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

SILVIA GALVAN, an individual
and as a Personal Representative of
Frank Patrick Mariscal, and FRANK
MARISCAL, an individual,

Plaintiff(s),

v.

CITY OF LOS ANGELES; LOS
ANGELES POLICE
DEPARTMENT; MICHEL
MOORE, CHIEF OF LOS
ANGELES POLICE
DEPARTMENT, and DOES 1
through 100, inclusive,

Defendant(s).

Case No. 2:20-cv-06550 DSF (MAAx)
[Assigned to Hon. Judge Dale S. Fischer, Ctrm. 7D]
[Assigned to Mag. Maria A. Audero, Ctrm. 690]

**STIPULATED PROTECTIVE
ORDER**

1. 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

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Stipulated Protective Order does not confer blanket protections on all disclosures or
3 responses to discovery and that the protection it affords from public disclosure and
4 use extends only to the limited information or items that are entitled to confidential
5 treatment under the applicable legal principles. The parties further acknowledge, as
6 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
7 them to file confidential information under seal; Local Rule 79-5 sets forth the
8 procedures that must be followed and the standards that will be applied when a
9 party seeks permission from the Court to file material under seal. Discovery in this
10 action is likely to involve production of confidential, proprietary, or private
11 information for which special protection from public disclosure and from use for
12 any purpose other than prosecuting this litigation may be warranted.

13
14 **2. GOOD CAUSE STATEMENT**

15 This action is likely to involve confidential information contained in police
16 reports and audio/video recordings, and photographs. Such confidential and
17 proprietary materials and information consist of, among other things: police
18 investigative reports, body-worn video, digital in-car video, audio recordings,
19 photographs of police officers, and city attorney work product protected under the
20 Official Information Privilege, California Evidence Code sections 1040 (Official
21 Government Information); Deliberative Process information protected under *ACLU*
22 *v. Superior Court*, 202 Cal.App.4th 55, 75 (2011) (quoting *Regents of University of*
23 *California v. Superior Court*, 20 Cal.4th 509, 540 (1999)); Work Product
24 information protected under California Penal Code Sections 1054.6; State Summary
25 Criminal History Information protected under California Penal Code Sections
26 11105, 11120 et. seq., 11142, 1143, 13302, 13304 and 1203.05 [State Summary
27 Criminal History Information statements ("rap sheets") received by the District **or**
28 **City** Attorney from the California State Department of Justice are objected to as

1 constituting a request for the production of Official Information, and as imposing
2 undue burden, annoyance, oppression and expense, by way of potential
3 misdemeanor liability on the District or City Attorney's Office]; and Confidential
4 Witness Information protected under California Penal Code section 841.5 which
5 prevents disclosure of the addresses and telephone numbers of witnesses to an
6 alleged criminal offense to the person who may be a defendant in any prosecution
7 for that offense; all of the foregoing types of information otherwise generally
8 unavailable to the public, or which may be privileged or otherwise protected from
9 disclosure under state or federal statutes, court rules, case decisions, or common
10 law. Accordingly, to expedite the flow of information, to facilitate the prompt
11 resolution of disputes over confidentiality of discovery materials, to adequately
12 protect information the parties are entitled to keep confidential, to ensure that the
13 parties are permitted reasonable necessary uses of such material in preparation for
14 and in the conduct of trial, to address their handling at the end of the litigation, and
15 serve the ends of justice, a protective order for such information is justified in this
16 matter. It is the intent of the parties that information will not be designated as
17 confidential for tactical reasons and that nothing be so designated without a good
18 faith belief that it has been maintained in a confidential, non-public manner, and
19 there is good cause why it should not be part of the public record of this case.
20

21 **3. DEFINITIONS**

22 3.1. Action: This pending lawsuit: *Silvia Galvan, et al. v. City of Los*
23 *Angeles, et al.*, Case No. 2:20-cv-06550 DSF (MAAx).

24 3.2. Challenging Party: A Party or Nonparty that challenges the
25 designation of information or items under this Stipulated Protective
26 Order.

27 3.3. "CONFIDENTIAL" Information or Items: Information (regardless of
28 how it is generated, stored or maintained) or tangible things that

1 qualify for protection under Federal Rule of Civil Procedure 26(c), and
2 as specified above in the Good Cause Statement. (**Defendants**
3 **request that the following language be added:** This also includes (1)
4 any information copied or extracted from the Confidential information;
5 (2) all copies, excerpts, summaries or compilations of Confidential
6 information; and (3) any testimony, conversations, or presentations
7 that might reveal Confidential information.)

8 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
9 as their support staff).

10 3.5. Designating Party: A Party or Nonparty that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 3.6. Disclosure or Discovery Material: All items or information, regardless
14 of the medium or manner in which it is generated, stored, or
15 maintained (including, among other things, testimony, transcripts, and
16 tangible things), that is produced or generated in disclosures or
17 responses to discovery in this matter.

18 3.7. Expert: A person with specialized knowledge or experience in a
19 matter pertinent to the litigation who has been retained by a Party or its
20 counsel to serve as an expert witness or as a consultant in this Action.

21 3.8. In-House Counsel: Attorneys who are employees of a party to this
22 Action. In-House Counsel does not include Outside Counsel of
23 Record or any other outside counsel.

24 3.9. Nonparty: Any natural person, partnership, corporation, association,
25 or other legal entity not named as a Party to this action.

26 3.10. Outside Counsel of Record: Attorneys who are not employees of a
27 party to this Action but are retained to represent or advise a party to
28 this Action and have appeared in this Action on behalf of that party or

1 are affiliated with a law firm which has appeared on behalf of that
2 party, and includes support staff.

3 3.11. Party: Any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, In-House Counsel, and
5 Outside Counsel of Record (and their support staffs).

6 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
7 Discovery Material in this Action.

8 3.13. Professional Vendors: Persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating,
10 preparing exhibits or demonstrations, and organizing, storing, or
11 retrieving data in any form or medium) and their employees and
12 subcontractors.

13 3.14. Protected Material: Any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 3.15. Receiving Party: A Party that receives Disclosure or Discovery
16 Material from a Producing Party.

17
18 **4. SCOPE**

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

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

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1 **5. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Stipulated Protective Order shall remain in effect until a
4 Designating Party agrees otherwise in writing or a court order otherwise directs.
5 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; and (2) final judgment herein
7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
8 reviews of this Action, including the time limits for filing any motions or
9 applications for extension of time pursuant to applicable law.

10 FINAL DISPOSITION of the action is defined as the conclusion of any
11 appellate proceedings, or, if no appeal is taken, when the time for filing of an
12 appeal has run. Except as set forth below, the terms of this protective order apply
13 through FINAL DISPOSITION of the action. The parties may stipulate that the
14 they will be contractually bound by the terms of this agreement beyond FINAL
15 DISPOSITION, but will have to file a separate action for enforcement of the
16 agreement once all proceedings in this case are complete.

17 Once a case proceeds to trial, information that was designated as
18 CONFIDENTIAL or maintained pursuant to this protective order used or
19 introduced as an exhibit at trial becomes public and will be presumptively available
20 to all members of the public, including the press, unless compelling reasons
21 supported by specific factual findings to proceed otherwise are made to the trial
22 judge in advance of the trial. *See Kamakana v. City and County of Honolulu, 447*
23 *F.3d 1172, 1180-81 (9th Cir. 2006)* (distinguishing “good cause” showing for
24 sealing documents produced in discovery from “compelling reasons” standard when
25 merits-related documents are part of court record). Accordingly, for such materials,
26 the terms of this protective order do not extend beyond the commencement of the
27 trial as to the Confidential information used or introduced as an exhibit at trial.
28

1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

18 6.2. Manner and Timing of Designations.

19 Except as otherwise provided in this Stipulated Protective Order
20 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
21 Disclosure or Discovery Material that qualifies for protection under
22 this Stipulated Protective Order must be clearly so designated before
23 the material is disclosed or produced.

24 Designation in conformity with this Stipulated Protective Order
25 requires the following:

- 26 (a) For information in documentary form (*e.g.*, paper or electronic
27 documents, but excluding transcripts of depositions or other
28 pretrial or trial proceedings), that the Producing Party affix at a

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

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

- (b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition, all protected testimony.
- (c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.”

1 If only a portion or portions of the information warrants
2 protection, the Producing Party, to the extent practicable, shall
3 identify the protected portion(s).

4 6.3. Inadvertent Failure to Designate.

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

12
13 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 7.1. Timing of Challenges.

15 Any Party or Nonparty may challenge a designation of
16 confidentiality at any time that is consistent with the Court's
17 Scheduling Order.

18 7.2. Meet and Confer.

19 The Challenging Party shall initiate the dispute resolution
20 process, which shall comply with Local Rule 37.1 et seq., and with
21 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic
22 Conference for Discovery Disputes").¹

23 7.3. Burden of Persuasion.

24 The burden of persuasion in any such challenge proceeding shall
25 be on the Designating Party. Frivolous challenges, and those made for
26

27 _____
28 ¹ Judge Audero's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

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

8
9 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

10 8.1. Basic Principles.

11 A Receiving Party may use Protected Material that is disclosed
12 or produced by another Party or by a Nonparty in connection with this
13 Action only for prosecuting, defending, or attempting to settle this
14 Action. Such Protected Material may be disclosed only to the
15 categories of persons and under the conditions described in this
16 Stipulated Protective Order. When the Action reaches a final
17 disposition, a Receiving Party must comply with the provisions of
18 Section 14 below.

19 Protected Material must be stored and maintained by a
20 Receiving Party at a location and in a secure manner that ensures that
21 access is limited to the persons authorized under this Stipulated
22 Protective Order.

23 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

24 Unless otherwise ordered by the Court or permitted in writing
25 by the Designating Party, a Receiving Party may disclose any
26 information or item designated “CONFIDENTIAL” only to:

- 27 (a) The Receiving Party’s Outside Counsel of Record, as well as
28 employees of said Outside Counsel of Record to whom it is

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- reasonably necessary to disclose the information for this Action;
- (b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) The Court and its personnel;
- (e) Court reporters and their staff;
- (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

4 **(Defendants request that the following category of persons be added to**
5 **this section:**

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

15
16 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION**

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

- 21 (a) Promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order;
- 23 (b) Promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered
25 by the subpoena or order is subject to this Stipulated Protective Order.
26 Such notification shall include a copy of this Stipulated Protective
27 Order; and

28 ///

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

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

12
13 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 10.1. Application.

16 The terms of this Stipulated Protective Order are applicable to
17 information produced by a Nonparty in this Action and designated as
18 “CONFIDENTIAL.” Such information produced by Nonparties in
19 connection with this litigation is protected by the remedies and relief
20 provided by this Stipulated Protective Order. Nothing in these
21 provisions should be construed as prohibiting a Nonparty from seeking
22 additional protections.

23 10.2. Notification.

24 In the event that a Party is required, by a valid discovery
25 request, to produce a Nonparty’s confidential information in its
26 possession, and the Party is subject to an agreement with the Nonparty
27 not to produce the Nonparty’s confidential information, then the Party
28 shall:

- 1 (a) Promptly notify in writing the Requesting Party and the
2 Nonparty that some or all of the information requested is subject
3 to a confidentiality agreement with a Nonparty;
4 (b) Promptly provide the Nonparty with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery
6 request(s), and a reasonably specific description of the
7 information requested; and
8 (c) Make the information requested available for inspection by the
9 Nonparty, if requested.

10 10.3. Conditions of Production.

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

21
22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
26 writing the Designating Party of the unauthorized disclosures, (2) use its best
27 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the
28 person or persons to whom unauthorized disclosures were made of all the terms of

1 this Stipulated Protective Order, and (4) request such person or persons to execute
2 the “Acknowledgment and Agreement to be Bound” (Exhibit A).

3
4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other
8 protection, the obligations of the Receiving Parties are those set forth in Federal
9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
10 whatever procedure may be established in an e-discovery order that provides for
11 production without prior privilege review. Pursuant to Federal Rule of Evidence
12 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
13 of a communication or information covered by the attorney-client privilege or work
14 product protection, the parties may incorporate their agreement in the Stipulated
15 Protective Order submitted to the Court.

16
17 **13. MISCELLANEOUS**

18 13.1. Right to Further Relief.

19 Nothing in this Stipulated Protective Order abridges the right of
20 any person to seek its modification by the Court in the future.

21 13.2. Right to Assert Other Objections.

22 By stipulating to the entry of this Stipulated Protective Order, no
23 Party waives any right it otherwise would have to object to disclosing
24 or producing any information or item on any ground not addressed in
25 this Stipulated Protective Order. Similarly, no Party waives any right
26 to object on any ground to use in evidence of any of the material
27 covered by this Stipulated Protective Order.
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1 13.3. Filing Protected Material.

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

9
10 **14. FINAL DISPOSITION**

11 After the final disposition of this Action, **as defined in Section 5**, within sixty
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 the
16 Protected Material. Whether the Protected Material is returned or destroyed, the
17 Receiving Party must submit a written certification to the Producing Party (and, if
18 not the same person or entity, to the Designating Party) by the 60-day deadline that
19 (1) identifies (by category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any
21 copies, abstracts, compilations, summaries or any other format reproducing or
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
23 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition,
24 and hearing transcripts; legal memoranda; correspondence; deposition and trial
25 exhibits; expert reports; attorney work product; and consultant and expert work
26 product, even if such materials contain Protected Material. Any such archival
27 copies that contain or constitute Protected Material remain subject to this Stipulated
28 Protective Order as set forth in Section 5.

1 **15. VIOLATION**

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

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 Dated: February 16, 2021 **ORLAND LAW GROUP**

8
9 By: /s/ Samuel A. Mann

10 **SAMUEL A. MANN, Esq.**

11 *Attorneys for Plaintiffs, SILVIA GALVAN, an*
12 **individual and as a Personal Representative of Frank**
13 **Patrick Mariscal, and FRANK MARISCAL, an**
14 **individual**

15 Dated: February 16, 2021 **MICHAEL N. FEUER, City Attorney**
16 **KATHLEEN A. KENEALY, Chief Deputy City Atty.**
17 **SCOTT MARCUS, Senior Assistant City Attorney**
18 **CORY M. BRENTÉ, Senior Assistant City Attorney**
19 **TY A. FORD, Deputy City Attorney**

20 By: /s/ Ty A. Ford

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

22 *Attorneys for Defendants, CITY OF LOS ANGELES,*
23 **LOS ANGELES POLICE DEPARTMENT and**
24 **CHIEF MICHEL MOORE**

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

26 Dated: 02/18/21

27 

28 **Maria A. Audero**

United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 _____ [address], declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on _____
7 [date] in the case of *Silvia Galvan, et al, v. City of Los Angeles, et al.*, Case No.
8 2:20-cv-06550 DSF (MAAx). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order, and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Stipulated Protective
14 Order.

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

22
23 Signature: _____
24 Printed Name: _____
25 Date: _____
26 City and State Where Sworn and Signed: _____
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28