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

KRYSTAL LOPEZ,

Plaintiff,

vs.

CITY OF GLENDORA, LISA
ROSALES, WILLIAM RAYMOND
KODADEK, MATTHEW
WENDLING, and DOES 1 through
10,

Defendants.

Case No.: 2:17-cv-06843- ODW-RAO

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

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 disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket

1 protections on all disclosures or responses to discovery and that the protection it
2 affords from public disclosure and use extends only to the limited information
3 or items that are entitled to confidential treatment under the applicable legal
4 principles.

5 B. GOOD CAUSE STATEMENT

6 B.1 Defendants' Contentions.

7 Defendants contend that there is good cause and a particularized need for a
8 protective order to preserve the interests of confidentiality and privacy in peace officer
9 personnel file records and associated investigative or confidential records for the
10 following reasons. Plaintiff does not agree with and does not stipulate to defendants'
11 contentions in this section below.

12 First, defendants contend that peace officers have a federal privilege of
13 privacy in their personnel file records: a reasonable expectation of privacy therein that
14 is underscored, specified, and arguably heightened by the Pitchess protective
15 procedure of California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
16 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665,
17 *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to
18 privilege based discovery disputes involving federal claims,” the “state privilege law
19 which is consistent with its federal equivalent significantly assists in applying
20 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.
21 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
22 “privacy rights [that] are not inconsequential” in their police personnel records); cf.
23 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Under California
24 law, peace officer personnel file information is presumed confidential and such may
25 not be discovered or disclosed absent a Pitchess Order. See, e.g., *Warrick v. Superior*
26 *Ct.*, 35 Cal.4th 1011 (2005); *City of Hemet v. Superior Ct.* (1995) 37 Cal.App.4th
27 1411. Defendants further contend that uncontrolled disclosure of such personnel file
28 information and/or certain investigative information can threaten the safety of non-

1 party witnesses, officers, and their families/associates; accordingly, such information
2 is also subject to various privileges. See, e.g., Cal. Gov. Code § 6254(f) (law
3 enforcement investigative privilege); Cal. Evid. Code §§ 952-954 (attorney-client
4 privilege); cf. Cal. R. Ct. 1.20(b) (mandatory privacy protections in public court
5 records); U.S. Const., amend V, XIV.

6 Second, defendants contend that municipalities and law enforcement agencies
7 have federal deliberative-executive process privilege, federal official information
8 privilege, federal law enforcement privilege, and federal attorney-client privilege
9 (and/or attorney work-product protection) interests in the personnel files of their peace
10 officers – particularly as to those portions of peace officer personnel files that contain
11 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
12 communications for the purposes of obtaining or rendering legal advice or analysis –
13 potentially including but not limited to evaluative/analytical portions of Internal
14 Affairs type records or reports, evaluative/analytical portions of supervisory records or
15 reports, and/or reports prepared at the direction of counsel, or for the purpose of
16 obtaining or rendering legal advice. See Sanchez, 936 F.2d at 1033-1034; Maricopa
17 Audubon Soc’y v. United States Forest Serv., 108 F.3d 1089, 1092-1095 (9th Cir.
18 1997); Soto, 162 F.R.D. at 613, 613 n. 4; Kelly v. City of San Jose, 114 F.R.D. 654,
19 668-671 (N.D. Cal. 1987); Tuite v. Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
20 Hamstreet v. Duncan, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co.
21 v. United States Dist. Ct., 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
22 further contend that such personnel file records are restricted from disclosure by the
23 public entity’s custodian of records pursuant to applicable California law and that
24 uncontrolled release is likely to result in needless intrusion of officer privacy;
25 impairment in the collection of third-party witness information and statements and
26 related legitimate law enforcement investigations/interests; and a chilling of open and
27 honest discussion regarding and/or investigation into alleged misconduct that can
28

1 erode a public entity's ability to identify and/or implement any remedial measures
2 that may be required.

3 Third, defendants contend that, since peace officers do not have the same
4 rights as other private citizens to avoid giving compelled statements, it is contrary to
5 the fundamental principles of fairness to permit uncontrolled release of officers'
6 compelled statements. See generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
7 828-830 (1985); cf. U.S. Const., amend V.

8 B.2. Plaintiff does not agree with and does not stipulate to defendants'
9 contention herein above, and nothing in this Stipulation or its associated Order shall
10 resolve the parties' disagreement, or bind them, concerning the legal statements and
11 claimed privileges set forth above.

12 B.3. The parties jointly contend that there is typically a particularized need
13 for protection as to any medical or psychotherapeutic records, because of the privacy
14 interests at stake therein. Because of these sensitive interests, a Court Order should
15 address these documents rather than a private agreement between the parties.

16 B.4. The parties therefore stipulate that there is Good Cause for, and hereby
17 jointly request that the Honorable Court issue/enter, a Protective Order re confidential
18 documents consistent with the terms and provisions of this Stipulation. However, the
19 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
20 construed as any ruling by the Court on the aforementioned legal statements or
21 privilege claims in this section, nor shall this section be construed as part of any such
22 Court Order.

23 Accordingly, to expedite the flow of information, to facilitate the prompt
24 resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the
26 parties are permitted reasonable necessary uses of such material in preparation for and
27 in the conduct of trial, to address their handling at the end of the litigation, and serve
28 the ends of justice, a protective order for such information is justified in this matter. It

1 is the intent of the parties that information will not be designated as confidential for
2 tactical reasons and that nothing be so designated without a good faith belief that it
3 has been maintained in a confidential, non-public manner, and there is good cause
4 why it should not be part of the public record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

24 Further, if a party requests sealing related to a dispositive motion or trial, then
25 compelling reasons, not only good cause, for the sealing must be shown, and the relief
26 sought shall be narrowly tailored to serve the specific interest to be protected. See
27 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
28 or type of information, document, or thing sought to be filed or introduced under seal

1 in connection with a dispositive motion or trial, the party seeking protection must
2 articulate compelling reasons, supported by specific facts and legal justification, for
3 the requested sealing order. Again, competent evidence supporting the application to
4 file documents under seal must be provided by declaration.

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

11 2. DEFINITIONS

12 2.1 Action: this pending federal law suit.

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties
3 or their Counsel that might reveal Protected Material.

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

6 4. DURATION

7 Once a case proceeds to trial, all of the court-filed information to be
8 introduced that was previously designated as confidential or maintained pursuant to
9 this protective order becomes public and will be presumptively available to all
10 members of the public, including the press, unless compelling reasons supported by
11 specific factual findings to proceed otherwise are made to the trial judge in advance of
12 the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th
13 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced
14 in discovery from “compelling reasons” standard when merits-related documents are
15 part of court record). Accordingly, the terms of this protective order do not extend
16 beyond the commencement of the trial.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating Party
2 to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

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

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and before
22 the designation, all of the material made available for inspection shall be deemed
23 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
24 copied and produced, the Producing Party must determine which documents, or
25 portions thereof, qualify for protection under this Order. Then, before producing the
26 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"
27 to each page that contains Protected Material. If only a portion or portions of the
28 material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) for testimony given in depositions that the Designating Party identify the
4 Disclosure or Discovery Material on the record, before the close of the deposition.

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

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

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly
23 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding
25 shall be on the Designating Party. Frivolous challenges, and those made for an
26 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
27 other parties) may expose the Challenging Party to sanctions. Unless the Designating
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is entitled
2 under the Producing Party’s designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

25 (d) the Court and its personnel;

26 (e) court reporters and their staff;

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

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

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

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
20 PRODUCED IN OTHER LITIGATION

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

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

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena or
28

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

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

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

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

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

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

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

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

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

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

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
24 OTHERWISE PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted to
6 the Court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

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

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

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, within 60 days of a written request
24 by the Designating Party, each Receiving Party must return all Protected Material to
25 the Producing Party or destroy such material. As used in this subdivision, "all
26 Protected Material" includes all copies, abstracts, compilations, summaries, and any
27 other format reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60 day deadline that (1) identifies (by category,
3 where appropriate) all the Protected Material that was returned or destroyed and (2)
4 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
5 summaries or any other format reproducing or capturing any of the Protected Material.
6 Notwithstanding this provision, counsel are entitled to retain an archival copy of all
7 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
8 correspondence, deposition and trial exhibits, expert reports, attorney work product,
9 and consultant and expert work product, even if such materials contain Protected
10 Material. Any such archival copies that contain or constitute Protected Material
11 remain subject to this Protective Order as set forth in Section 4 (DURATION).

12 14. VIOLATION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

Date: March 5, 2018

Law Offices of Erin Darling
By: /s/ Erin Darling
Kevin S. Conlogue, Attorney for Plaintiff,
KRYSTAL LOPEZ

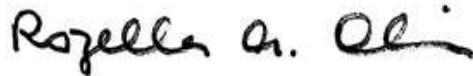
Date: March 5, 2018

Law Office of D. Wayne Leech a Professional
Corporation
By: /s/ D. Wayne Leech
D. Wayne Leech, Attorney for Defendants CITY OF
GLEN DORA, LISA ROSALES, WILLIAM
RAYMOND KODADEK and MATTHEW
WENDLING

////

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 7, 2018



HON. ROZELLA A. OLIVER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2
3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on March __, 2018, in the case of KRYSTAL LOPEZ v. CITY OF GLENDORA,
8 LISA ROSALES, WILLIAM RAYMOND KODADEK, MATTHEW WENDLING,
9 and DOES 1 through 10, United States District Court Case No.: 2:17-cv-06843-
10 ODW-RAO. I agree to comply with and to be bound by all the terms of this Stipulated
11 Protective Order and I understand and acknowledge that failure to so comply could
12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
13 that I will not disclose in any manner any information or item that is subject to this
14 Stipulated Protective Order to any person or entity except in strict compliance with the
15 provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for the
17 Central District of California for enforcing the terms of this Stipulated Protective
18 Order, even if such enforcement proceedings occur after termination of this action.

19 I hereby appoint _____ [print or type full name] of
20 _____ [print or type full address and
21 telephone number] as my California agent for service of process in connection with
22 this action or any proceedings related to enforcement of this Stipulated Protective
23 Order.
24

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the Electronic Service List for this Case.

Law Office of D. Wayne Leech, a Professional Corporation

DATED: March 6, 2018

/s/ D. Wayne Leech
D. WAYNE LEECH, Attorneys for Defendants,
CITY OF GLENDORA, LISA ROSALES,
WILLIAM RAYMOND KODADEK and
MATTHEW WENDLING