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NOTE CHANGES MADE BY COURT

Attorneys for Defendants, COUNTY OF LOS ANGELES and
NATHAN GILLESPIE

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

13	MIGUEL HERNANDEZ, ANNA	)	CASE NO. 2:16-cv-09412-JFW
14	HERNANDEZ, A.A.H., a minor, and A.H., a	)	<i>[Assigned to Judge John F. Walter</i>
15	minor, by and through their guardian ad	)	<i>Courtroom 7A]</i>
16	litam, CELIA HERNANDEZ, individually)	
17	and as successors in interest to MIGUEL A.)	
18	HERNANDEZ, deceased, and A.I.H., a minor	)	[Discovery Document: Referred to
19	by and through his guardian ad litem, LAKEN)	)	Magistrate Judge Suzanne H. Segal]
20	TAMBUNTING, individually and as	)	STIPULATION FOR PROTECTIVE
21	successor in interest to MIGUEL A.	)	ORDER RE: CONFIDENTIAL
22	HERNANDEZ, deceased,	)	DISCOVERY MATERIALS
23	Plaintiffs,)	
24)	
25	v.)	
26)	
27	COUNTY OF LOS ANGELES; NATHAN	)	Complaint Filed: 12/20/16
28	GILLESPIE; and DOES 1-10, inclusive,)	
	Defendants.	)	Trial Date: 2/27/18

1. A. PURPOSES AND LIMITATIONS

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

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1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
3 the following Stipulated Protective Order. The parties acknowledge that this Order
4 does not confer blanket protections on all disclosures or responses to discovery and
5 that the protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the
7 applicable legal principles. The parties further acknowledge, as set forth in Section
8 12.3, below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
10 that must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal.

12
13 B. GOOD CAUSE STATEMENT

14 In this case plaintiffs are making claims of unlawful arrest, detention,
15 excessive force, *Monell* claims, and wrongful death against the defendants. Plaintiffs
16 have requested internal investigation reports, personnel file of Deputy Nathan
17 Gillespie, written policies, medical records, criminal histories of Miguel Hernandez
18 and Michael Mofford, autopsy report, and disciplinary information. Some of these
19 documents are confidential and/or are not available to the general public, and also
20 contain sensitive personal/private information about third parties. Plaintiffs have also
21 requested dispatch calls and other Sheriff's Department radio communications
22 concerning the incident in this case. These recordings also contain information about
23 unrelated matters and third parties.

24 The United States Supreme Court has recognized the importance of protective
25 orders to safeguard the privacy of individuals. *See Seattle Times Co. v. Rhinehart*,
26 467 U.S. 20, 34-37(1984). The Ninth Circuit has stated that discovery should be
27 more limited with regard to third parties to protect them from harassment,
28 inconvenience, or disclosure of confidential documents. *Dart Industries Co. v.*

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1 *Westwood Chemical Co.*, 649 F.2d 646, 649 (9th Cir. 1980). Further, under
2 California law peace officer personnel records are confidential. California Evidence
3 Code Sections 1043, 1045; *Pitchess v. Super.Ct.* (Echeveria) (1974) 11 C3d 531,
4 537-540, 113 CR 897, 901-903. In this case, the documents and data sought
5 implicate privacy rights for Deputy Nathan Gillespie as well as third parties.

6 Additionally, documents on these matters contain confidential and sensitive
7 information regarding the workings of the Los Angeles Sheriff's Department. General
8 disclosure of this information would harm such interests and prevent the Department
9 from effectively performing its duties to the public. Therefore, the Sheriff's
10 Department has a strong security interest in preventing general disclosure of this
11 information.

12 Plaintiff is requesting all Sheriff's Department written guidelines, policies and
13 procedures. These documents and communications also are not generally available to
14 the public and contain sensitive and confidential information concerning the
15 operation of the Sheriff's Department. General knowledge of the policies and
16 procedures of the Sheriff's Department would endanger the security of Sheriff's
17 Department personnel who perform their duties, as criminals, detainees and arrestees
18 could anticipate Department tactics, thus nullifying their effectiveness and
19 threatening the safety of law enforcement personnel. See *Kelly v. City of San Jose*
20 (N.D. Cal. 1987)114 F.R.D. 653, 666. ("A police department's interest in not
21 permitting the general public to have access to such materials [manuals and
22 memoranda on law enforcement policies] may be weighty. Legitimate law
23 enforcement efforts could be frustrated, and the lives of officers could be endangered,
24 if anyone who wanted to could learn details about how officers are trained to
25 accomplish their missions in specific situations.")

26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in preparation for
2 and in the conduct of trial, to address their handling at the end of the litigation, and
3 serve the ends of justice, a protective order for such information is justified in this
4 matter. It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good
6 faith belief that it has been maintained in a confidential, non-public manner, and there
7 is good cause why it should not be part of the public record of this case.

8
9 2. DEFINITIONS

10 2.1 Action: this pending federal law suit

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
14 it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
16 Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of
23 the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced or
25 generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
7 this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” including:

- 21 (i) Personnel file for Nathan Gillespie
22 (ii) Internal Affairs/Homicide investigation file
23 (iii) Los Angeles County Sheriff's Department written guidelines,
24 policies, and/or procedures
25 (iv) Criminal histories
26 (v) Autopsy/Medical/Laboratory records
27 (vi) Disciplinary Records
28 (vii) Dispatch calls and radio communications

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

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

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

11
12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations
14 imposed by this Order shall remain in effect until a Designating Party agrees
15 otherwise in writing or a court order otherwise directs. Final disposition shall be
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
17 or without prejudice; and (2) final judgment herein after the completion and
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
19 including the time limits for filing any motions or applications for extension of time
20 pursuant to applicable law.

21
22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
24 Party or Non-Party that designates information or items for protection under this
25 Order must take care to limit any such designation to specific material that qualifies
26 under the appropriate standards. The Designating Party must designate for protection
27 only those parts of material, documents, items, or oral or written communications that
28 qualify so that other portions of the material, documents, items, or communications

1 for which protection is not warranted are not swept unjustifiably within the ambit of
2 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 this
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
13 or ordered, Disclosure or Discovery Material that qualifies for protection under this
14 Order must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
18 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
19 "CONFIDENTIAL legend"). Stamping the "CONFIDENTIAL legend" on the cover
20 of any multipage document shall designate all pages of the document as confidential,
21 unless otherwise indicated by the producing party. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

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

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

9 (b) for testimony given in depositions that the Designating Party identify the
10 Disclosure or Discovery Material on the record, before the close of the deposition all
11 protected testimony. Due to the fact that the parties are direct competitors,
12 depositions of a party or an officer, director, or employee of a party shall be taken
13 only in the presence of counsel for a party (including the paralegal, clerical, and
14 secretarial staff employed by such counsel), court reporter(s) employed in this action,
15 and any other person as to whom the parties in writing agree.

16 (c) for information produced in some form other than documentary and for any
17 other tangible items, that the Producing Party affix in a prominent place on the
18 exterior of the container or containers in which the information is stored the legend
19 "CONFIDENTIAL." If only a portion or portions of the information warrants
20 protection, the Producing Party, to the extent practicable, shall identify the protected
21 portion(s).

22 (d) The parties may further designate certain discovery material or testimony
23 of a highly confidential and/or proprietary nature as "CONFIDENTIAL—
24 ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only Material"). Under
25 the terms of this order, the party making the designation is certifying to the court that
26 there is a good faith basis both in law and in fact for the designation within the
27 meaning of Federal Rule of Civil Procedure 26(c).

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 the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7
8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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

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

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

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1 DISPOSITION).

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

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

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

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

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

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

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

24 (h) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions; and

26 (i) any other person as to whom the parties in writing agree.

27 7.3 Disclosure of "Attorney's Eyes Only Material".

28 Attorney's Eyes Only Material, and the information contained therein, shall be

1 disclosed only to the Court, to counsel for the parties (including outside counsel, and
2 any paralegal, clerical, and secretarial staff employed by counsel for the parties or
3 outside counsel), and to experts or consultants (together with their clerical staff)
4 retained by such counsel to assist in the prosecution, defense, or settlement of this
5 action. Attorney's eyes only material shall not be disclosed to a party, or to an
6 officer, director or employee of a party unless otherwise agreed or ordered. If
7 disclosure of Attorney's Eyes Only Material is made pursuant to this paragraph, all
8 other provisions in this order with respect to confidentiality shall also apply.
9

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
11 OTHER LITIGATION

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

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 action as "CONFIDENTIAL" before a determination by the court from which the
26 subpoena or order issued, unless the Party has obtained the Designating Party's
27 permission. The Designating Party shall bear the burden and expense of seeking
28 protection in that court of its confidential material and nothing in these provisions

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1 should be construed as authorizing or encouraging a Receiving Party in this Action to
2 disobey a lawful directive from another court.

3
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

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

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

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

23 (c) If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party's confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
27 not produce any information in its possession or control that is subject to the
28 confidentiality agreement with the Non-Party before a determination by the court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
2 of seeking protection in this court of its Protected Material.

3

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

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

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

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

12 *Nothing in this order governs use of confidential material at trial.*

13 13. FINAL DISPOSITION

(SWS)

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

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1 materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth in
3 Section 4 (DURATION).

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

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

9
10 DATED: May 15, 2017

COLLINS COLLINS MUIR + STEWART LLP

11
12 By: /s/ Rebecca King

TOMAS A. GUTERRES

REBECCA S. KING

AUDRA C. CALL

13
14 Attorneys for Defendants COUNTY OF
15 LOS ANGELES and NATHAN
16 GILLESPIE

17 DATED: May 15, 2017

LAW OFFICES OF DALE K. GALIPO
LAW OFFICES OF JOHN BURTON

18
19 By: /s/ Renee Masongsong

Dale K. Galipo, Esq.

Renee V. Masongsong, Esq.

20
21 John Burton, Esq.

22 Attorneys for Plaintiffs

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: 5/17/17

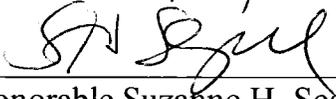
26
27 
28 Honorable Suzanne H. Segal
United States District/Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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.C.T. 898 PRODUCTS, INC. vs. W.S. INDUSTRIES, INC. (CASE NO. 8:16-CV-00476-DOC-JCG), 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 the purpose of 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: _____