Dist. LEXIS 101889, at *3 (D. 18 Haw. May 28, 2021) (“[M]edical records are confidential, as recognized under the Health Insurance 19 Portability and Accountability Act of 1996.”); *Pratt v. Gamboa*, No. 17-CV-04375-LHK, 2020 U.S. 20 Dist. LEXIS 90913, at *5 (N.D. Cal. May 22, 2020) (same). Plaintiffs contend that the undue 21 disclosure of such information creates a specific risk of embarrassment, emotional harm, reputational 22 harm, and professional harm. 23 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes 24 over confidentiality of discovery materials, to adequately protect information the parties are entitled to 25 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in 26 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. The Parties agree 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. The parties therefore stipulate that there is Good Cause for, and hereby jointly request that the honorable Court issue a Protective Order regarding confidential documents consistent with the terms and provisions of this Stipulation. However, the entry of a Protective Order by the Court pursuant to this Stipulation shall not be construed as any ruling by the Court on the aforementioned legal statements or privilege claims in this section, nor shall this section be construed as part of any such Court Order.

11 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Civil Rule 79-14.5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be shown to support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*

Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with respect to Protected Material that a party seeks to file under seal. The parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause. Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 2665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration. Any document that is not confidential,

privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit, Victor Diaz, et al. v. The City of Los Angeles, et al., Case No. 2:25-cv-10233-FLA-PVC.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff), including counsel of record for the parties to this civil litigation and their support staff.

2.5 Designating Party: A Party or Non-party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery by any Party in this matter.

2.7 Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: Attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: Any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.11 Party: Any party to this Action, including all of its officers, directors, boards, departments, divisions, employees, consultants, retained experts, House Counsel and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action, including a Party that is defending a deposition noticed or subpoenaed by another Party.

2.13 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” and for which this designation has not thereafter been withdrawn. (The term “Confidential Document” shall be synonymous with the term “Protected

Material” for the purposes of 23 this Stipulation and any associated Protective Order.) 24 2.15
Receiving Party: A Party that receives Disclosure or Discovery Material from a 25 Producing
Party, including a Party that has noticed or subpoenaed and is taking a deposition or 26
comparable testimony. 27 /// 28 ///

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as 3
defined above), but also (1) any information copied or extracted from Protected Material; (2) all 4
copies, excerpts, abstracts, summaries, or compilations of Protected Material; and (3) any
testimony, 5 conversations, or presentations by Parties or their Counsel that might reveal Protected
Material. 6 Any use of Protected Material at trial shall be governed by the orders of the trial judge.
This 7 Order does not govern the use of Protected Material at trial.

8 4. DURATION

9 FINAL DISPOSITION of the action is defined as the conclusion of any appellate proceedings,
10 or, if no appeal is taken, when the time for filing of an appeal has run. Except as set forth
below, the 11 terms of this protective order apply through FINAL DISPOSITION of the action.
The parties may 12 stipulate that they will be contractually bound by the terms of this agreement
beyond FINAL 13 DISPOSITION, but will have to file a separate action for enforcement of the
agreement once all 14 proceedings in this case are complete. 15 The Parties will meet and confer
no later than the Rule 16-2 conference regarding the pre-trial 16 exchange of documents without
any CONFIDENTIAL legend that either Party places on the trial 17 exhibit list and that the Party
reasonably expects may be used at trial. This exchange of documents 18 shall not change their
confidential designation. Any such documents not introduced into evidence at 19 trial shall be
destroyed within 30 days following the conclusion of trial. 20 Once a case proceeds to trial, all of
the information introduced into evidence at trial that was 21 designated as confidential or
maintained pursuant to this protective order becomes public and will be 22 presumptively
available to all members of the public, including the press, unless compelling reasons 23
supported by specific factual findings to proceed otherwise are made to the trial judge in advance
of 24 the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir.
2006) 25 (distinguishing “good cause” showing for sealing documents produced in discovery from
“compelling 26 reasons” standard when merits-related documents are part of court record).
Accordingly, the terms of 27 this protective order do not extend beyond the commencement of the
trial. 28 /// 1 If the case does not proceed to trial, even after Final Disposition, as set forth in
Section 2.8 2 above, of this litigation, the confidentiality obligations imposed by this Order shall
remain in effect 3 until a Designating Party agrees otherwise in writing or a court order otherwise
directs.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. 6 Each Party or Non-
Party that designates information or items for protection under this Order 7 must take care to limit

any such designation to specific material that qualifies under the appropriate 8 standards. The Designating Party must designate for protection only those parts of material, 9 documents, items or oral or written communications that qualify so that other portions of the material, 10 documents, items or communications for which protection is not warranted are not swept unjustifiably 11 within the ambit of this Order. 12 Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to 13 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber 14 the case development process or to impose unnecessary expenses and burdens on other parties) may 15 expose the Designating Party to sanctions. 16 If it comes to a Designating Party's attention that information or items that it designated for 17 protection do not qualify for protection, that Designating Party must promptly notify all other Parties 18 that it is withdrawing the inapplicable designation. 19

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order 20 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure 21 or Discovery Material that qualifies for protection under this Order must be clearly so designated 22 before the material is disclosed or produced. 23

Designation in conformity with this Order requires: 24 (a) for information in documentary form (e.g., paper or electronic documents, but excluding 25 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a 26 minimum, the legend "CONFIDENTIAL" or words of a similar effect, and that includes the case 27 name and case number (hereinafter "CONFIDENTIAL legend"), to the top or bottom margin of each 28 page that contains protected material. If only a portion or portions of the material on a page qualifies 1 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making 2 appropriate markings in the margins). The CONFIDENTIAL legend shall not interfere with the ability 3 to read any text or see any image in the document. 4

A Party or Non-Party that makes original documents available for inspection need not 5 designate them for protection until after the inspecting Party has indicated which documents it would 6 like copied and produced. During the inspection and before the designation, all of the material made 7 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified 8 the documents it wants copied and produced, the Producing Party must determine which documents, 9 or portions thereof, qualify for protection under this Order. Then, before producing the specified 10 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains 11 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the 12 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate 13 markings in the margins). 14

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or 15 Discovery Material on the record, before the close of the deposition all protected testimony. 16

(c) for information produced in some form other than documentary and for any other tangible 17 items, that the Producing Party affix in a prominent place on the exterior of the container or containers 18 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. 5.4 Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove a "CONFIDENTIAL" stamp or legend thereon; nor shall a Receiving Party take any other action so as to make it appear that Protected Material is not subject to the terms and provisions of this Stipulation and its associated Order. However, nothing in this section shall be construed so as to prevent a Receiving Party from challenging a confidentiality designation subject to the provisions of section 6, infra.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Nonparty 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 Burden of Persuasion. 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 5 whom disclosure is reasonably necessary for this Action; 6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably 7 necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" 8 (Exhibit A); 9 (d) the court and its personnel; 10 (e) court reporters and their staff; 11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom 12 disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and 13 Agreement to Be Bound" (Exhibit A); 14 (g) the author or recipient of a document containing the information or a custodian or other 15 person who otherwise possessed or knew the information; 16 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom 17 disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the 18 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential 19 information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless 20 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition 21 testimony or exhibits to depositions that reveal Protected Material may be separately bound by the 22 court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective 23 Order; and 24 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by 25 any of the parties engaged in settlement discussions. 26 7.3 Retention of Executed Nondisclosure Agreement (Exhibit A). Counsel making the 27 disclosure to any qualified person described herein shall retain the original executed copy of the 28 Nondisclosure Agreement until sixty (60) days after this litigation has become final, including any 1 appellate review, and monitoring of an injunction. Counsel for the Receiving Party shall maintain all 2 signed Nondisclosure Agreements and shall produce the signature page (either a physical or electronic 3 copy) upon reasonable written notice from opposing counsel. If an issue arises regarding a purported 4 unauthorized disclosure of Confidential Information, upon noticed motion of contempt filed by the 5 Designating Party, counsel for the Receiving Party may be required to lodge the signed Nondisclosure 6 Agreements, as well as a list of the disclosed materials, in camera with the Court having jurisdiction of 7 the Stipulation if ordered to do so by the Court.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER 9 LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that compels 11 disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party 12 must: 13 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of 14 the subpoena or court order; 15 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other 16 litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated 17 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and 18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating 19 Party whose Protected Material may be

affected. 20 If the Designating Party timely seeks a protective order, the Party served with the subpoena or 21 court order shall not produce any information designated in this action as “CONFIDENTIAL” before 22 a determination by the court from which the subpoena or order issued, unless the Party has obtained 23 the Designating Party’s permission. The Designating Party shall bear the burden and expense of 24 seeking protection in that court of its confidential material and nothing in these provisions should be 25 construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive 26 from another court. 27 /// 28 ///

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN 2 THIS LITIGATION

3 9.1 Application. The terms of this Stipulated Protective Order are applicable to 4 information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such 5 information produced by Non-Parties in connection with this litigation is protected by the remedies 6 and relief provided by this Stipulated Protective Order. Nothing in these provisions should be 7 construed as prohibiting a Non-Party from seeking additional protections. 8 9.2 Notification. In the event that a Party is required, by a valid discovery request, to 9 produce a Non-Party’s confidential information in its possession, and the Party is subject to an 10 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party 11 shall: 12 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the 13 information requested is subject to a confidentiality agreement with a Non-Party; 14 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this 15 Action, the relevant discovery request(s), and a reasonably specific description of the information 16 requested; and 17 (3) make the information requested available for inspection by the Non-Party, if requested. 18 9.3 Conditions of Production. If the Non-Party fails to seek a protective order from this 19 court within fourteen (14) days of receiving the notice and accompanying information, the Receiving 20 Party may produce the Non-Party’s confidential information responsive to the discovery request. If the 21 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its 22 possession or control that is subject to the confidentiality agreement with the Non-Party before a 23 determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden 24 and expense of seeking protection in this court of its Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected 27 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, 28 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized 1 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) 2 inform the person or persons to whom unauthorized disclosures were made of all the terms of this 3 Stipulated Protective Order, and (d) request such person or persons to execute the “Acknowledgment 4 and Agreement to Be Bound” that is attached hereto as Exhibit

A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced 8 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties 9 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to 10 modify whatever procedure may be established in an e-discovery order that provides for production 11 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 12 parties reach an agreement on the effect of disclosure of a communication or information covered by 13 the attorney-client privilege or work product protection, the parties may incorporate their agreement in 14 the Stipulated Protective Order submitted to the Court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right 17 of any person to seek its modification by the Court in the future. 18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated 19 Protective Order, no Party waives any right it otherwise would have to object to disclosing or 20 producing any information or item on any ground not addressed in this Stipulated Protective Order. 21 Similarly, no Party waives any right to object on any ground to use in evidence of any of the material 22 covered by this Stipulated Protective Order. 23 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material 24 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to 25 a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to 26 file Protected Material under seal is denied by the court, then the Receiving Party may file the 27 information in the public record unless otherwise instructed by the Court. 28 ///

1 FINAL DISPOSITION

2 After the FINAL DISPOSITION of this Action, as defined in paragraphs 4 and, within 60 days 3 || of a written request by the Designating Party, each Receiving Party must return all Protected Material 4 || to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" 5 || includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing 6 || any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving 7 || Party must submit a written certification to the Producing Party (and, if not the same person or entity, 8 || to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all 9 || the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not 10 || retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing 11 || any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an 12 || archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 13 ||

memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and 14 || consultant and expert work product, even if such materials contain Protected Material. Any such 15 || archival copies that contain or constitute Protected Material remain subject to this Stipulated 16 || Protective Order as set forth in Section 4 (DURATION).

17 VIOLATION

18 Any violation of this Stipulated Protective Order may be punished by any and all appropriate 19 || measures including, without limitation, contempt proceedings and/or monetary sanctions. 20 21 } FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO ORDERED. 22 23 || Dated: January 23, 2026 fu ☐☐ 24 Honorable Pedro V.Castilo 5 United States Magistrate Judge 26 27 28 - 16 -

1 ATTACHMENT "A"

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

2 3 I, [full name], of 4 [address], declare under penalty of perjury that I have read in its entirety and 5 understand the Stipulated Protective Order that was issued by the United States District Court for the 6 Central District of California on [date] in the case of Victor Diaz, et al. v. City of 7 Los Angeles, et al., United States District Court for the Central District of California, Case No. 25-cv- 8 10233-FLA-PVC. I 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 sanctions and 10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any 11 information or item that is subject to this Stipulated Protective Order to any person or entity except in 12 strict compliance with the provisions of this Stipulated Protective Order. 13 I further agree to submit to the jurisdiction of the United States District Court for the Central 14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if 15 such enforcement proceedings occur after termination of this action. I hereby appoint 16 [full name] of [address and 17 telephone number] as my California agent for service of process in connection with this action or any 18 proceedings related to enforcement of this Stipulated Protective Order. 19 20 Date: 21 City and State Where Sworn and Signed: 22 Printed Name: 23 Signature: 24 25 26 27 28