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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 AARON LOFIST and DEIRDRE  
12 MEHMOOD

13 Plaintiffs,

14 vs.

15 CITY OF LOS ANGELES and DOES 1  
16 through 100, inclusive.  
17 Defendants.

CASE NO.: CV15-03538 AB (GJSx)

*Hon. Andre Birotte Jr. – Ctrm. 7B, 7<sup>th</sup> Fl.*

*Hon. Mag. Gail J. Standish – Ctrm. 23, 3<sup>rd</sup> Fl.*

18 **STIPULATED PROTECTIVE**  
19 **ORDER**

20 1. A. PURPOSES AND LIMITATIONS

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

1           B.     GOOD CAUSE STATEMENT

2           This action involves the City of Los Angeles and members of the Los Angeles  
3 Police Department. Plaintiff is seeking materials and information that Defendant City  
4 of Los Angeles (“City”) maintains as confidential, such as personnel files of the police  
5 officers involved in this incident, Internal Affairs materials and information, video  
6 recordings, and other administrative materials and information currently in the  
7 possession of the City and which the City believes need special protection from public  
8 disclosure and from use for any purpose other than prosecuting this litigation. Plaintiff  
9 is also seeking official information contained in the personnel files of the police  
10 officers involved in the subject incident, which the City maintains as strictly  
11 confidential and which the City believes need special protection from public disclosure  
12 and from use for any purpose other than prosecuting this litigation.

13           The City asserts that the confidentiality of the materials and information sought  
14 by Plaintiff is recognized by California and federal law, as evidenced inter alia by  
15 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,  
16 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). The City has not  
17 publicly released the materials and information referenced above except under  
18 protective order or pursuant to a court order, if at all. These materials and information  
19 are of the type that has been used to initiate disciplinary action against Los Angeles  
20 Police Department (“LAPD”) officers, and has been used as evidence in disciplinary  
21 proceedings, where the officers’ conduct was considered to be contrary to LAPD  
22 policy.

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

1 The City also contends that the unfettered disclosure of the materials and  
2 information, absent a protective order, would allow the media to share this information  
3 with potential jurors in the area, impacting the rights of the City herein to receive a fair  
4 trial.

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately protect  
7 information the parties are entitled to keep confidential, to ensure that the parties are  
8 permitted reasonable necessary uses of such material in preparation for and in the  
9 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
10 of justice, a protective order for such information is justified in this matter. It is the  
11 intent of the parties that information will not be designated as confidential for tactical  
12 reasons and that nothing be so designated without a good faith belief that it has been  
13 maintained in a confidential, non-public manner, and there is good cause why it should  
14 not be part of the public record of this case.

15 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
16 SEAL

17 The parties agree that any pleadings, motions, briefs, declarations, stipulations,  
18 exhibits or other written submissions to the Court in this litigation which contain or  
19 incorporate Confidential Material shall be lodged with an application to file the papers  
20 or the portion thereof containing the Confidential Material, under seal.

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

26 There is a strong presumption that the public has a right of access to judicial  
27 proceedings and records in civil cases. In connection with non-dispositive motions,  
28 good cause must be shown to support a filing under seal. See Kamakana v. City and

1 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
2 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics, Inc.,  
3 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
4 cause showing), and a specific showing of good cause or compelling reasons with  
5 proper evidentiary support and legal justification, must be made with respect to  
6 Protected Material that a party seeks to file under seal. The parties' mere designation  
7 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
8 submission of competent evidence by declaration, establishing that the material sought  
9 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
10 constitute good cause.

11 Further, if a party requests sealing related to a dispositive motion or trial, then  
12 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
13 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
14 Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
15 or type of information, document, or thing sought to be filed or introduced under seal  
16 in connection with a dispositive motion or trial, the party seeking protection must  
17 articulate compelling reasons, supported by specific facts and legal justification, for the  
18 requested sealing order. Again, competent evidence supporting the application to file  
19 documents under seal must be provided by declaration.

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

26  
27 2. DEFINITIONS

28 2.1 Action: *Aaron Lofist, et al, v. City of Los Angeles, et al., CV15-03538 AB*

1 (GJSx)

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
3 of information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for protection  
6 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
7 Statement. This also includes (1) any information copied or extracted from the  
8 Confidential information; (2) all copies, excerpts, summaries or compilations of  
9 Confidential information; and (3) any testimony, conversations, or presentations that  
10 might reveal Confidential information.

11 2.4 Counsel: Counsel of record for the parties to this civil litigation and their  
12 support staff.

13 2.5 Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of  
17 the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery in this matter

20 2.7 Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
22 expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association or  
27 other legal entity not named as a Party to this action.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have  
2 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
3 appeared on behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,  
5 boards, departments, divisions, employees, consultants, retained experts, and Outside  
6 Counsel of Record (and their support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support  
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
12 their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is  
14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
16 from a Producing Party.

17  
18 3. SCOPE

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

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

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1 4. DURATION

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

11  
12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection  
15 under this Order must take care to limit any such designation to specific material that  
16 qualifies under the appropriate standards. The Designating Party must designate for  
17 protection only those parts of material, documents, items or oral or written  
18 communications that qualify so that other portions of the material, documents, items or  
19 communications for which protection is not warranted are not swept unjustifiably  
20 within the ambit of this Order.

21 Mass, indiscriminate or routinized designations are prohibited. Designations  
22 that are shown to be clearly unjustified or that have been made for an improper  
23 purpose (e.g., to unnecessarily encumber the case development process or to impose  
24 unnecessary expenses and burdens on other parties) may expose the Designating Party  
25 to sanctions.

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
4 Order must be clearly so designated before the material is disclosed or produced.

5           Designation in conformity with this Order requires:

6           (a) for information in documentary form (e.g., paper or electronic documents,  
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
8 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or words of a  
9 similar effect, and that includes the case name and case number (hereinafter  
10 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
11 portion of the material on a page qualifies for protection, the Producing Party also must  
12 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
13 margins).

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

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

28



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

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive the  
9 Designating Party’s right to secure protection under this Order for such material.  
10 Upon timely correction of a designation, the Receiving Party must make reasonable  
11 efforts to assure that the material is treated in accordance with the provisions of this  
12 Order.

13  
14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
17 Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
24 withdrawn the confidentiality designation, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the Producing  
26 Party’s designation until the Court rules on the challenge.

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a Receiving  
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
8 Protected Material must be stored and maintained by a Receiving Party at a location  
9 and in a secure manner that ensures that access is limited to the persons authorized  
10 under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
14 only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
17 disclose the information for this Action;

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

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

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

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

28

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

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

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

14  
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
16 OTHER LITIGATION

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

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

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

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

28

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 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
4 or order issued, unless the Party has obtained the Designating Party’s permission. The  
5 Designating Party shall bear the burden and expense of seeking protection in that court  
6 of its confidential material and nothing in these provisions should be construed as  
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
8 directive from another court.

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

11           (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the remedies  
14 and relief provided by this Order. Nothing in these provisions should be construed as  
15 prohibiting a Non-Party from seeking additional protections.

16           (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20           (1) promptly notify in writing the Requesting Party and the Non-Party  
21 that some or all of the information requested is subject to a confidentiality  
22 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 request(s), and a  
25 reasonably specific description of the information requested; and

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

1 (c) If the Non-Party fails to seek a protective order from this court within  
2 14 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
5 produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
8 of seeking protection in this court of its Protected Material.

9  
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  
20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

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

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted to  
3 the court.

4  
5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

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

19  
20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60  
22 days of a written request by the Designating Party, each Receiving Party must return  
23 all Protected Material to the Producing Party or destroy such material. As used in this  
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
27 must submit a written certification to the Producing Party (and, if not the same person  
28 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by

1 category, where appropriate) all the Protected Material that was returned or destroyed  
2 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
6 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
7 attorney work product, and consultant and expert work product, even if such materials  
8 contain Protected Material. Any such archival copies that contain or constitute  
9 Protected Material remain subject to this Protective Order as set forth in Section 4  
10 (DURATION).

11  
12 14. VIOLATION

13 Any violation of this Order may be punished by appropriate measures including,  
14 without limitation, contempt proceedings and/or monetary sanctions.

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16 DATED: April 10, 2017

17 /s/ Michael White  
18 Michael White, Esq.  
19 Attorney for Plaintiff Aaron Lofist and Deirdre  
Mehmood

20 DATED: April 10, 2017

21 /s/ Colleen R. Smith  
22 COLLEEN R. SMITH, Deputy City Attorney  
23 Attorney for Defendant City of Los Angeles

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: 4/12/2017

26   
27 \_\_\_\_\_  
28 GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
5 [print or type full address], declare under penalty of perjury that I have read in its  
6 entirety and understand the Stipulated Protective Order that was issued by the United  
7 States District Court for the Central District of California on [date] in the case of  
8 *Aaron Lofist, et al v. City of Los Angeles, et al.*, CV15-03538 AB (GJSx). I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
12 in any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

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

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_