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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MATTHEW MAUSER, an individual
and as Successor in Interest to
CHRISTINA MAUSER; et al.,

Plaintiffs,

v.

COUNTY OF LOS ANGELES, a
public entity; et al.,

Defendants.

CASE NO. 2:21-cv-00497-JFW-E

DISCOVERY MATTER

**~~PROPOSED~~ ORDER GRANTING
STIPULATION FOR PROTECTIVE
ORDER**

Assigned to Hon. John F. Walter and
Magistrate Judge Charles F. Eick

1 1. A. PURPOSES AND LIMITATIONS

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

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve confidential personal data and personnel
18 records for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted. Such confidential
20 materials and information may consist of, among other things, personal contact
21 information of public figures, personal medical information, graphic photos and/or
22 recordings of deceased individuals, and other confidential information otherwise
23 generally unavailable to the public, or which may be privileged or otherwise
24 protected from disclosure under state or federal statutes, court rules, case decisions,
25 or common law. In addition, although Plaintiffs disagree and reserve all rights, the
26 County of Los Angeles believes that certain personnel and administrative
27 investigation files contain confidential or official information and/or implicate third-
28 party privacy rights.

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

11 2. DEFINITIONS

12 2.1 Action: *Matthew Mauser v. County of Los Angeles, et al.*, Case No.
13 2:21-cv-00497-JFW-E.

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

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or
21 Items: Extremely sensitive CONFIDENTIAL information (regardless of how it is
22 generated, stored or maintained) or tangible things, the disclosure of which to
23 another Party or Non-Party would create a substantial risk of serious financial or
24 other injury that cannot be avoided by less restrictive means.

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

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1 2.6 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

4 2.7 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 2.8 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

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1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
3 ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 2.17 Testimony: all depositions, declarations, or other testimony taken or
7 used in this Proceeding.

8 3. SCOPE

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

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

16 4. DURATION

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

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

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1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

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
10 Party 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
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

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

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

13 (b) for testimony given in depositions that the Designating Party may
14 either:

15 (i) identify on the record, before the close of the deposition, all
16 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS’ EYES ONLY Testimony,
17 by specifying all portions of the Testimony that qualify as CONFIDENTIAL or
18 CONFIDENTIAL—ATTORNEYS’ EYES ONLY; and/or

19 (ii) provisionally designate on the record, before the close of the
20 deposition, the entirety of the Testimony at the deposition as CONFIDENTIAL or
21 CONFIDENTIAL—ATTORNEYS’ EYES ONLY, with the right to identify
22 specific portions of the Testimony as CONFIDENTIAL or CONFIDENTIAL—
23 ATTORNEYS’ EYES ONLY within 30 days following electronic receipt of an
24 electronic version of the deposition transcript. If the designating party does not
25 identify specific portions of the Testimony for designation within 30 days of
26 electronic receipt of an electronic version of the deposition transcript, the entirety of
27 the testimony shall be de-designated and no longer treated as CONFIDENTIAL or
28 CONFIDENTIAL—ATTORNEYS’ EYES ONLY. In circumstances where

1 portions of the deposition Testimony are designated for protection, the transcript
2 pages containing CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES
3 ONLY Information may be separately bound by the court reporter, who must affix
4 to the top of each page the legend "CONFIDENTIAL" or "CONFIDENTIAL-
5 ATTORNEYS' EYES ONLY" as instructed by the Designating Party.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party's right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court's
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
27 parties) may expose the Challenging Party to sanctions. Unless the Designating
28 Party has waived or withdrawn the confidentiality designation, all parties shall

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1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party’s designation until the Court rules on the
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

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

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action
20 (including support staff and outside copying and data hosting providers), who are
21 directly assisting Outside Counsel of Record in the preparation of this Action for
22 trial;

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) Plaintiffs’ advisers;

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

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- 1 (e) the court and its personnel;
- 2 (f) court reporters and their staff;
- 3 (g) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (h) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (i) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 10 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
- 11 not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may
- 15 be separately bound by the court reporter and may not be disclosed to anyone except
- 16 as permitted under this Stipulated Protective Order; and
- 17 (j) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 7.3 Disclosure of “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”

20 Information or Items. Unless otherwise ordered by the court or permitted in writing

21 by the Designating Party, a Receiving Party may disclose any information or item

22 designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

- 23 (a) the Receiving Party’s Outside Counsel of Record in this Action,
- 24 (including support staff and outside copying and data hosting providers) who are
- 25 directly assisting Outside Counsel of Record in the preparation of this Action for
- 26 trial;

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1 (b) 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 (c) the court and its personnel;

5 (d) court reporters and their staff;

6 (e) 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 (f) 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 (g) 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 1 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 may
18 be separately bound by the court reporter and may not be disclosed to anyone except
19 as permitted under this Stipulated Protective Order; and

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

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

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

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

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

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

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

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

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

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
27 PROTECTED MATERIAL

1 The production, whether inadvertent or otherwise, of any Discovery Material
2 which a party or third party later claims in good faith should not have been produced
3 because of a privilege, including but not limited to the attorney-client privilege or
4 work product doctrine (“Privileged Discovery Material”), will not be deemed to
5 have waived any privilege for the Privileged Discovery Material in this matter or
6 any other federal or state proceeding. If the Producing Party or third party notifies
7 the Receiving Party that Privileged Discovery Material has been produced, the
8 receiving party shall promptly destroy the Privileged Discovery Material or return
9 the Privileged Discovery Material to the Producing Party or third party. The
10 Receiving Party shall delete the Privileged Discovery Material (and all paper and
11 electronic copies) from any systems used to house the documents, including
12 document review databases, e-rooms, and any other location that stores the
13 documents. The Receiving Party may move the Court for an order compelling
14 production of the Privileged Discovery Material, which shall be filed under seal, and
15 the motion shall not assert as a ground for entering such an order the fact or
16 circumstances of the production. The Receiving Party may make no use of the
17 Privileged Discovery Material during any aspect of this matter or any other matter,
18 including in depositions or at trial, unless the documents are later designated by a
19 court as not privileged or protected. This Order shall be interpreted to provide the
20 maximum protection allowed by Federal Rule of Evidence 502(d), and other
21 applicable laws and regulations.

22 12. PHOTOS OF HUMAN REMAINS

23 Discovery in this matter may involve graphic photographs or video of human
24 remains. If any Party discovers photographs or video of human remains that are
25 responsive to a discovery request, the Party shall, in order to protect the dignity of the
26 deceased individual and the privacy of the deceased individual’s family members, meet
27 and confer with all other parties prior to any production of such material and reach
28 agreement on an appropriate method for handling and producing the material.

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1 13. MISCELLANEOUS

2 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 13.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 13.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with the Court’s Standing Order (Dkt. 20) and Civil
11 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
12 court order authorizing the sealing of the specific Protected Material at issue. If a
13 Party's request to file Protected Material under seal is denied by the court, then the
14 Receiving Party may file the information in the public record unless otherwise
15 instructed by the court.

16 14. FINAL DISPOSITION

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

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

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

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10 IT IS SO ORDERED.

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14 DATED: 3/11/21

/S/ CHARLES F. EICK

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HONORABLE CHARLES F. EICK
United States District Court Magistrate
Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued
6 by the United States District Court for the Central District of California on [date] in the
7 case of *Matthew Mauser v. County of Los Angeles, et al.*, Case No. 2:21-cv-00497-
8 JFW-E. I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
11 that I will not disclose in any manner any information or item that is subject to this
12 Stipulated Protective Order to any person or entity except in strict compliance with the
13 provisions of this Order. I further agree to submit to the jurisdiction of the United
14 States District Court for the Central District of California for the purpose of enforcing
15 the terms of this Stipulated Protective Order, even if such enforcement proceedings
16 occur after termination of this action. I hereby appoint _____
17 [print or type full name] of _____ [print or
18 type full address and telephone number] as my California agent for service of process in
19 connection with this action or any proceedings related to enforcement of this Stipulated
20 Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____