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6 *Attorneys for Defendants* **CITY OF LOS ANGELES and**
LOS ANGELES POLICE DEPARTMENT

7
 8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10 SANDRA COLLINS,

11 Plaintiff,

12 vs.

13 LOS ANGELES POLICE
 14 DEPARTMENT; CITY OF LOS
 ANGELES; DOES 1 through 50,

15 Defendants.

CASE NO. 2:18-cv-224 AB (PLAx)

[Hon. Judge Andre Birotte, Jr. Ctrm. 7B]

[Hon. Mag. Paul L. Abrams, Ctrm. 780]

16
 17 **STIPULATED PROTECTIVE**
ORDER

18 **1. A. PURPOSES AND LIMITATIONS.**

19 Discovery in this action is likely to involve production of confidential,
 20 proprietary or private information for which special protection from public disclosure
 21 and from use for any purpose other than prosecuting this litigation may be warranted.
 22 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 23 following Stipulated Protective Order. The parties acknowledge that this Order does
 24 not confer blanket protections on all disclosures or responses to discovery and that
 25 the protection it affords from public disclosure and use extends only to the limited
 26 information or items that are entitled to confidential treatment under the applicable
 27 legal principles.

1 B. GOOD CAUSE STATEMENT.

2 This action involves the City of Los Angeles and members of the Los Angeles
3 Police Department. Plaintiff is seeking materials and information that Defendants the
4 City of Los Angeles et al. (“City”) maintains as confidential, such as video recordings
5 currently in the possession of the City and which the City believes need special
6 protection from public disclosure and from use for any purpose other than
7 prosecuting this litigation. Plaintiff is also seeking official information contained in
8 the personnel files of the police officers involved in the subject incident, which the
9 City maintains as strictly confidential and which the City believes need special
10 protection from public disclosure and from use for any purpose other than
11 prosecuting this litigation.

12 The City asserts that the confidentiality of the materials and information sought
13 by Plaintiff is recognized by California and federal law, as evidenced inter alia by
14 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
15 511 F.2d 192, 198 (9th Cir. 1975), *aff’d*, 426 U.S. 394 (1976). The City has not
16 publicly released the materials and information referenced above except under
17 protective order or pursuant to a court order, if at all. These materials and
18 information are of the type that has been used to initiate disciplinary action against
19 Los Angeles Police Department (“LAPD”) officers, and has been used as evidence in
20 disciplinary proceedings, where the officers’ conduct was considered to be contrary
21 to LAPD policy.

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

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

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately
7 protect information the parties are entitled to keep confidential, to ensure that the
8 parties are permitted reasonable necessary uses of such material in preparation for
9 and in the conduct of trial, to address their handling at the end of the litigation, and
10 serve the ends of justice, a protective order for such information is justified in this
11 matter. It is the intent of the parties that information will not be designated as
12 confidential for tactical reasons and that nothing be so designated without a good
13 faith belief that it has been maintained in a confidential, non-public manner, and there
14 is good cause why it should not be part of the public record of this case.

15 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
16 SEAL.

17 The parties agree that any pleadings, motions, briefs, declarations, stipulations,
18 exhibits or other written submissions to the Court in this litigation which contain or
19 incorporate Confidential Material shall be lodged with an application to file the
20 papers or the portion thereof containing the Confidential Material, under seal.
21 The parties further acknowledge, as set forth in Section 12.3, below, that this
22 Stipulated Protective Order does not automatically entitle them to file confidential
23 information under seal and that Local Civil Rule 79-5 sets forth the procedures that
24 must be followed and the standards that will be applied when a party seeks
25 permission from the Court to file material under seal.

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

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

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

27 **2. DEFINITIONS.**

1 2.1 Action: *Sandra Collins v. Los Angeles Police Department, et al.*, Case
2 No. 2:18-cv-224 AB (PLAx)

3 **2.2 Challenging Party:** a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless
6 of how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
8 Good Cause Statement. This also includes (1) any information copied or extracted
9 from the Confidential information; (2) all copies, excerpts, summaries, abstracts or
10 compilations of Confidential information; and (3) any testimony, conversations, or
11 presentations that might reveal Confidential information.

12 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and
13 their support staff.

14 **2.5 Designating Party:** a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 **2.6 Disclosure or Discovery Material:** all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter

21 **2.7 Expert:** a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 **2.8 House Counsel:** attorneys other than Counsel (as defined in paragraph
25 2.4) and who are employees of a party to this Action. House Counsel does not
26 include Outside Counsel of Record or any other outside counsel.

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1 **2.9 Non-Party:** any natural person, partnership, corporation, association or
2 other legal entity not named as a Party to this action.

3 **2.10 Outside Counsel of Record:** attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a party to this Action and
5 have appeared in this Action on behalf of that party or are affiliated with a law firm
6 that has appeared on behalf of that party, and includes support staff.

7 **2.11 Party:** any party to this Action, including all of its officers, directors,
8 boards, departments, divisions, employees, consultants, retained experts, and Outside
9 Counsel of Record (and their support staffs).

10 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 **2.13 Professional Vendors:** persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 **2.14 Protected Material:** any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 **3. SCOPE.**

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

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

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1 4. **DURATION.**

2 **Once a case proceeds to trial, information that was designated as**
3 **CONFIDENTIAL or maintained pursuant to this protective order used or**
4 **introduced as an exhibit at trial becomes public and will be presumptively**
5 **available to all members of the public, including the press, unless compelling**
6 **reasons supported by specific factual findings to proceed otherwise are made to**
7 **the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81**
8 **(distinguishing “good cause” showing for sealing documents produced in**
9 **discovery from “compelling reasons” standard when merits-related documents**
10 **are part of court record). Accordingly, the terms of this protective order do not**
11 **extend beyond the commencement of the trial as to the Confidential information**
12 **used or introduced as an exhibit at trial.**

13 5. **DESIGNATING PROTECTED MATERIAL.**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection:**

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

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

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

4 **5.2 Manner and Timing of Designations:** Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

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

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

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

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

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

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

22 **6.1 Timing of Challenges:** Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 **6.2 Meet and Confer:** The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1 et seq.

1 **6.3** The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper purpose
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived
5 or withdrawn the confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under the Producing
7 Party’s designation until the Court rules on the challenge.

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

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

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

19 **7.2 Disclosure of “CONFIDENTIAL” Information or Items:** Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 “CONFIDENTIAL” only to:

- 23 (a) the Receiving Party’s Counsel of Record in this Action, as well as
24 employees of said Counsel of Record to whom it is reasonably necessary
25 to disclose the information for this Action;
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- 1 (b) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 4 (c) the court and its personnel;
- 5 (e) court reporters and their staff;
- 6 (e) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and
8 who have signed the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A);
- 10 (f) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the
12 information;
- 13 (g) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the
15 deposing party requests that the witness sign the form attached as
16 Exhibit A hereto; and (2) they will not be permitted to keep any
17 confidential information unless they sign the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
19 Designating Party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected
21 Material may be separately bound by the court reporter and may not be
22 disclosed to anyone except as permitted under this Stipulated Protective
23 Order; and
- 24 (h) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement
26 discussions and who have signed the “Acknowledgment and Agreement
27 to Be Bound” (Exhibit A).
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1 7.3. Counsel making the disclosure to any qualified person described herein
2 shall retain the original executed copy of the Nondisclosure Agreement until sixty
3 (60) days after this litigation has become final, including any appellate review, and
4 monitoring of an injunction. Counsel for the Receiving Party shall maintain all
5 signed Nondisclosure Agreements and shall produce the original signature page upon
6 reasonable written notice from opposing counsel. If an issue arises regarding a
7 purported unauthorized disclosure of Confidential Information, upon noticed motion
8 of contempt filed by the Designating Party, counsel for the Receiving Party may be
9 required to file the signed Nondisclosure Agreements, as well as a list of the
10 disclosed materials, in camera with the Court having jurisdiction of the Stipulation.

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

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

- 16 (a) promptly notify in writing the Designating Party. Such notification shall
17 include a copy of the subpoena or court order;
18 (b) promptly notify in writing the party who caused the subpoena or order to
19 issue in the other litigation that some or all of the material covered by
20 the subpoena or order is subject to this Protective Order. Such
21 notification shall include a copy of this Stipulated Protective Order; and
22 (c) cooperate with respect to all reasonable procedures sought to be pursued
23 by the Designating Party whose Protected Material may be affected.

24 The Party served with the subpoena or court order shall not produce any
25 information designated in this action as “CONFIDENTIAL”, unless the Party has
26 obtained the Designating Party’s permission or an order from the court from which
27 the subpoena or order issued. Nothing in these provisions should be construed as
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1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
2 directive from another court.

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

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

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within 14
25 days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party’s confidential information
27 responsive to the discovery request. If the Non-Party timely seeks a
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1 protective order, the Receiving Party shall not produce any information
2 in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden
5 and expense of seeking protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

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

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL.**

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

27 **12. MISCELLANEOUS.**

1 12.1 Right to Further Relief: Nothing in this Order abridges the right of any
2 person to seek its modification by the Court in the future.

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

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

14 **13. FINAL DISPOSITION.**

15 After the final disposition of this Action, as defined in paragraph 4, within 30
16 days of a written request by the Designating Party, each Receiving Party must return
17 all Protected Material to the Producing Party. As used in this subdivision, “all
18 Protected Material” includes all copies, abstracts, compilations, summaries, and any
19 other format reproducing or capturing any of the Protected Material. The Receiving
20 Party must submit a written certification to the Producing Party (and, if not the same
21 person or entity, to the Designating Party) by the 30 day deadline that (1) identifies
22 (by category, where appropriate) all the Protected Material that was returned and (2)
23 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
24 summaries or any other format reproducing or capturing any of the Protected
25 Material.

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1 **14. VIOLATION.**

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

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: March 21, 2019 Respectfully submitted,

8 MICHAEL N. FEUER, City Attorney

9 THOMAS H. PETERS, Chief Assistant City Attorney

10 CORY M. BRENTÉ, Assistant City Attorney

11 By: /s/ Ty A. Ford

12 **TY A. FORD, Deputy City Attorney**

13 *Attorneys for Defendants* **CITY OF LOS ANGELES**
14 **and LOS ANGELES POLICE DEPARTMENT**

15
16 Dated: March 21, 2019

LAW OFFICES OF ASHTON R. WATKINS

17 By: /s/ Ashton R. Watkins

18 **ASHTON R. WATKINS**

19 *Attorney for Plaintiff* **SANDRA COLLINS**

20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 

24 DATED: March 21, 2019

25 HON. PAUL L. ABRAMS

26 **United States Magistrate Judge**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the Central
8 District of California on [date] in the case of *Sandra Collins v. Los Angeles Police*
9 *Department, et al.*, CASE NO. 2:18-cv-224 AB (PLAx). I agree to comply with and
10 to be bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of
18 this action. I hereby appoint _____ [print or type full
19 name] of _____ [print or type full address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____