

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IAN GREENE, and DEONDRE
MARQUES JONES, in their Individual
and Representative Capacities on
Behalf of a Class of All Persons

Plaintiffs,

v.

CITY OF BEVERLY HILLS, MARK
STAINBROOK, JERRY
WHITTAKER, PIERRE ROMAIN,
SEAN REYNOLDS, JAKE
SPURGEON, ERIC PENA and
MATTHEW LOPEZ, inclusive, all sued
in their individual capacities,

Defendants.

Case No. 2:24-cv-05916-FMO-RAO

BEFORE THE HONORABLE
FERNANDO M. OLGUIN
COURTROOM 6D

~~[PROPOSED]~~ PROTECTIVE
ORDER

“DISCOVERY MATTER”

HEARING DATES PENDING
Type: Defendants’ Motion to Dismiss
Date: May 1, 2025
Time: 10:00 a.m.

1. INTRODUCTION

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure

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1 and from use for any purpose other than prosecuting this litigation may be warranted.
2 Accordingly, the parties hereby stipulate to and petition the Court to enter the
3 following Stipulated Protective Order. The parties acknowledge that this Order does
4 not confer blanket protections on all disclosures or responses to discovery and that
5 the protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable
7 legal principles. This order is necessary to allow Plaintiffs to prosecute – and permit
8 Defendants to defend – this civil rights action. The parties agree that this protective
9 order does not waive the parties’ rights to object to discovery demands or requests for
10 documents and/or information requested during depositions.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve law enforcement records for which special
13 protection from public disclosure and from use for any purpose other than prosecution
14 of this action is warranted. Such confidential materials and information consist of,
15 among other things, law enforcement records (including information implicating
16 privacy rights of third parties), information otherwise generally unavailable to the
17 public, or which may be privileged or otherwise protected from disclosure under state
18 or federal statutes, court rules, case decisions, or common law. Accordingly, to
19 expedite the flow of information, to facilitate the prompt resolution of disputes over
20 confidentiality of discovery materials, to adequately protect information the parties
21 are entitled to keep confidential, to ensure that the parties are permitted reasonable
22 necessary uses of such material in preparation for and in the conduct of trial, to address
23 their handling at the end of the litigation, and serve the ends of justice, a protective
24 order for such information is justified in this matter. It is the intent of the parties that
25 information will not be designated as confidential for tactical reasons and that nothing
26 be so designated without a good faith belief that it has been maintained in a
27 confidential, non-public manner, and there is good cause why it should not be part of
28 the public record of this case.

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1 This action is likely to involve the following information or items entitled to
2 confidential treatment:

3 1. Beverly Hills Police Department records and reports of detentions and
4 arrests, including, but not limited to, arrest reports, case reports, case notes, booking
5 photographs, evidentiary photographs, criminal histories, identification information,
6 body worn cameras, surveillance videos, etc.

7 2. Beverly Hills Police Department policies, procedures, and training
8 materials, and memorandum, bulletins, correspondence regarding the same, etc., and
9 other department material, disclosure of which may give rise to institutional safety
10 and security concerns.

11 3. Personnel records of Individual Defendants, including but not limited to
12 internal investigation files, outside investigation files, and complaints, and
13 memorandum and correspondence regarding the same, etc., are confidential and may
14 be privileged and protected pursuant to these defendants' individual rights to privacy
15 as set forth in the California Constitution, Article I, Section 1.

16 4. Personal information of third parties and/or the parties.

17 All of this information may be privileged or otherwise protected from
18 disclosure under the U.S. Constitution, state or federal statutes, court rules, case
19 decisions, or common law. Accordingly, to expedite the flow of information, to
20 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
21 to adequately protect information that parties are entitled to keep confidential, to
22 ensure that the parties are permitted reasonable necessary uses of such material in
23 preparation for and in the conduct of trial, to address their handling at the end of the
24 litigation, and serve the ends of justice, a protective order for such information is
25 justified in this matter. It is the intent of the parties that information will not be
26 designated as confidential for tactical reasons and that nothing be so designated
27 without a good faith belief that it has been maintained in a confidential non-public
28 manner, and there is good cause why it should not be part of the public record of this

1 case.

2 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
3 SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that this
5 Stipulated Protective Order does not entitle them to file confidential information
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
7 the standards that will be applied when a party seeks permission from the court to file
8 material under seal.

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

15 2. DEFINITIONS

16 2.1 Action: this pending federal lawsuit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
22 Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things) that are produced or
3 generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as
6 an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association or
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party
13 to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm that
15 has appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties
6 or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
12 as an exhibit at trial becomes public and will be presumptively available to all
13 members of the public, including the press, unless compelling reasons supported by
14 specific factual findings to proceed otherwise are made to the trial judge in advance
15 of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
16 showing for sealing documents produced in discovery from “compelling reasons”
17 standard when merits-related documents are part of court record). Accordingly, the
18 terms of this protective order do not extend beyond the commencement of the trial.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under this
22 Order must take care to limit any such designation to specific material that qualifies
23 under the appropriate standards. The Designating Party must designate for protection
24 only those parts of material, documents, items or oral or written communications that
25 qualify so that other portions of the material, documents, items or communications
26 for which protection is not warranted are not swept unjustifiably within the ambit of
27 this Order.

28 Mass, indiscriminate or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating Party
4 to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and before
24 the designation, all of the material made available for inspection shall be deemed
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
26 copied and produced, the Producing Party must determine which documents, or
27 portions thereof, qualify for protection under this Order. Then, before producing the
28 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"

1 to each page that contains Protected Material. If only a portion of the material on a
2 page qualifies for protection, the Producing Party also must clearly identify the
3 protected portion(s) (e.g., by making appropriate markings in the margins).

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

7 (c) for information produced in some form other than documentary and for
8 any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information is stored the legend
10 “CONFIDENTIAL.” If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone,
15 waive the Designating Party’s right to secure protection under this Order for such
16 material. Upon timely correction of a designation, the Receiving Party must make
17 reasonable efforts to assure that the material is treated in accordance with the
18 provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on
26 the Designating Party. Frivolous challenges, and those made for an improper purpose
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

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1 or withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

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

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

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (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 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this action
3 subpoena or order issued, unless the Party has obtained the Designating Party's
4 permission. The Designating Party shall bear the burden and expense of seeking
5 protection in that court of its confidential material and nothing in these provisions
6 should be construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

8 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a Non-
11 Party in this Action and designated as "CONFIDENTIAL." Such information
12 produced by Non-Parties in connection with this litigation is protected by the
13 remedies and relief provided by this Order. Nothing in these provisions should be
14 construed as 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, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party's
18 confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-Party
20 that some or all of the information requested is subject to a confidentiality agreement
21 with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's confidential information responsive to the discovery request.
2 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
3 any information in its possession or control that is subject to the confidentiality
4 agreement with the Non-Party before a determination by the court. Absent a court
5 order to the contrary, the Non-Party shall bear the burden and expense of seeking
6 protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or
25 information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted
27 to the court.

28 12. MISCELLANEOUS

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1 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
2 person to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order, no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in this
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any
7 ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
10 only be filed under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue. If a Party's request to file Protected Material under seal is
12 denied by the court, then the Receiving Party may file the information in the public
13 record unless otherwise instructed by the court.

14 13. FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within 60
16 days of a written request by the Designating Party, each Receiving Party must return
17 all Protected Material to the Producing Party or destroy such material. As used in this
18 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
19 summaries, and any other format reproducing or capturing any of the Protected
20 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
21 must submit a written certification to the Producing Party (and, if not the same person
22 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
23 category, where appropriate) all the Protected Material that was returned or destroyed
24 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
25 compilations, summaries or any other format reproducing or capturing any of the
26 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
27 archival copy of all pleadings, motion papers, trial, deposition, and hearing
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

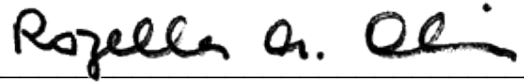
1 reports, attorney work product, and consultant and expert work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 4 (DURATION).

5 14. VIOLATION

6 Any violation of this Order may be punished by appropriate measures
7 including, without limitation, contempt proceedings and/or monetary sanctions.
8
9

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

11
12 DATED: April 25, 2025 _____



HON. ROZELLA A. OLIVER
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of Greene, Ian, et al. v. City of Beverly Hills, et al., case no. 2:24-
cv-05916-FMO-RAO. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____