

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD PAYNE, an individual;
JANCHAI PAYNE, an individual; K.P.,
a minor, by and through her guardian ad
litem,

 Plaintiffs,

vs.

CITY OF LOS ANGELES; Police Chief
CHARLIE BECK, in his individual
capacity; Does 1-100, inclusive,

 Defendants.

CASE NO. CV 17-09044 CAS (KSx)
[Hon. Judge Christina A. Snyder, 1st CH, Ctrm. 8D]
[Mag. Karen L. Stevenson , Roybal CH, Ctrm. 580]

~~**[PROPOSED]**~~
PROTECTIVE ORDER

1 **1. INTRODUCTION**

2 **1.1 PURPOSES AND LIMITATIONS**

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

16 **1.2 GOOD CAUSE STATEMENT**

17 In this case, Plaintiffs claim excessive use of force by law enforcement officers
18 who acted while in the course of their employment. In connection with these claims,
19 plaintiffs intend to seek discovery related to the officers’ personal and personnel
20 information and background.

21 Plaintiffs are seeking materials and information that Defendant City of Los
22 Angeles (“City”) maintain as confidential. These records may contain confidential
23 files such as personnel files of the police officers involved in this incident, Internal
24 Affairs materials and information, video recordings, audio recordings, and
25 information and other administrative materials and information currently in the
26 possession of the City and which City believes need special protection from public
27 disclosure and from use for any purpose other than prosecuting this litigation.

1 Plaintiffs are also likely to seek official information contained in the personnel files
2 of the police officers involved in the subject incident, which the City maintains as
3 strictly confidential and which City believes need special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation.

5 City asserts that the confidentiality of the materials and information sought by
6 Plaintiff is recognized by California and federal law, as evidenced inter alia by
7 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D.*
8 *Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), aff'd, 426 U.S. 394 (1976). The City has not
9 publicly released the materials and information referenced above except under
10 protective order or pursuant to a court order, if at all. These materials and
11 information are of the type that has been used to initiate disciplinary action against
12 Los Angeles Police Department (“LAPD”) officers, and has been used as evidence in
13 disciplinary proceedings, where the officers’ conduct was considered to be contrary
14 to LAPD policy.

15 The City contends that absent a protective order delineating the responsibilities
16 of nondisclosure on the part of the parties hereto, there is a specific risk of
17 unnecessary and undue disclosure by one or more of the many attorneys, secretaries,
18 law clerks, paralegals and expert witnesses involved in this case, as well as the
19 corollary risk of embarrassment, harassment and professional and legal harm on the
20 part of the LAPD officers referenced in the materials and information.

21 The City also contends that the unfettered disclosure of the materials and
22 information, absent a protective order, would allow the media to share this
23 information with potential jurors in the area, impacting the rights of the City herein
24 to receive a fair trial.

25 Thus, good cause exists for the entry of this pretrial protective order in that the
26 action involves claims of excessive force by law enforcement officers who acted
27 while in the course of their employment. Accordingly, to expedite the flow of
28

1 information, to facilitate the prompt resolution of disputes over confidentiality of
2 discovery materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their handling at the
5 end of the litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that information
7 will not be designated as confidential for tactical reasons and that nothing be so
8 designated without a good faith belief that it has been maintained in a confidential,
9 non-public manner, and there is good cause why it should not be part of the public
10 record of this case. In order to enable the parties and the Court to more efficiently
11 work through concerns raised regarding the propriety of disclosing any such
12 information, the parties wish the Court to enter the following proposed order into the
13 record.

14 **1.3 ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
15 **SEAL**

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

21 There is a strong presumption that the public has a right of access to judicial
22 proceedings and records in civil cases. In connection with non-dispositive motions,
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
25 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
26 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
27 require good cause showing), and a specific showing of good cause or compelling
28

1 reasons with proper evidentiary support and legal justification, must be made with
2 respect to Protected Material that a party seeks to file under seal. The parties’ mere
3 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
4 without the submission of competent evidence by declaration, establishing that the
5 material sought to be filed under seal qualifies as confidential, privileged, or
6 otherwise protectable—constitute good cause.

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

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

22 **2. DEFINITIONS**

23 2.1 Action: *Richard Payne et al. vs. City of Los Angeles, Case No. CV 17-*
24 **09044 CAS (KSx).**

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation
26 of information or items under this Order.

27 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
28

1 how it is generated, stored or maintained) or tangible things that qualify for protection
2 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
3 Cause Statement. This also includes (1) any information copied or extracted from the
4 Confidential information; (2) all copies, excerpts, summaries or compilations of
5 Confidential information; and (3) any testimony, conversations, or presentations that
6 might reveal Confidential information.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
8 support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of
13 the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a party
25 to this Action but are retained to represent or advise a party to this Action and have
26 appeared in this Action on behalf of that party or are affiliated with a law firm which
27 has appeared on behalf of that party, and includes support staff.
28

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 **3. SCOPE**

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

20 Any use of Protected Material at trial will be governed by the orders of the trial
21 judge. This Order does not govern the use of Protected Material at trial.

22 **4. DURATION**

23 Once a case proceeds to trial, all of the information that was designated as
24 confidential or maintained pursuant to this protective order becomes public and will
25 be presumptively available to all members of the public, including the press, unless
26 compelling reasons supported by specific factual findings to proceed otherwise are
27 made to the trial judge in advance of the trial. See *Kamakana v. City and County of*
28

1 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
2 showing for sealing documents produced in discovery from “compelling reasons”
3 standard when merits-related documents are part of court record). Accordingly, the
4 terms of this protective order do not extend beyond the commencement of the trial.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

27 Designation in conformity with this Order requires:
28

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

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

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

27 (c) for information produced in some form other than
28

1 documentary and for any other tangible items, that the Producing Party
2 affix in a prominent place on the exterior of the container or containers
3 in which the information is stored the legend “CONFIDENTIAL.” If
4 only a portion or portions of the information warrants protection, the
5 Producing Party, to the extent practicable, will identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive the
9 Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court’s
16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party will initiate the dispute
18 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
19 et seq.

20 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
21 joint stipulation pursuant to Local Rule 37-2.

22 6.4 The burden of persuasion in any such challenge proceeding will be on
23 the Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties will continue to afford the
27 material in question the level of protection to which it is entitled under the Producing
28

1 Party's designation until the Court rules on the challenge.

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

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending, or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a Receiving
8 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 "CONFIDENTIAL" only to:

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

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

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

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

28

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

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

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

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

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

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

27 (a) promptly notify in writing the Designating Party. Such
28

1 notification will include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the
3 subpoena or order to issue in the other litigation that some or all of the
4 material covered by the subpoena or order is subject to this Protective
5 Order. Such notification will include a copy of this Stipulated Protective
6 Order; and

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

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

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

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

26 (b) In the event that a Party is required, by a valid discovery
27 request, to produce a Non-Party’s confidential information in its
28

1 possession, and the Party is subject to an agreement with the Non-Party
2 not to produce the Non-Party's confidential information, then the Party
3 will:

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

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

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

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

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

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

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 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
27 only be filed under seal pursuant to a court order authorizing the sealing of the
28

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 **13. FINAL DISPOSITION**

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

22 ///
23 ///
24 ///
25 ///
26 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14. **VIOLATION**

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 21, 2020

LAW OFFICES OF ELLIOT N. TIOMKIN

By: /S/
ELLIOT N. TIOMKIN, ESQ.
Attorney for Plaintiffs **RICHARD PAYNE, JANCHAI PAYNE, K.P.**

DATED: September 21, 2020

OFFICE OF THE CITY ATTORNEY

By: /S/
Hasmik Badalian Collins
Attorneys for Defendant CITY OF LOS ANGELES et al.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 21, 2020

By: *Karen L. Stevenson*
HON. KAREN L. STEVENSON
United States Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____
[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 _____ **[insert case name and number]**. 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 _____ **[full name]** of _____ **[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 signed: _____

Printed name: _____

Signature: _____