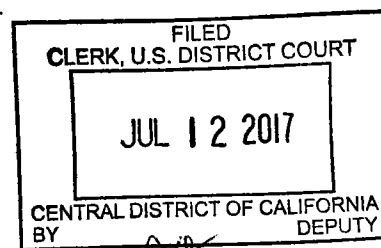


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 14 **CITY OF LOS ANGELES**

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

17 UNUVA SHULER, an individual,

CASE No.: 16 – CV – 07129 TJH (AJWX)

18
 19 Plaintiff,

~~PROPOSED~~ AMENDED
 STIPULATED PROTECTIVE ORDER

20 vs.

21 CITY OF LOS ANGELES, a public
 22 entity; LOS ANGELES POLICE
 23 DEPARTMENT, a public entity, and
 24 DOES 1 to 10, inclusive,

25 Defendants.
 26
 27
 28

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting or defending this
5 litigation may be warranted. Accordingly, the Parties hereby stipulate to and
6 petition the Court to enter the following Amended Stipulated Protective Order.

7 The parties submitted a Stipulated Protective Order that was signed by the
8 Court on May 9, 2017 (Doc. 15). This proposed Amended Stipulated Protective
9 Order has been agreed to by counsel after additional discovery was conducted.

10 The Parties acknowledge that this Order does not confer blanket protections
11 on all disclosures or responses to discovery and that the protection it affords from
12 public disclosure and use extends only to the limited information or items that are
13 entitled to confidential treatment under the applicable legal principles. The Parties
14 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
15 Protective Order does not entitle them to file confidential information under seal;
16 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
17 standards that will be applied when a party seeks permission from the Court to file
18 material under seal.

19 **B. GOOD CAUSE STATEMENT**

20 This Action will involve the disclosure of medical and psychological and/or
21 psychiatric records pertaining to Plaintiff, as well as records and documents related
22 to the Los Angeles Police Department and some of its officers, for which special
23 protection from public disclosure and from use for any purpose other than
24 prosecution of this action is warranted. Such confidential information is protected
25 from disclosure under state or federal statutes, court rules, case decisions, or
26 common law.

27 Furthermore, the Los Angeles Police Department (“Department”) conducts
28 internal administrative investigations of Officer Involved Uses of Force and

1 Complaint Investigations (hereinafter “Administrative Investigations”). Once an
2 Administrative Investigation is initiated, a formal investigation number is prepared.
3 Such investigations are reviewed by appropriate command officers in the
4 Department. This review has several purposes: (1) to determine whether the
5 involved officers violated any Department policies or procedures; (2) to determine
6 whether administrative discipline and/or retraining of the involved officers is
7 necessary; and (3) to ascertain if police policies and procedures in such areas as
8 supervision, training, tactics, policies, etc. should be modified. Administrative
9 Investigations are an essential aid to providing critical evaluation of Department
10 officers and policies, and to determine the most effective way to serve the citizens
11 of Los Angeles.

12 The Department strives to maintain the confidentiality of an officer's
13 Administrative Investigations, and the information contained therein, in recognition
14 of the protections granted pursuant to California Penal Code §§ 832.5, 832.7, and
15 832.8 and 1040 et al. of the California Evidence Code. Just as officer's personnel
16 package is maintained as confidential, so too are the Administrative Investigations
17 involving a particular officer(s). Administrative Investigations, like an officer's
18 personnel package, include information which is both personal in nature and could
19 potentially impact the liberty interests of the involved police officers and/or
20 civilians named within. The information obtained from personnel packages and
21 Administrative Investigations can, and have been used to initiate disciplinary action
22 against officers, as well as evidence in disciplinary proceedings where the officer's
23 conduct was considered to be contrary to Department policy. At this time, the
24 parties have agreed that certain Administrative Investigation information will be
25 provided pursuant to the terms set forth in this Amended Protective Order. As a
26 result, the parties have agreed to this Proposed Amended Protective Order covering
27 these records for the following Good Cause reasons:

28 Administrative Investigations are maintained as confidential reports

1 and are considered part of the individual officers' personnel record. Administrative
2 Investigations include information which is both personal in nature and could
3 potentially impact the liberty interests of the involved police officers and/or
4 civilians named within. The information obtained from Administrative
5 Investigations can and have been used to initiate disciplinary action against officers
6 and as evidence in disciplinary proceedings where the use of force or tactics used
7 were considered to be contrary to Department policy.

8 Unfettered release of Administrative Investigations have the potential
9 for untold negative results. In terms of societal interests, it would inhibit the
10 Department's ability to frankly engage in critical self-analysis. Public exposure of
11 many Administrative Investigations could severely threaten the safety and well-
12 being of the individuals, their families and associates. Many Administrative
13 Investigations include embarrassing facts. At a minimum, disclosure of an entire
14 Administrative Investigation would cause needless intrusion of privacy rights and
15 have a negative effect on the Department's effort to conduct these important
16 investigations. Indeed, for all of these reasons, persons interviewed by
17 Investigators are advised that their statements are being taken for the confidential
18 use of the Department.

19 The materials and interview statements of Administrative
20 Investigations are maintained in protected files in order to maintain their
21 confidentiality. They are not routinely shown to other city departments. Even then,
22 information which is not clearly relevant to the rationale governing the request is
23 redacted to ensure the utmost regard for the privacy rights of the mentioned within
24 a given report. The reports are not available to the general public except by court
25 order.

26 In each case involving court-ordered disclosure of information from an
27 Administrative Investigation sought in state or federal court, it is Department policy
28 to seek a protective order limiting use of the information to the case at trial and

1 identifying those persons who may properly be granted access to the information.
2 Absent a protective order, it becomes unrealistic to conceive that the large numbers
3 of attorneys, secretaries, law clerks, paralegals and witnesses involved in many
4 cases will be able to maintain proper confidence of personal, private material absent
5 an order which clearly delineates their responsibilities. The orders further request
6 that said records be returned to the Department after the case has terminated, either
7 by final judgment or otherwise. This request serves to ensure that intrusion into the
8 privacy and employment rights of those involved is limited to the particular case in
9 which the facts are relevant.

10 The issuance of an appropriate protective order makes certain that
11 these privacy concerns are not compromised beyond that degree necessary to the
12 issues before the court. Accordingly, on behalf of the Los Angeles Police
13 Department and those persons identified within a given Administrative
14 Investigation, the Defendants respectfully request these procedural protections in
15 the instant case.

16 Accordingly, the parties hereby stipulate that the above-referenced
17 Administrative Investigation documents and items are confidential in nature and is
18 appropriately produced pursuant to a 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 reasonable necessary uses of such material in preparation for
23 and in the 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 **2. DEFINITIONS**

2 2.1 Action: the above captioned action, entitled Unuva Shuler v. City of
3 Los Angeles, Case No. 16-cv-07129-TJH (AJWx) and currently pending before the
4 United States District Court for the Central District of California.

5 2.2 Challenging Party: a Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
10 the Good Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
12 their 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
17 of 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
19 or 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
22 an 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,
27 or 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

1 Party to this Action but are retained to represent or advise a Party to this Action and
2 have appeared in this Action on behalf of that Party or are affiliated with a law firm
3 which has 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 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 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
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and 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
16 Material from a Producing Party.

17 **3. SCOPE**

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

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
2 with or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

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

20 (b) for testimony given in depositions that the Designating Party identify
21 the Disclosure or Discovery Material on the record, before the close of the
22 deposition all protected testimony.

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding shall be on
14 the Designating Party. Frivolous challenges, and those made for an improper
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
16 parties) may expose the Challenging Party to sanctions. Unless the Designating
17 Party has waived or withdrawn the confidentiality designation, all parties shall
18 continue to afford the material in question the level of protection to which it is
19 entitled under the Producing Party's designation until the Court rules on the
20 challenge.

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

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 Action only for prosecuting, defending, or attempting to settle this Action. Such
25 Protected Material may be disclosed only to the categories of persons and under the
26 conditions described in this Order. When the Action has been terminated, a
27 Receiving Party must comply with the provisions of section 13 below (FINAL
28 DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

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

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

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

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

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

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

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
25 requests that the witness sign an acknowledgment of the protective order; and (2)
26 they will not be permitted to keep any confidential information unless they sign the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the Court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may
2 be separately bound by the court reporter and may not be disclosed to anyone
3 except as permitted under this Stipulated Protective Order; and

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

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
7 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

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

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

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

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

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

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

18 (c) If the Non-Party fails to seek a protective order from this Court within
19 14 days of receiving the notice and accompanying information, the Receiving Party
20 may produce the Non-Party’s confidential information responsive to the discovery
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
22 not produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the Court.
24 Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this Court of its Protected Material.

26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Amended Stipulated Protective Order, the Receiving Party must immediately (a)
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
3 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
4 the person or persons to whom unauthorized disclosures were made of all the terms
5 of this Order, and (d) request such person or persons to execute the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A.

8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
9 **PROTECTED MATERIAL**

10 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other
12 protection, the obligations of the Receiving Parties are those set forth in Federal
13 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
14 whatever procedure may be established in an e-discovery order that provides for
15 production without prior privilege review. Pursuant to Federal Rule of Evidence
16 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure
17 of a communication or information covered by the attorney-client privilege or work
18 product protection, the Parties may incorporate their agreement in the stipulated
19 protective order submitted to the Court.

20 **12. MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in
26 this Amended Stipulated Protective Order. Similarly, no Party waives any right to
27 object on any ground to use in evidence of any of the material covered by this
28 Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material at issue. If a Party's request to file Protected Material
5 under seal is denied by the Court, then the Receiving Party may file the information
6 in the public record unless otherwise instructed by the Court.

7 **13. FINAL DISPOSITION**

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

26 \\\
27 \\\
28 \\\

1 **14. VIOLATIONS OF THIS AMENDED STIPULATED PROTECTIVE**
2 **ORDER**

3 Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings, and/or monetary
5 sanctions.

6
7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8
9 DATED: July 11, 2017

10 /s/ Muammar Reed
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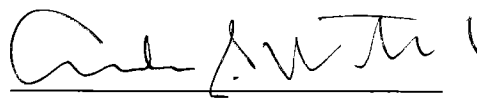
17 **Attorney for Plaintiff**
18 **UNUVA SHULER**

19 /s/ J. Edwin Rathbun, Jr.
20 J. Edwin Rathbun, Jr.,
21 Deputy City Attorney
22 edwin.rathbun@lacity.org
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25 Los Angeles, CA 90012
26 Tel: (213) 978-7041; Fax: (213) 978-8785

27 **Attorneys for Defendant**
28 **CITY OF LOS ANGELES**

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 7.12.2017



Hon. Andrew J. Wistrich
United States Magistrate Judge

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ATTESTATION

Pursuant to L.R. 5-4.3.4(a)(2)(i), I hereby attest that MUAMMAR REED, counsel for Plaintiff Unuva Shuler, concurs in the content of this filing and has authorized this filing.

DATED: July 11, 2017

MICHAEL N. FEUER, City Attorney
THOMAS H. PETERS, Chief Assistant City Attorney
CORY M. BRENTE, Supv. Assistant City Attorney

By: /s/ J. Edwin Rathbun, Jr.
J. EDWIN RATHBUN, JR.
Deputy City Attorney

Attorneys for Defendant **CITY OF LOS ANGELES**

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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 Amended Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on _____
[date] in the case of Unuva Shuler, v. City of Los Angeles, Case No. 16 – CV –
07129 TJH (AJWX). I agree to comply with and to be bound by all the terms of this
Amended 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 the purpose of enforcing the terms of this
Amended 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 Amended
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____