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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

Jose Pelayo, Jesus Pelayo, Victor Pelayo

Plaintiff,

v.

CITY OF POMONA, POMONA POLICE DEPARTMENT CHIEF PAUL CAPRARO, individually and in his official capacity, AUSTIN DOSSEY #42108, individually and as a peace officer, FRANK SACCA #41873, individually and as a peace officer, TIM DORN #41974, individually and as a peace officer, PRINCE HUTCHINSON #42642, individually and as a peace officer, and DOES 1-10.

Defendant.

Case No. **2:17- CV-07292-PSG-SK**

STIPULATED PROTECTIVE ORDER

TO THE HONORABLE COURT:

Pursuant to Federal Rules of Civil Procedure, Rule 26(c), Defendants CITY OF POMONA, CHIEF PAUL CAPRARO, OFFICER FRANK SACCA, OFFICER TIMOTHY DORN, OFFICER AUSTIN DOSSEY, OFFICER PRINCE HUTCHINSON and Plaintiffs JOSE PELAYO, JESUS PELAYO, and VICTOR PELAYO, by and through their attorneys of record, hereby stipulate to the

1 Protective Order set forth herein regarding the production of documents, records,
2 and tangible things during the discovery phase of this action. The City of Pomona,
3 Chief Paul Capraro, Officer Frank Sacca, Officer Timothy Dorn, Officer Austin
4 Dossey, Officer Prince Hutchinson and Plaintiffs are sometimes hereinafter referred
5 to individually as a “Party” and collectively as the “Parties.

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

7 Discovery in this action is likely to involve production of confidential,
8 proprietary, or private information for which special protection from public
9 disclosure and from use for any purpose other than prosecuting this litigation may
10 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
11 enter the following Stipulated Protective Order. This Order is intended to protect all
12 documents produced by Defendant City of Pomona as part of a supplemental
13 response to Plaintiffs’ Request for Production of Documents, which include but are
14 items listed on the City’s/Department’s Privilege Log, as well as any documents
15 which are ordered to be produced by the Court resulting from any discovery
16 disputes that arise in this matter. The parties acknowledge that this Order does not
17 confer blanket protections on all disclosures or responses to discovery and that the
18 protection it affords from public disclosure and use extends only to the limited
19 information or items that are entitled to confidential treatment under the applicable
20 legal principles. The parties further acknowledge, as set forth in Section 12.3,
21 below, that this Stipulated Protective Order does not entitle them to file confidential
22 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
23 followed and the standards that will be applied when a party seeks permission from
24 the court to file material under seal.

25 **B. GOOD CAUSE STATEMENT**

26 Though Plaintiffs may be entitled, in certain limited circumstances, to
27 examine information in police officers’ personnel files, internal affairs files and
28 force reports, to the extent that they are relevant to their claims in the above-

1 captioned action, the Defendants contend that a protective order is necessary to
2 prevent random distribution of such information. Furthermore, this proposed
3 protective order was created for the purpose of protecting certain information that
4 may be subject to the official information privilege, law enforcement privilege and
5 the right to privacy, as protected by the California and United States Constitution,
6 balanced with plaintiffs' right to discovery in this litigation.

7 Police personnel records are deemed confidential under federal law. Sanchez
8 v. Santa Ana Police Dep't., 936 F.2d 1027, 1033-34 (9th Cir. 1990). Law
9 enforcement personnel records also involve confidential information that is
10 protected by the Police Officers Bill of Rights, as codified at section 3300, *et seq.*,
11 of the California Government Code. The public disclosure of law enforcement
12 personnel records and records which include witness name, etc., is further limited by
13 a number of California statutes, including but not limited to California Government
14 Code section 6254 and California Penal Code section 832.7, *et seq.*

15 The City and individual peace officer Defendants herein contend that they
16 have an interest in protecting their privacy rights relating to information in their
17 personnel files and other related information.

18 It is the policy of the City of Pomona/Pomona Police Department not to
19 disclose information contained in background investigations about its employees, or
20 other information contained in confidential police personnel files unless ordered to
21 do so by a court of competent jurisdiction. Further, it is the policy of the City of
22 Pomona/Pomona Police Department not to disclose information contained in police
23 reports to those other than the parties involved in the incident, their representatives,
24 prosecutors, etc. unless ordered to do so by a court of competent jurisdiction.

25 Within the City of Pomona/Pomona Police Department, access to personnel
26 files is restricted to those on a "need to know" basis. Controlled access to the files is
27 regarded by the City/Department as essential in order to assure the integrity and
28 security of such files. The City/Department contends that uncontrolled disclosure of

1 such information can disrupt the City's/Department's vital, day-to-day operations,
2 erode the integrity and security of the confidential personnel and related files, affect
3 the morale of City's/Department's personnel, and frustrate the legitimate purposes
4 of gathering the information in these files, including adversely impacting
5 disciplinary procedures within the City/Department.

6 With respect to police reports, unfettered access is not granted to the public.
7 Instead, access is restricted to those investigating the incident, involved in the
8 incident or their representatives, those who are prosecuting and/or defending those
9 involved, and those who maintain the records. The City/Department contends that
10 controlled access is necessary to not only assure the integrity and security of said
11 files, but also to ensure the privacy rights of those involved especially third party
12 witnesses and minors are protected. Permitting uncontrolled disclosure can disrupt
13 the City's/Department's day-to-day operations, including but not limited to
14 adversely impacting the City's/Department's ability to thoroughly investigate
15 incidents.

16 Further, the City/Department contends that information contained in the
17 requested material case files is gathered and maintained in confidence by the
18 City/Department. The information gathered in these case files generally includes
19 the statements of third party witnesses collected in confidence. Witnesses are told
20 that the confidentiality of their statement will be protected and that they are for the
21 confidential use of the City/Department. The City/Department believes that
22 uncontrolled release of this information would cause needless intrusion into and
23 violation of privacy rights.

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in preparation for
28 and in the conduct of trial, to address their handling at the end of the litigation, and

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

6
7 **2. DEFINITIONS**

8 2.1 Action: Jose Pelayo et al. v. City of Pomona et al. (U.S.D.C. Case No.
9 2:17-cv-07292-PSG-SK).

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

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
15 Cause Statement, including documents produced by Defendant City of Pomona as
16 part of a supplemental response to Plaintiffs’ Request for Production of Documents,
17 which include items listed on the City’s/Department’s Privilege Log, as well as any
18 documents which are ordered to be produced by the Court resulting from any
19 discovery disputes that arise in this matter.

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

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

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

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

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

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

9 2.10 Outside Counsel of Record: attorneys who are not employees of a 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, and includes support staff.

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

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

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

21 2.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25
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

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties 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

7 **4. DURATION**

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

16

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
20 under this Order must take care to limit any such designation to specific material
21 that qualifies under the appropriate standards. The Designating Party must designate
22 for protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order. Here, the designated material includes
26 documents produced by Defendant City of Pomona as part of a supplemental
27 response to Plaintiffs' Request for Production of Documents, which include items
28 listed on the City's/Department's Privilege Log, as well as any documents which are

1 ordered to be produced by the Court resulting from any discovery disputes that arise
2 in this matter.

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
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

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

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

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

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

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

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

23

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

28

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37.1 et seq.

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

10
11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

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

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

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

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

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action a
5 “CONFIDENTIAL,” that 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 order
9 to issue in the 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
11 a 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 a Receiving Party in this Action
21 to 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

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1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

23
24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
25 **MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

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

6
7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
8 **OTHERWISE PROTECTED MATERIAL**

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

19
20 **12. MISCELLANEOUS**

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

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

1 12.3 Filing Protected Material. All Parties and their Counsel agree that if a
2 Party intends to file Protected Material with the Court, for any reason, that party and
3 Counsel shall request permission from the Court to file the Protected Material under
4 seal. A Party that seeks to file under seal any Protected Material must comply with
5 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
6 court order authorizing the sealing of the specific Protected Material at issue. If a
7 Party's request to file Protected Material under seal is denied by the court, then the
8 Receiving Party may file the information in the public record unless otherwise
9 instructed by the court.

10
11 **13. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in paragraph 4, within 60
13 days of a written request by the Designating Party, each Receiving Party (which also
14 includes those defined as a Party in Section 2.11) must return all Protected Material
15 to the Producing Party or destroy such material. As used in this subdivision, “all
16 Protected Material” includes all copies, abstracts, compilations, summaries, and any
17 other format reproducing or capturing any of the Protected Material. Whether the
18 Protected Material is returned or destroyed, the Receiving Party must submit a
19 written certification to the Producing Party (and, if not the same person or entity, to
20 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
22 that the Receiving Party has not retained any copies, abstracts, compilations,
23 summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
25 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials
28 contain Protected Material. Any such archival copies that contain or constitute

1 Protected Material remain subject to this Protective Order as set forth in Section 4
2 (DURATION).

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: May 3, 2018 MKRTCHYAN LAW

8
9 By: _____/s/_____
10 NARINE MKRTCHYAN
11 Attorneys for Plaintiffs JOSE PELAYO,
12 JESUS PELAYO and VICTOR PELAYO

13 DATED: May 3, 2018 CARPENTER, ROTHANS & DUMONT

14 By: _____/s/_____
15 STEVEN J. ROTHANS
16 JONATHAN D. REDFORD
17 Attorneys for Defendants CITY OF
18 POMONA, and CHIEF PAUL CAPRARO,
19 OFFICER FRANK SACCA and OFFICER
20 TIMOTHY DORN, public employees

21 DATED: May 3, 2018 HAIGHT BROWN & BONESTEEL

22 By: _____/s/_____
23 KEVIN OSTERBERG
24 Attorneys for Defendant OFFICER
25 AUSTIN DOSSEY, a public employee

26 DATED: May 7, 2018 JONES & MAYER

27 By: _____/s/_____
28 JAMES TOUCHSTONE
DENISE ROCAWICH
Attorneys for Defendant OFFICER
PRINCE HUTCHINSON, a public employee

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Pursuant to Central District Local Rule 5-4.3.4(a)(2)(i), the filer of this document attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

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Order

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: May 8, 2018



Honorable Steve Kim
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Jose Pelayo, et al. v. City of Pomona, et al., Case No. 2:17-
cv-07292-PSG-SK. 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: _____