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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

K.L., a minor by and through his guardian ad litem NIJAE MCGHEE, individually and as successor-in-interest to KENNETH LEWIS, JR.; KENNETH LEWIS SR., individually; and BELINDA MILLER, individually,

Plaintiff,

v.

COUNTY OF LOS ANGELES; and DOES 1-10, inclusive,

Defendants.

CASE NO. CV18-04910 CBM-SK

STIPULATED PROTECTIVE ORDER

Action Filed: June 01, 2018 Trial
Date: January 28, 2020

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

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

4 B. GOOD CAUSE STATEMENT

5 This action involves the County of Los Angeles, and any individual deputies
6 as may be named in the lawsuit (“Defendants”). Plaintiffs are seeking materials
7 and information that Defendant County of Los Angeles maintains as confidential,
8 such as personnel files of the police officers involved in this incident, Internal
9 Affairs materials and information, video recordings, audio recordings, and
10 information and other administrative materials and information currently in the
11 possession of the County and which Defendants believe need special protection
12 from public disclosure and from use for any purpose other than prosecuting this
13 litigation. Plaintiffs may also seek official information contained in the personnel
14 files of the police officers involved in the subject incident, which the County
15 maintains as strictly confidential and which Defendants believe need special
16 protection from public disclosure and from use for any purpose other than
17 prosecuting this litigation.

18 Defendants assert that the confidentiality of the materials and information
19 sought by Plaintiffs is recognized by California and federal law, as evidenced inter
20 alia by California *Penal Code* section 832.7; *Kerr v. United States Dist. Ct. for*
21 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff’d*, 426 U.S. 394 (1976). The
22 County has not publicly released the materials and information referenced above
23 except under protective order or pursuant to a court order, if at all. These
24 materials and information are of the type that can be used to initiate disciplinary
25 action against Los Angeles County Sheriff’s Department (“LASD”) deputies, and
26 can be used as evidence in disciplinary proceedings, where the officers’ conduct
27 may be considered to be contrary to LASD policy.

28

1 Defendants contend that absent a protective order delineating the
2 responsibilities of nondisclosure on the part of the parties hereto, there is a specific
3 risk of unnecessary and undue disclosure by one or more of the many attorneys,
4 secretaries, law clerks, paralegals and expert witnesses involved in this case, as
5 well as the corollary risk of embarrassment, harassment as well as professional,
6 physical and legal harm on the part of the LASD officers referenced in the
7 materials and information.

8 Defendants also contend that the unfettered disclosure of the materials and
9 information, absent a protective order, would allow the media to share this
10 information with potential jurors in the area, impacting the rights of the
11 Defendants herein to receive a fair trial.

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

22 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
23 SEAL

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

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

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

24 Any document that is not confidential, privileged, or otherwise protectable
25 in its entirety will not be filed under seal if the confidential portions can be
26 redacted. If documents can be redacted, then a redacted version for public
27 viewing, omitting only the confidential, privileged, or otherwise protectable
28 portions of the document, shall be filed. Any application that seeks to file

1 documents under seal in their entirety should include an explanation of why
2 redaction is not feasible.

3 2. DEFINITIONS

4 2.1 Action: this pending federal lawsuit.

5 2.2 Challenging Party: a Party or Non-Party that challenges the
6 designation of information or items under this Order.

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

14 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
15 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
16 Items, the disclosure of which to the individual Plaintiffs or any other Party or
17 Non-Party other than the Parties’ attorneys, would create a substantial risk of
18 serious harm that could not be avoided by less restrictive means.

19 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information
22 or items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
24 ONLY”.

25 2.7 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained
27 (including, among other things, testimony, transcripts, and tangible things), that
28 are produced or generated in disclosures or responses to discovery in this matter.

1 2.8 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 2.9 House Counsel: attorneys who are employees of a party to this
5 Action. House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.

7 2.10 Non-Party: any natural person, partnership, corporation, association
8 or other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action
11 and have appeared in this Action on behalf of that party or are affiliated with a law
12 firm that has appeared on behalf of that party and includes support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and
15 their support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits
20 or demonstrations, and organizing, storing, or retrieving data in any form or
21 medium) and their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
24 ATTORNEYS’ EYES ONLY”.

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 2.17 Plaintiffs’ Counsel: plaintiffs’ attorneys of record, and their essential
28 paralegals, law clerks, and administrative assistants

1 3. SCOPE

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

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

9 4. DURATION

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

20 As for information designed as HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY, even after final disposition of this litigation, the
22 confidentiality obligations imposed by this Order shall remain in effect until a
23 Designating Party agrees otherwise in writing or a court order otherwise directs.
24 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
25 defenses in this Action, with or without prejudice; and (2) final judgment herein
26 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
27 reviews of this Action, including the time limits for filing any motions or
28 applications for extension of time pursuant to applicable law.

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.

10 Mass, indiscriminate or routinized designations are prohibited.

11 Designations that are shown to be clearly unjustified or that have been made for an
12 improper purpose (e.g., to unnecessarily encumber the case development process
13 or to impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

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

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

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains
2 protected material. If only a portion of the material on a page qualifies for
3 protection, the Producing Party also must clearly identify the protected portion(s)
4 (e.g., by making appropriate markings in the margins).

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

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

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the
24 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY”. If only a portion or portions of the information warrants
26 protection, the Producing Party, to the extent practicable, shall identify the
27 protected portion(s).

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1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party’s right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1 et seq.

13 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
14 joint stipulation pursuant to Local Rule 37-2.

15 6.4 The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party’s designation until the Court rules on the
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that
25 is disclosed or produced by another Party or by a Non-Party in connection with
26 this Action only for prosecuting, defending or attempting to settle this Action.
27 Such Protected Material may be disclosed only to the categories of persons and
28 under the conditions described in this Order. When the Action has been

1 terminated, a Receiving Party must comply with the provisions of section 13
2 below (FINAL DISPOSITION). Protected Material must be stored and maintained
3 by a Receiving Party at a location and in a secure manner that ensures that access
4 is limited to the persons authorized under this Order.

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

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

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

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

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

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

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing
26 party requests that the witness sign the form attached as Exhibit 1 hereto; and
27 (2) they will not be permitted to keep any confidential information unless they
28 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

1 otherwise agreed by the Designating Party or ordered by the court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal Protected
3 Material may be separately bound by the court reporter and may not be disclosed
4 to anyone except as permitted under this Stipulated Protective Order; and

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

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” Information or Items. The Parties’ attorneys will maintain and keep safe
9 and secure any items and any information contained in such items marked
10 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. The parties’
11 attorneys will not disclose or allow any individual Plaintiffs, any other Party or
12 Non-Party access to any items and any information contained in such items
13 marked HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated “HIGHLY
16 CONFIDENTIAL” only to:

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

20 (b) the court and its personnel;

21 (c) private court reporters and their staff to whom disclosure is reasonably
22 necessary for this Action and who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

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

27 (e) the author or recipient of a document containing the information or a
28 custodian or other person who otherwise possessed or knew the information; and

1 (f) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” that Party must:

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

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

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected. If the
17 Designating Party timely seeks a protective order, the Party served with the
18 subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” before a determination by the court from which the subpoena or
21 order issued, unless the Party has obtained the Designating Party’s permission.
22 The Designating Party shall bear the burden and expense of seeking protection in
23 that court of its confidential material and nothing in these provisions should be
24 construed as authorizing or encouraging a Receiving Party in this Action to
25 disobey a lawful directive from another court.

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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” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced
6 by Non-Parties in connection with this litigation is protected by the remedies and
7 relief provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

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
8 terms 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 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

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

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of
25 any person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order, no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in

1 this Stipulated Protective Order. Similarly, no Party waives any right to object on
2 any ground to use in evidence of any of the material covered by this Protective
3 Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Local Civil Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of
7 the specific Protected Material at issue. If a Party's request to file Protected
8 Material under seal is denied by the court, then the Receiving Party may file the
9 information in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

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

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

3 14. VIOLATION

4 Any violation of this Order may be punished by appropriate measures
5 including, without limitation, contempt proceedings and/or monetary sanctions.
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7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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9 DATED: November 05, 2018

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12 _____

13 HON. STEVE KIM
14 Magistrate District Court 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 *K.L., et al. v. County of Los Angeles, et al.*, Case Number
CV18-04910 CBM-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 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: _____