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

JOANNE TOUSSAINT and RICHARD
ANDERSON, as successors in interest
to SAWANDI TOUSSAINT-
ANDERSON, deceased,

Plaintiffs,

vs.

CITY OF EL MONTE, OFFICER
DANNY JAUREGUI, OFFICER
JACOB BURSE, OFFICER LUIS
MIJANGOS, OFFICER ISAAC
RODRIGUEZ, and DOES 5 through 10,
inclusive,

Defendants.

Case No. 2:20-cv-06669-AB-KK

**STIPULATED PROTECTIVE
ORDER**

[NOTE CHANGES BY COURT]

TO THE HONORABLE COURT:

Pursuant to Federal Rules of Civil Procedure, Rule 26(c), Defendants CITY OF
EL MONTE, OFFICER DANNY JAUREGUI, OFFICER JACOB BURSE,
OFFICER LUIS MIJANGOS and OFFICER ISAAC RODRIGUEZ and Plaintiffs

1 JOANNE TOUSSAINT and RICHARD ANDERSON, by and through their attorneys
2 of record, hereby stipulate to the Protective Order set forth herein regarding the
3 production of documents, records, and tangible things during the discovery phase of
4 this action. The City of El Monte, Officer Danny Jauregui, Officer Jacob Burse,
5 Officer Luis Mijangso and Officer Isaac Rodriguez and Plaintiffs are sometimes
6 hereinafter referred to individually as a “Party” and collectively as the “Parties.

7 **1. A. PURPOSES AND LIMITATIONS**

8 Discovery in this action is likely to involve production of confidential,
9 proprietary, or private information for which special protection from public disclosure
10 and from use for any purpose other than prosecuting this litigation may be warranted.
11 Accordingly, the parties hereby stipulate to and petition the Court to enter the
12 following Stipulated Protective Order. ~~This Order is intended to protect all documents~~
13 ~~produced by Defendants City of El Monte, Officer Danny Jauregui, Officer Jacob~~
14 ~~Burse, Officer Luis Mijangso and Officer Isaac Rodriguez as part of Defendants’~~
15 ~~responses and/or supplemental responses to Plaintiffs’ Requests for Production of~~
16 ~~Documents, documents produced pursuant to subpoena by the Los Angeles County~~
17 ~~Sheriff’s Department, as well as any documents which are ordered to be produced by~~
18 ~~the Court resulting from any discovery disputes that arise in this matter.~~ The parties
19 acknowledge that this Order does not confer blanket protections on all disclosures or
20 responses to discovery and that the protection it affords from public disclosure and
21 use extends only to the limited information or items that are entitled to confidential
22 treatment under the applicable legal principles. The parties further acknowledge, as
23 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
24 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
25 procedures that must be followed and the standards that will be applied when a party
26 seeks permission from the court to file material under seal.

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B. GOOD CAUSE STATEMENT

Though Plaintiffs may be entitled, in certain limited circumstances, to examine information in police officers’ personnel files, internal affairs files and force reports, to the extent that they are relevant to their claims in the above-captioned action, the Defendants contend that a protective order is necessary to prevent random distribution of such information. Furthermore, this proposed protective order was created for the purpose of protecting certain information that may be subject to the official information privilege, law enforcement privilege and the right to privacy, as protected by the California and United States Constitution, balanced with plaintiffs’ right to discovery in this litigation.

Police personnel records are deemed confidential under federal law. Sanchez v. Santa Ana Police Dep’t., 936 F.2d 1027, 1033-34 (9th Cir. 1990). Law enforcement personnel records also involve confidential information that is protected by the Police Officers Bill of Rights, as codified at section 3300, *et seq.*, of the California Government Code. The public disclosure of law enforcement personnel records and records which include witness name, etc., is further limited by a number of California statutes, including but not limited to California Government Code section 6254 and California Penal Code section 832.7, *et seq.*

The City and individual peace officer Defendants herein contend that they have an interest in protecting their privacy rights relating to information in their personnel files and other related information.

It is the policy of the City of El Monte/El Monte Police Department not to disclose information contained in background investigations about its employees, or other information contained in confidential police personnel files unless ordered to do so by a court of competent jurisdiction. Further, it is the policy of the City of El Monte/El Monte Police Department not to disclose information contained in police reports to those other than the parties involved in the incident, their representatives, prosecutors, etc. unless ordered to do so by a court of competent jurisdiction.

1 Within the City of El Monte/El Monte Police Department, access to personnel
2 files is restricted to those on a “need to know” basis. Controlled access to the files is
3 regarded by the City/Department as essential in order to assure the integrity and
4 security of such files. The City/Department contends that uncontrolled disclosure of
5 such information can disrupt the City’s/Department’s vital, day-to-day operations,
6 erode the integrity and security of the confidential personnel and related files, affect
7 the morale of City’s/Department’s personnel, and frustrate the legitimate purposes of
8 gathering the information in these files, including adversely impacting disciplinary
9 procedures within the City/Department.

10 With respect to police reports, unfettered access is not granted to the public.
11 Instead, access is restricted to those investigating the incident, involved in the incident
12 or their representatives, those who are prosecuting and/or defending those involved,
13 and those who maintain the records. The City/Department contends that controlled
14 access is necessary to not only assure the integrity and security of said files, but also
15 to ensure the privacy rights of those involved especially third party witnesses and
16 minors are protected. Permitting uncontrolled disclosure can disrupt the
17 City’s/Department’s day-to-day operations, including but not limited to adversely
18 impacting the City’s/Department’s ability to thoroughly investigate incidents.

19 Further, the City/Department contends that information contained in the
20 requested material case files is gathered and maintained in confidence by the
21 City/Department. The information gathered in these case files generally includes the
22 statements of third party witnesses collected in confidence. Witnesses are told that
23 the confidentiality of their statement will be protected and that they are for the
24 confidential use of the City/Department. The City/Department believes that
25 uncontrolled release of this information would cause needless intrusion into and
26 violation of privacy rights.

27 Accordingly, to expedite the flow of information, to facilitate the prompt
28 resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the
2 parties are permitted reasonable necessary uses of such material in preparation for and
3 in the conduct of trial, to address their handling at the end of the litigation, and serve
4 the ends of justice, a protective order for such information is justified in this matter.
5 It is the intent of the parties that information will not be designated as confidential for
6 tactical reasons and that nothing be so designated without a good faith belief that it
7 has been maintained in a confidential, non-public manner, and there is good cause
8 why it should not be part of the public record of this case.

9

10 2. DEFINITIONS

11 2.1 Action: Joanne Toussaint, et al. v. City of El Monte, et al. (U.S.D.C. Case
12 No. 2:20-cv-06669-AB-KK).

13 2.2 Challenging Party: a Party that challenges the designation of information
14 or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement, ~~including documents produced by Defendants’ responses and/or~~
19 ~~supplemental responses to Plaintiffs’ Requests for Production of Documents,~~
20 ~~documents produced pursuant to subpoena by the Los Angeles County Sheriff’s~~
21 ~~Department, as well as any documents which are ordered to be produced by the Court~~
22 ~~resulting from any discovery disputes that arise in this matter.~~

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

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

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1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

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

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

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
14 this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party, and includes support staff.

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

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

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

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

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

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 extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties
6 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

10 **4. DURATION**

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

19

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
22 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 that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents, items,
27 or communications for which protection is not warranted are not swept unjustifiably
28 within the ambit of this Order. ~~Here, the designated material includes documents~~

1 ~~produced by Defendants' responses and/or supplemental responses to Plaintiffs'~~
2 ~~Requests for Production of Documents, documents produced pursuant to subpoena by~~
3 ~~the Los Angeles County Sheriff's Department, as well as any documents which are~~
4 ~~ordered to be produced by the Court resulting from any discovery disputes that arise~~
5 ~~in this matter.~~

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

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
16 or ordered, Disclosure or Discovery Material that qualifies for protection under this
17 Order must be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

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

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and before

1 the designation, all of the material made available for inspection shall be deemed
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or
4 portions thereof, qualify for protection under this Order. Then, before producing the
5 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
6 to each page that contains Protected Material. If only a portion or portions of the
7 material on a page qualifies for protection, the Producing Party also must clearly
8 identify the protected portion(s) (e.g., by making appropriate markings in the
9 margins).

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

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

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

25
26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
28 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37.1 et seq.

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

10
11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

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

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

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

22
23 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

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

28 ///

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

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

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

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

17
18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

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

17

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

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

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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

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

13
14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. All Parties and their Counsel agree that if a
23 Party intends to file Protected Material with the Court, for any reason, that party and
24 Counsel shall request permission from the Court to file the Protected Material under
25 seal. A Party that seeks to file under seal any Protected Material must comply with
26 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
27 court order authorizing the sealing of the specific Protected Material at issue. If a
28 Party's request to file Protected Material under seal is denied by the court, then the

1 Receiving Party may file the information in the public record unless otherwise
2 instructed by the court.

3

4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, within 60
6 days of a written request by the Designating Party, each Receiving Party (which also
7 includes those defined as a Party in Section 2.11) must return all Protected Material
8 to the Producing Party or destroy such material. As used in this subdivision, “all
9 Protected Material” includes all copies, abstracts, compilations, summaries, and any
10 other format reproducing or capturing any of the Protected Material. Whether the
11 Protected Material is returned or destroyed, the Receiving Party must submit a written
12 certification to the Producing Party (and, if not the same person or entity, to the
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where
14 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
15 that the Receiving Party has not retained any copies, abstracts, compilations,
16 summaries or any other format reproducing or capturing any of the Protected Material.
17 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work product,
20 and consultant and expert work product, even if such materials contain Protected
21 Material. Any such archival copies that contain or constitute Protected Material
22 remain subject to this Protective Order as set forth in Section 4 (DURATION).

23 14. Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: July 13, 2021

PLC LAW GROUP, APC

By: /s/ Peter L. Carr

PETER L. CARR
NA'SHAUN NEAL
Attorneys for Plaintiffs
JOANNE TOUSSAINT and RICHARD
ANDERSON

DATED: July 13, 2021

CARPENTER, ROTHANS & DUMONT LLP

By: /s/ Jonathan D. Redford

STEVEN J. ROTHANS
JONATHAN D. REDFORD
Attorneys for Defendants CITY OF EL
MONTE, a public entity, and OFFICER
DANNY JAUREGUI, OFFICER JACOB
BURSE, OFFICER LUIS MIJANGOS
and OFFICER ISAAC RODRIGUEZ,
public employees

Pursuant to Central District Local Rule 5-4.3.4(a)(2)(i), the filer of this document attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

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Order

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



Date: July 14, 2021

Honorable Kenly Kiya Kato
United States Magistrate 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 Joanne Toussaint, et al. v. City of El Monte, et al. (U.S.D.C. Case No. 2:20-cv-06669-AB-KK). 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: _____