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 10 THE COUNTY OF LOS ANGELES

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 ROBERT G. LINDSEY and CHARLES
 14 G. RODRIGUEZ,

15 Plaintiff,

16 v.

17 THE COUNTY OF LOS ANGELES;
 18 PAUL TANAKA; KEVIN STENNIS;
 19 and DOES 1 – 10, INCLUSIVE,

20 Defendants.

CASE NO.: 2:17-CV-03886-FMO
 (RAOX)

[Hon. Fernando M. Olguin
 Courtroom "6D"]

**[Discovery Document: Referred To
 Magistrate Judge Rozella A. Oliver]
 STIPULATION FOR
 PROTECTIVE ORDER RE:
 CONFIDENTIAL DISCOVERY
 MATERIALS**

TRIAL DATE: January 22, 2019

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 disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles.

11 B. GOOD CAUSE STATEMENT

12 In this case, plaintiffs are making claims of deprivation of civil rights under 42
13 U.S.C. section 1983, Fourth Amendment, Due Process, *Brady*, *Monell*, selective
14 prosecution, and equal protection violations against the defendants. In discovery,
15 Plaintiffs have requested, *inter alia*, internal investigation reports from the County of
16 Los Angeles Sheriff's Department Internal Criminal Investigation Bureau and
17 Internal Affairs Bureau; County of Los Angeles District Attorney files; the District
18 Attorney's Office Justice System Integrity Division files; personnel files of former
19 Undersheriff Paul Tanaka and former Deputy District Attorney (now Judge) Kevin
20 Stennis; arrest reports; written policies, procedures, and training materials of the Los
21 Angeles Sheriff's Department; and disciplinary information. These documents are
22 confidential and/or are not available to the general public, and also contain sensitive
23 personal/private information about third parties. Plaintiffs have also requested other
24 County of Los Angeles communications concerning the events underlying this case,
25 including emails among and between Sheriff's Department and District Attorney's
26 Office representatives, audio files of interviews and video files. These recordings and
27 communications contain information about unrelated matters and third parties.
28 Likewise, Plaintiffs may be producing personal and private information regarding

1 Plaintiffs, including, *inter alia*, medical and/or psychological records, that is not
2 otherwise available to the public and are kept confidential.

3 The United States Supreme Court has recognized the importance of protective
4 orders to safeguard the privacy of individuals. *See Seattle Times Co. v. Rhinehart*, 467
5 U.S. 20, 34-37 (1984). In addition, the public disclosure of confidential and sensitive
6 information regarding the workings of the County of Los Angeles Sheriff's
7 Department and the County of Los Angeles District Attorney's office would
8 potentially harm County operations and prevent the County from effectively
9 performing the duties to the public. Such public disclosure could endanger the
10 security of Sheriff's Department personnel who perform their duties, as criminals,
11 detainees, and arrestees could anticipate Department tactics, thus nullifying their
12 effectiveness and threatening the safety of law enforcement personnel. *See Kelly v.*
13 *City of San Jose* (N.D. Cal. 1987) 114 F.R.D. 653, 666. ("A police department's
14 interest in not permitting the general public to have access to such materials [manuals
15 and memoranda on law enforcement policies] must be weighty. Legitimate law
16 enforcement efforts could be frustrated, and the lives of officers could be endangered,
17 if anyone who wanted to could learn details about how officers are trained to
18 accomplish their missions in specific situations.")

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 reasonably necessary uses of such material in preparation for and
23 in the conduct of trial, to address their handling at the end of the litigation, and serve
24 the ends of justice, a protective order for such information is justified in this matter. It
25 is the intent of the parties that information will not be designated as confidential for
26 tactical reasons, and that nothing be so designated without a good faith belief that it
27 has been maintained in a confidential, non-public manner, and there is good cause
28 why it should not be part of the public record of this case.

1 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

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

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

7
8 **2. DEFINITIONS**

9 2.1 Action: the above-captioned federal lawsuit

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored, or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
15 Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

28 2.8 House Counsel: attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this Action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party
6 to this Action but are retained to represent or advise a party to this Action and have
7 appeared in this Action on behalf of that party or are affiliated with a law firm that
8 has appeared on behalf of that party, and includes support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.13 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL.”

20 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 23 3. SCOPE

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

1 The protections conferred by this Stipulation and Order do not cover the
2 following information: (a) any information that is in the public domain at the time of
3 disclosure to a Receiving Party or becomes part of the public domain after its
4 disclosure to a Receiving Party as a result of publication not involving a violation of
5 this Order, including becoming part of the public record through trial or otherwise;
6 and (b) any information known to the Receiving Party prior to the disclosure or
7 obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating
9 Party.

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

12
13 **4. DURATION**

14 Once a case proceeds to trial, information that was designated as
15 “CONFIDENTIAL” or maintained pursuant to this protective order and that is used or
16 introduced as an exhibit at trial becomes public and will be presumptively available to
17 all members of the public, including the press, unless compelling reasons supported
18 by specific factual findings to proceed otherwise are made to the trial judge in
19 advance of the trial. *See Kamakana*, 447 F.2d at 1080-81 (distinguishing “good
20 cause” showing for sealing documents produced in discovery from “compelling
21 reasons” standard when merits-related documents are part of court record).
22 Accordingly, the terms of this protective order do not extend beyond the
23 commencement of trial.

24 Final disposition shall be deemed to be the later of (1) dismissal of all claims
25 and defenses in this action, with or without prejudice; and (2) final judgment herein
26 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
27 reviews of this action, including the time limits for filing any motions or applications
28 for extension of time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings): that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL" legend), to each page that
28 contains protected material. If only a portion of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

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

14 (b) for testimony given in depositions: that the Designating Party
15 identifies the Disclosure or Discovery Material and any protected testimony on the
16 record, before the close of the deposition.

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

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

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

14
15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

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

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

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

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

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.
28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 2 OTHER LITIGATION

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

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

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

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

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

22
 23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
 26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 27 produced by Non-Parties in connection with this litigation is protected by the
 28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

22
23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom the unauthorized disclosures were made of all the terms of this
2 Order, and (d) request such person or persons to execute the “Acknowledgement and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4
5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

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

17
18 **12. MISCELLANEOUS**

19 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

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

26 12.3 **Filing Protected Material.** A Party that seeks to file under seal any
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material
2 under seal is denied by the court, then the Receiving Party may file the information in
3 the public record unless otherwise instructed by the court.
4

5 **13. FINAL DISPOSITION**

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

26 Any violation of this Order may be punished by appropriate measures
27 including, without limitation, contempt proceedings and/or monetary sanctions.
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

DATED: October 18, 2017

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

By: /s/

ANDREW BAUM
Attorneys for Defendant
The County of Los Angeles

DATED: October 19, 2017

KAYE, McLANE, BEDNARSKI & LITT, LLP

By: /s/Ronald O. Kaye

RONALD O. KAYE
Attorneys for Plaintiffs
Robert G. Lindsey and Charles G.
Rodriguez

DATED: October __, 2017

NEWMAN & HORTON, LLP

By: _____

PETER J. HORTON
Attorneys for Defendant
Paul Tanaka

DATED: October 19, 2017

LAW OFFICE OF ROBERT M. SILVERMAN
and ALLEGUEZ & NEWMAN, LLP

By: /s/ Carol L. Newman

ROBERT SILVERMAN
CAROL L. NEWMAN
Attorneys for Defendant
Kevin Stennis

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: October 24, 2017

3 *Rozella A. Oliver*
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5 HON. ROZELLA A. OLIVER
6 United States Magistrate Judge

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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 Lindsey et al. v. County of Los Angeles et al. (CASE NO. 2:17-CV-03886-FMO (RAOX)), 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: _____