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

VICTOR WHITE,  
Plaintiff,  
v.  
COUNTY OF LOS ANGELES;  
DEPUTY VANESSA DINGILLO  
(#629566); DEPUTY REZA (#519941);  
SERGEANT DARLAND (#473576);  
and DOES 1 through 10 inclusive,  
Defendants.

CASE NO. 2:20-cv-04071-PA (KSx)  
**[PROPOSED] STIPULATION FOR  
PROTECTIVE ORDER RE:  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION**  
[Assigned to Hon. Stanley Blumenfeld,  
Jr. Courtroom "6C"]

Subject to the approval of this Court, plaintiff VICTOR WHITE and defendants COUNTY OF LOS ANGELES, DEPUTY VANESSA DINGILLO, DEPUTY REZA, SERGEANT DARLAND (collectively the "Parties") hereby stipulate for entry of the following Stipulated Protective Order governing the production of certain documents and information which defendants contend involve privileged and confidential information concerning County of Los Angeles ("COLA") hereafter and its employees.

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1 **ORDER ON STIPULATION**

2 The Court, finding good cause, Orders as follows:

3 **1. A. PURPOSES AND LIMITATIONS**

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

17 **B. GOOD CAUSE STATEMENT**

18 This action involves the County of Los Angeles and members of the County  
19 of Los Angeles Sheriff’s Department. Plaintiff is seeking materials and information  
20 that Defendants County of Los Angeles et al. (“County”) maintains as confidential,  
21 such as information and other administrative materials and information currently in  
22 the possession of the County and which the County believes need special protection  
23 from public disclosure and from use for any purpose other than prosecuting this  
24 litigation.

25 The County asserts that the confidentiality of the materials and information  
26 sought by Plaintiff is recognized by California and federal law, as evidenced inter  
27 alia by California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for*  
28 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff’d*, 426 U.S. 394 (1976). The

1 County has not publicly released the materials and information referenced above  
2 except under protective order or pursuant to a court order, if at all. These materials  
3 and information are of the type that has been used to initiate disciplinary action  
4 against Los Angeles County Sheriff's Department deputies, and has been used as  
5 evidence in disciplinary proceedings, where the deputies' conduct was considered to  
6 be contrary to the Sheriff Department's policy.

7       The County contends that absent a protective order delineating the  
8 responsibilities of nondisclosure on the part of the parties hereto, there is a specific  
9 risk of unnecessary and undue disclosure by one or more of the many attorneys,  
10 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well  
11 as the corollary risk of embarrassment, harassment and professional and legal harm  
12 on the part of Los Angeles County Sheriff's Department deputies referenced in the  
13 materials and information.

14       The County also contends that the unfettered disclosure of the materials and  
15 information, absent a protective order, would allow the media to share this  
16 information with potential jurors in the area, impacting the rights of the County  
17 herein to receive a fair trial.

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

28 / / /

1           C.    **ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
2                   **SEAL**

3           The parties agree that any pleadings, motions, briefs, declarations,  
4 stipulations, exhibits or other written submissions to the Court in this litigation  
5 which contain or incorporate Confidential Material shall be lodged with an  
6 application to file the papers or the portion thereof containing the Confidential  
7 Material, under seal.

8           The parties further acknowledge, as set forth in Section 12.3, below, that this  
9 Stipulated Protective Order does not automatically entitle them to file confidential  
10 information under seal and that Local Civil Rule 79-5 sets forth the procedures that  
11 must be followed and the standards that will be applied when a party seeks  
12 permission from the Court to file material under seal.

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

26           Further, if a party requests sealing related to a dispositive motion or trial, then  
27 compelling reasons, not only good cause, for the sealing must be shown, and the  
28 relief sought shall be narrowly tailored to serve the specific interest to be protected.

1 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
2 each item or type of information, document, or thing sought to be filed or introduced  
3 under seal in connection with a dispositive motion or trial, the party seeking  
4 protection must articulate compelling reasons, supported by specific facts and legal  
5 justification, for the requested sealing order. Again, competent evidence supporting  
6 the application to file documents under seal must be provided by declaration.

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

13 **2. DEFINITIONS**

14 2.1 Action: *Victor White v. County of Los Angeles, et al.*, Case No. 2:20-  
15 CV-04071-PA (KSx)

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under *Federal Rule of Civil Procedure*, Rule 26(c), and as specified  
21 above in the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

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

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

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

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

9 2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

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

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28 ///

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

9 **4. DURATION**

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

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection  
23 under this Order must take care to limit any such designation to specific material  
24 that qualifies under the appropriate standards. The Designating Party must designate  
25 for protection only those parts of material, documents, items, or oral or written  
26 communications that qualify so that other portions of the material, documents,  
27 items, or communications for which protection is not warranted are not swept  
28 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized

1 designations are prohibited. Designations that are shown to be clearly unjustified or  
2 that have been made for an improper purpose (e.g., to unnecessarily encumber the  
3 case development process or to impose unnecessary expenses and burdens on other  
4 parties) may expose the Designating Party to sanctions. If it comes to a Designating  
5 Party's attention that information or items that it designated for protection do not  
6 qualify for protection, that Designating Party must promptly notify all other Parties  
7 that it is withdrawing the inapplicable designation.

8       5.2   Manner and Timing of Designations.

9       Except as otherwise provided in this Order (see, e.g., second paragraph of  
10 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
11 Material that qualifies for protection under this Order must be clearly so designated  
12 before the material is disclosed or produced.

13       Designation in conformity with this Order requires:

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

21       A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and  
24 before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine which  
27 documents, or portions thereof, qualify for protection under this Order. Then, before  
28 producing the specified documents, the Producing Party must affix the

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

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

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

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
27 the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party’s designation until the Court rules on the  
5 challenge.

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

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

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

17       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to: (a) the Receiving Party’s Outside Counsel of Record in  
21 this Action, as well as employees of said Outside Counsel of Record to whom it is  
22 reasonably necessary to disclose the information for this Action;

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

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

28       (d) the court and its personnel;

1 (e) court reporters and their staff;

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

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

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

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

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

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

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

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

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

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

28 (3) make the information requested available for inspection by the Non-Party,

1 if requested.

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

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

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

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
20 **PROTECTED MATERIAL**

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

1 parties may incorporate their agreement in the stipulated protective order submitted  
2 to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

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

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

17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must return  
20 all Protected Material to the Producing Party or destroy such material. As used in  
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving  
24 Party must submit a written certification to the Producing Party (and, if not the same  
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
26 (by category, where appropriate) all the Protected Material that was returned or  
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if such  
5 materials contain Protected Material. Any such archival copies that contain or  
6 constitute Protected Material remain subject to this Protective Order as set forth in  
7 Section 4 (DURATION).

8 **14. VIOLATION**

9 Any violation of this Order may be punished by any and all appropriate  
10 measures including, without limitation, contempt proceedings and/or monetary  
11 sanctions.

12

13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14

15 DATED: January 8, 2021

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KAREN L. STEVENSON  
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 *Victor White v. County of Los Angeles, et al.*, Case No. 2:20-  
CV-04071-PA (KSx). 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: \_\_\_\_\_

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