

1 **STEVEN J. ROTHANS – State Bar No. 106579**  
**JUSTIN READE SARNO – State Bar No. 229803**  
2 **CARPENTER, ROTHANS & DUMONT**  
**500 South Grand Avenue, 19th Floor**  
3 **Los Angeles, CA 90071**  
**(213) 228-0400**  
4 **(213) 228-0401 [Fax]**  
**srothans@crdlaw.com | jrs@crdlaw.com**  
5 **www.crdlaw.com**

6 **MICHELE BEAL BAGNERIS, City Attorney**  
**State Bar No. 115423**  
7 **JAVAN N. RAD, Chief Assistant City Attorney**  
**State Bar No. 209722**  
8 **100 N. Garfield Avenue, Suite N210**  
**Pasadena, CA 91109**  
9 **(626) 744-4141**  
**(626) 744-4190**  
10 **mbagneris@cityofpasadena.net | jrad@cityofpasadena.net**

11 Attorneys for Defendants, City of Pasadena, a public entity (erroneously sued  
12 herein as “Pasadena Police Department”), City Manager Steve Mermell, Chief  
13 Phillip Sanchez, Sgt. Timothy Bundy, Officer Zachary Lujan, and Officer Lerry  
14 Esparza, public employees

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

16 CHRISTOPHER A. BALLEW, 17 18                   Plaintiff, 19 20                   vs. 21 22 CITY OF PASADENA, PASADENA 23 POLICE DEPARTMENT, MAYOR TERRY TORNEK, CITY MANAGER STEVE MERMELL, CHIEF OF POLICE PHILLIP A. SANCHEZ, PASADENA POLICE OFFICERS ZACHARY LUJAN and LERRY ESPARZA, and DOES 1-10, 24 25                   Defendants.	) Case No.: 2:18-cv-00712-FMO-ASx ) <b>STIPULATED PROTECTIVE</b> ) <b>ORDER</b>
---	---

26  
27 ///  
28 ///

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve confidential and privileged documents and  
17 materials pertaining to the Pasadena Police Department, Bakersfield Police  
18 Department, and Los Angeles County Sheriff's Department, as well as its peace  
19 officers, employees, including privileged information that exists in their  
20 employment records, personnel files, and databases. Furthermore, this action will  
21 likely involve other documents, materials, and data that could implicate third party  
22 privacy rights to the extent any such reports, documents, or data involve  
23 individuals who have no involvement in the underlying incident.

24 As such, the parties submit that GOOD CAUSE exists to enter the proposed  
25 protective order to balance the defendants' concerns that the documents consist of  
26 confidential, private, and privileged information concerning the parties to this  
27 litigation, as well as third parties who are not parties to this litigation.  
28 Furthermore, this proposed protective order was created for the purpose of

1 protecting certain information that may be subject to the official information  
2 privilege, law enforcement privilege and the right to privacy, as protected by the  
3 California and United States Constitution, balanced with plaintiffs' right to  
4 discovery in this litigation. The parties agree that all documents, tangible things,  
5 and videos marked confidential and produced pursuant to this protective order are  
6 subject to the terms of this protective unless otherwise ordered by the Court.

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

17  
18 2. DEFINITIONS

19 2.1 Action: This pending federal lawsuit, entitled *Christopher A. Ballew*  
20 *v. City of Pasadena*, bearing Central District of California Case No. 2:18-cv-  
21 00712-FMO-ASx.

22 2.2 Challenging Party: a Party or Non-Party that challenges the  
23 designation of information or items under this Order.

24 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for  
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
27 the Good Cause Statement.

28 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as

1 their support staff).

2       2.5 Designating Party: a Party or Non-Party that designates information  
3 or items that it produces in disclosures or in responses to discovery as  
4 “CONFIDENTIAL.”

5       2.6 Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced  
8 or generated in disclosures or responses to discovery in this matter.

9       2.7 Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve  
11 as an expert witness or as a consultant in this Action.

12       2.8 House Counsel: attorneys who are employees of a party to this  
13 Action. House Counsel does not include Outside Counsel of Record or any other  
14 outside counsel.

15       2.9 Non-Party: any natural person, partnership, corporation, association,  
16 or other legal entity not named as a Party to this action.

17       2.10 Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm which has appeared on behalf of that party, and includes support staff.

21       2.11 Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and their  
23 support staffs).

24       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26       2.13 Professional Vendors: persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2       2.14 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL.”

4       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6  
7 3.    SCOPE

8       The protections conferred by this Stipulation and Order cover not only  
9 Protected Material (as defined above), but also (1) any information copied or  
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
11 compilations of Protected Material; and (3) any testimony, conversations, videos,  
12 footage, or presentations by Parties or their Counsel that might reveal Protected  
13 Material. Any use of Protected Material at trial shall be governed by the orders of  
14 the trial judge. This Order does not govern the use of Protected Material at trial.

15  
16 4.    DURATION

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

27 ///

28 ///

1 5. DESIGNATING PROTECTED MATERIAL

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

3 Each Party or Non-Party that designates information or items for protection under  
4 this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. The Designating Party must designate  
6 for protection only those parts of material, documents, items, or oral or written  
7 communications that qualify so that other portions of the material, documents,  
8 items, or communications for which protection is not warranted are not swept  
9 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized  
10 designations are prohibited. Designations that are shown to be clearly unjustified  
11 or that have been made for an improper purpose (e.g., to unnecessarily encumber  
12 the case development process or to impose unnecessary expenses and burdens on  
13 other parties) may expose the Designating Party to sanctions. If it comes to a  
14 Designating Party's attention that information or items that it designated for  
15 protection do not qualify for protection, that Designating Party must promptly  
16 notify all other Parties that it is withdrawing the inapplicable designation.

17  
18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

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

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

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

15 (b) for testimony given in depositions that the Designating Party identify  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony. (c) for information produced in some form  
18 other than documentary and for any other tangible items, that the Producing Party  
19 affix in a prominent place on the exterior of the container or containers in which  
20 the information is stored the legend “CONFIDENTIAL.” If only a portion or  
21 portions of the information warrants protection, the Producing Party, to the extent  
22 practicable, shall identify the protected portion(s).

23 (c) The parties stipulate that, in affixing the legend “CONFIDENTIAL”  
24 to any page of protected material, it shall not be effectuated in any manner so as to  
25 unreasonably obscure any portion of text.

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such



1 material. Upon timely correction of a designation, the Receiving Party must make  
2 reasonable efforts to assure that the material is treated in accordance with the  
3 provisions of this Order.

4  
5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37.1 et seq.

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

19  
20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

28 Protected Material must be stored and maintained by a Receiving Party at a



1 location and in a secure manner that ensures that access is limited to the persons  
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated  
6 “CONFIDENTIAL” only to:

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

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

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

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

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

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
24 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
25 they will not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
27 agreed by the Designating Party or ordered by the court. Pages of transcribed  
28 deposition testimony or exhibits to depositions that reveal Protected Material may

1 be separately bound by the court reporter and may not be disclosed to anyone  
2 except as permitted under this Stipulated Protective Order; and

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

5  
6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

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

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

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

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

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

27 ///

28 ///

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

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

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

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

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

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

20 (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party’s confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject  
25 to the confidentiality agreement with the Non-Party before a determination by the  
26 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
28

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11  
12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

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

24  
25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
27 any person to seek its modification by the Court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to  
2 disclosing or producing any information or item on any ground not addressed in  
3 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
4 any ground to use in evidence of any of the material covered by this Protective  
5 Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
8 may only be filed under seal pursuant to a court order authorizing the sealing of the  
9 specific Protected Material at issue. If a Party's request to file Protected Material  
10 under seal is denied by the court, then the Receiving Party may file the information  
11 in the public record unless otherwise instructed by the court.

12  
13 13. FINAL DISPOSITION

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

1 work product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

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

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: July 16, 2018 LAW OFFICES OF JOHN BURTON

11 */s/ John Burton*

12 By: \_\_\_\_\_  
13 John Burton  
14 Attorneys for Plaintiff, Christopher Ballew

15 DATED: July 16, 2018 CARPENTER, ROTHANS & DUMONT, LLP

16 */s/ Justin Reade Sarno*

17 By: \_\_\_\_\_  
18 Justin Reade Sarno  
19 Attorneys for Defendants, City of Pasadena, a  
20 public entity (erroneously sued herein as  
21 “Pasadena Police Department”), City Manager  
22 Steve Mermell, Chief Phillip Sanchez, Sgt.  
23 Timothy Bundy, Officer Zachary Lujan, and  
24 Officer Lerry Esparza, public employees

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: July 17, 2018

27 */ s /*

28 \_\_\_\_\_  
Honorable Alka Sagar  
United States Magistrate Judge

\* \* \* \*

**End of proposed protective order**

1 DATED: July 16, 2018

LAW OFFICES OF JOHN BURTON

2 */s/ John Burton*

3 By:

4 \_\_\_\_\_  
5 John Burton  
6 Matt Sahak  
7 Attorneys for Plaintiff, Christopher Ballew

6 DATED: July 16, 2018

CARPENTER, ROTHANS & DUMONT, LLP

7 */s/ Justin Reade Sarno*

8 By:

9 \_\_\_\_\_  
10 Steven J. Rothans  
11 Justin Reade Sarno  
12 Attorneys for Defendants, City of Pasadena, a  
13 public entity (erroneously sued herein as  
14 "Pasadena Police Department"), City Manager  
15 Steve Mermell, Chief Phillip Sanchez, Sgt.  
16 Timothy Bundy, Officer Zachary Lujan, and  
17 Officer Lerry Esparza, public employees

16 Pursuant to Local Rule 5-4.3.4 (a)(2)(i), I, Justin Reade Sarno, do hereby  
17 attest that all of the signatories listed on this Stipulated Protective Order, and on  
18 whose behalf the filing is submitted, concur in the filing's content and authorize  
19 the filing of this Protective Order.

20 */s/ Justin Reade Sarno*

21 \_\_\_\_\_



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, \_\_\_\_\_ [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 *Christopher A. Ballew v. City of Pasadena, et al.*, bearing  
Central District of California Case No. Case No.: 2:18-cv-00712-FMO-ASx. 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: \_\_\_\_\_