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17 Attorneys for Defendants COUNTY OF LOS ANGELES, ANDREW ALATORRE,  
and SANDY GALDAMEZ  
18

19  
20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

22  
23 A.E.R., a Minor, by and through his  
Guardian ad Litem, STEPHANIE  
24 YANEZ, both Individually and as  
Successor in Interest on behalf of  
25 Plaintiffs' Decedent EDUARDO  
EDWIN RODRIGUEZ, ESTELA  
26 RODRIGUEZ, and ABEL  
RODRIGUEZ, for themselves as  
27 parents of the Decedent,

28 Plaintiffs,

CASE NO. 2:16-cv-04895-R-MRWx  
**STIPULATED PROTECTIVE  
ORDER**

[Assigned to Judge Manuel L. Real,  
Courtroom "8"]

Trial Date: None Set

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v.

COUNTY OF LOS ANGELES, a  
Public Entity, ANDREW ALATORRE,  
SANDY GALDAMEZ, and DOES 1  
through 10, inclusive, individually and  
in their official capacity as Los Angeles  
County Sheriff's Department Deputies,  
  
Defendants.

1. A. PURPOSES AND LIMITATIONS

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

B. GOOD CAUSE STATEMENT

This action is likely to involve confidential information pertaining to personnel records and other materials subject to privacy protections for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Limiting disclosure of these documents to the context of this litigation as provided herein will, accordingly, further important law enforcement objectives and interests, including the safety of personnel and the public, as well as individual privacy rights of Plaintiffs, Defendants, and third parties. Such confidential materials and information consist of, among other things, materials entitled to privileges and/or protections under the following: the United

1 States Constitution, First Amendment; the California Constitution, Article I, Section  
2 1; California *Penal Code* §§ 832.5, 832.7, and 832.8; California *Evidence Code* §§  
3 1040 and 1043 *et seq.*; the Privacy Act of 1974, 5 U.S.C. § 552a; the right to  
4 privacy; decisional law relating to such provisions; and information otherwise  
5 generally unavailable to the public, or which may be privileged or otherwise  
6 protected from disclosure under state or federal statutes, court rules, case decisions,  
7 or common law. Defendants also maintain that such confidential materials and  
8 information consist of materials entitled to the Official Information Privilege.

9 Confidential information with respect to the Defendants may include:  
10 personnel files; internal investigative files and documents; email and written  
11 correspondence records; and policies and procedures that are kept from the public in  
12 the ordinary course of business, as well as other items subject to the Official  
13 Information Privilege and other privileges. Confidential information with respect to  
14 the Plaintiffs may include: employment and financial records; email and written  
15 correspondence records; and psychological notes, evaluations, and report and  
16 treatment plans relating to the treatment, care, and evaluation of the Plaintiffs. The  
17 parties reserve the right to challenge a designation of confidentiality pursuant to the  
18 terms set forth under Paragraph 6 of this Protective Order.

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

1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
2 SEAL

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

8 There is a strong presumption that the public has a right of access to judicial  
9 proceedings and records in civil cases. In connection with non-dispositive motions,  
10 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
11 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
12 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
13 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
14 require good cause showing), and a specific showing of good cause or compelling  
15 reasons with proper evidentiary support and legal justification, must be made with  
16 respect to Protected Material that a party seeks to file under seal. The parties' mere  
17 designation of Disclosure or Discovery Material as "CONFIDENTIAL" does not—  
18 without the submission of competent evidence by declaration, establishing that the  
19 material sought to be filed under seal qualifies as confidential, privileged, or  
20 otherwise protectable—constitute good cause.

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

1 the application to file documents under seal must be provided by declaration.

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

8

9 2. DEFINITIONS

10 2.1 Action: *A.E.R., a Minor, by and through his Guardian at Litem,*  
11 *Stephanie Yanez, et al. v. County of Los Angeles, et al.*, Case No. 2:16-cv-04895-R-  
12 MRWx.

13 2.2 Challenging Party: a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under *Federal Rule of Civil Procedure 26(c)*, and as specified above in  
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designated information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

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1           2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9 Non-Party: any natural person, partnership, corporation, association or  
8 other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a law firm  
12 that has appeared on behalf of that party, and that includes support staff.

13           2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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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  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties 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  
10 4. DURATION

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

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22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection  
25 under this Order must take care to limit any such designation to specific material  
26 that qualifies under the appropriate standards. The Designating Party must  
27 designate for protection only those parts of material, documents, items or oral or  
28 written communications that qualify so that other portions of the material,

1 documents, items or communications for which protection is not warranted are not  
2 swept unjustifiably within the ambit of this Order.

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

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

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

16 Designation in conformity with this Order requires:

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

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the



1 documents it wants copied and produced, the Producing Party must determine which  
2 documents, or portions thereof, qualify for protection under this Order. Then,  
3 before producing the specified documents, the Producing Party must affix the  
4 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
5 portion of the material on a page qualifies for protection, the Producing Party also  
6 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
7 in the margins).

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

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

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

23

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court’s  
27 Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37.1 et seq.

2           6.3    The burden of persuasion in any such challenge proceeding shall be on  
3 the Designating Party. Frivolous challenges, and those made for an improper  
4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
5 parties) may expose the Challenging Party to sanctions. Unless the Designating  
6 Party has waived or withdrawn the confidentiality designation, all parties shall  
7 continue to afford the material in question the level of protection to which it is  
8 entitled under the Producing Party’s designation until the Court rules on the  
9 challenge.

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11 7.    ACCESS TO AND USE OF PROTECTED MATERIAL

12           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

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

22           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 “CONFIDENTIAL” only to:

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

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

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

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

24  
25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

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

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

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

10 If the Designating Party timely seeks a protective order, the Party served with  
11 the subpoena or court order shall not produce any information designated in this  
12 action as “CONFIDENTIAL” before a determination by the court from which the  
13 subpoena or order issued, unless the Party has obtained the Designating Party’s  
14 permission. The Designating Party shall bear the burden and expense of seeking  
15 protection in that court of its confidential material and nothing in these provisions  
16 should be construed as authorizing or encouraging a Receiving Party in this Action  
17 to disobey a lawful directive from another court.

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

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

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

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

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

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

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

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19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13  
14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order, no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in this  
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
24 may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. If a Party's request to file Protected Material  
26 under seal is denied by the court, then the Receiving Party may file the information  
27 in the public record unless otherwise instructed by the court.

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1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4 (DURATION).

20  
21 14. VIOLATION

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

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25  
26 DATED: December 14, 2016



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\_\_\_\_\_  
HONORABLE MANUEL L. REAL  
UNITED STATES DISTRICT JUDGE

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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DATED: December 7, 2016

LAW OFFICES OF ANTONIO H.  
RODRIGUEZ

By: /s/ Antonio H. Rodriguez  
ANTONIO H. RODRIGUEZ  
Attorneys for Plaintiffs Estela Rodriguez  
and Abel Rodriguez

DATED: December 7, 2016

LAW OFFICES OF JORGE GONZALEZ

By: /s/ Jorge Gonzalez  
JORGE GONZALEZ  
Attorneys for Plaintiff A.E.R., a Minor, by  
and through his Guardian ad Litem,  
Stephanie Yanez, individually and as  
successor in interest on behalf of decedent  
Eduardo Edwin Rodriguez

DATED: December 7, 2016

HURRELL CANTRALL LLP

By: /s/ Diane Martinez  
THOMAS C. HURRELL  
DIANE MARTINEZ  
ARTYOM BAGHDISHYAN  
Attorneys for Defendants COUNTY OF  
LOS ANGELES, ANDREW  
ALATORRE, and SANDY GALDAMEZ



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**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 *A.E.R., a Minor, by and through his  
Guardian at Litem, Stephanie Yanez, et al. v. County of Los Angeles, et al.*, Case No.  
2:16-cv-04895-R-MRWx. 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: \_\_\_\_\_