

HURRELL CANTRALL LLP  
300 SOUTH GRAND AVENUE, SUITE 1300  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 426-2000

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

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

ALEXANDRIA GARCIA, individually  
and as Successor in Interest to OMAR  
GARCIA; D.G. and G.G., minors,  
individually and as Successors in  
Interest to OMAR GARCIA, by and  
through their Guardian ad Litem,  
ESMERALDA TORRES; LIDIA  
GARCIA, an individual, ESPINOZA;  
and ADALMIRO GARCIA, an  
individual,

Plaintiffs,

v.

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

Defendants.

CASE NO. 2:21-cv-03140-VAP-  
MRWx

***DISCOVERY MATTER***

**PROTECTIVE ORDER**

[Assigned to Hon. Virginia A. Phillips,  
Courtroom 8A]

Trial Date:                   None set

**I. PURPOSE AND LIMITATIONS**

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

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

4 **II. GOOD CAUSE STATEMENT**

5 This Action is likely to involve confidential information derived from  
6 personnel records, investigatory documents, and other materials subject to privacy  
7 protections for which special protection from public disclosure and from use for any  
8 purpose other than prosecution of this Action is warranted. Limiting disclosure of  
9 these documents to the context of this litigation as provided herein will, accordingly,  
10 further important law enforcement objectives and interests, including the safety of  
11 personnel and the public, as well as individual privacy rights of decedent Omar  
12 Garcia, individual defendants, and third parties. Such confidential materials and  
13 information consist of, among other things, materials entitled to privileges and/or  
14 protections under the following: the United States Constitution, First Amendment;  
15 the California Constitution, Article I, Section 1; California *Penal Code* §§ 832.5,  
16 832.7, and 832.8; California *Evidence Code* §§ 1040 and 1043 *et seq.*; the Privacy  
17 Act of 1974, 5 U.S.C. § 552a; Health Insurance Portability and Accountability Act  
18 of 1996 (HIPAA), Public Law 104-191, decisional law relating to such provisions;  
19 and information otherwise generally unavailable to the public, or which may be  
20 privileged or otherwise protected from disclosure under state or federal statutes,  
21 court rules, case decisions, or common law. Defendants also contend that such  
22 confidential materials and information consists of materials entitled to the Official  
23 Information Privilege.

24 Confidential information with respect to the Defendants may include but is  
25 not limited to: personnel files; internal investigative files and documents; email and  
26 written correspondence records; and policies and procedures that are kept from the  
27 public in the ordinary course of business, as well as other items subject to the  
28 Official Information Privilege and other privileges. Confidential information with

1 respect to decedent Omar Garcia may include the following: psychological and  
2 medical notes, evaluations, reports, and treatment plans.

3 The Parties reserve the right to challenge a designation of confidentiality  
4 pursuant to the terms set forth under Paragraph 8 of this Order.

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

15 **III. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
16 **SEAL**

17 The Parties further acknowledge, as set forth in Section 14.3, below, that this  
18 Order does not entitle them to file confidential information under seal. Local Civil  
19 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
20 be applied when a Party seeks permission from the Court to file materials under  
21 seal.

22 There is a strong presumption that the public has a right of access to judicial  
23 proceedings and records in civil cases. In connection with non-dispositive motions,  
24 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
25 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
26 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
27 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
28 require good cause showing), and a specific showing of good cause or compelling

1 reasons with proper evidentiary support and legal justification, must be made with  
2 respect to materials that a party seeks to file under seal. The Parties’ mere  
3 designation of materials as “CONFIDENTIAL” does not— without the submission  
4 of competent evidence by declaration, establishing that the materials sought to be  
5 filed under seal qualifies as confidential, privileged, or otherwise protectable—  
6 constitute good cause. Further, if a Party requests sealing related to a dispositive  
7 motion or trial, then compelling reasons, not only good cause, for the sealing must  
8 be shown, and the relief sought shall be narrowly tailored to serve the specific  
9 interest(s) to be protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-  
10 79 (9th Cir. 2010). For each item or type of information, document, or thing sought  
11 to be filed or introduced under seal in connection with a dispositive motion or trial,  
12 the Party seeking protection must articulate compelling reasons, supported by  
13 specific facts and legal justification, for the requested sealing order. Competent  
14 evidence supporting the application to file documents under seal must be provided  
15 by declaration.

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

22 **IV. DEFINITIONS**

23 4.1 Action: *Alexandria Garcia, et al. v. County of Los Angeles; and DOES*  
24 *1 through 10, inclusive*. Case No. 2:21-cv-03140-VAP (MRWx).

25 4.2 Challenging Party: A Party or Non-Party that challenges the  
26 designation of information or items under this Order.

27 4.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
28 the medium or manner in which it is generated, stored, or maintained) or tangible

1 things that qualify for protection under *Federal Rule of Civil Procedure* 26(c), and  
2 as specified above in the Good Cause Statement.

3 4.4 Counsel: General Counsel of record and County Counsel (as well as  
4 their support staff).

5 4.5 Designating Party: A Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8 4.6 Disclosure or Discovery Material: All items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced or  
11 generated in disclosures or responses to discovery in this matter.

12 4.7 Expert: A person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or his/her Counsel to  
14 serve as an expert witness or as a consultant in this Action.

15 4.8 County Counsel: Attorneys who are employees of a party to this  
16 Action. County Counsel does not include General Counsel of Record or any other  
17 outside counsel.

18 4.9 Non-Party: Any natural person, partnership, corporation, association or  
19 other legal entity not named as a Party to this Action.

20 4.10 General Counsel of Record: Attorneys who are not employees of a  
21 party to this Action but are retained to represent or advise a Party to this Action and  
22 have appeared in this Action on behalf of that Party or are affiliated with a law firm  
23 that has appeared on behalf of that Party, as well as their support staff.

24 4.11 Party: Any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and General Counsel of Record (and their  
26 support staffs).

27 4.12 Producing Party: A Party or Non-Party that makes a disclosure or  
28 produces discovery material in this Action.

1           4.13 Professional Vendors: Persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           4.14 Protected Material: Any disclosure or discovery material that is  
6 designated as “CONFIDENTIAL”.

7           4.15 Producing Party: A Party that makes a disclosure or produces discovery  
8 materials to the Receiving Party.

9           4.15 Receiving Party: A Party that receives a disclosure or discovery  
10 materials from a Producing Party.

11 **V. SCOPE**

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations by Parties or their Counsel (as defined by Sections 4.8 and 4.10) that  
17 might reveal Protected Material.

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

20 **VI. DURATION**

21           Once a case proceeds to trial, information that was designated as  
22 “CONFIDENTIAL” or maintained pursuant to this Protective Order, used or  
23 introduced as an exhibit at trial, becomes public and will be presumptively available  
24 to all members of the public, including the press, unless compelling reasons  
25 supported by specific factual findings to proceed otherwise are made to the trial  
26 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
27 “good cause” showing for sealing documents produced in discovery from  
28 “compelling reasons” standard when merit-related documents are part of court

1 record). Accordingly, the terms of this Protective Order do not extend beyond the  
2 commencement of the trial.

3 **VII. DESIGNATING PROTECTED MATERIAL**

4 **7.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

20 **7.2 Manner and Timing of Designations.** Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 7.2(a) below), or as otherwise  
22 stipulated or ordered, disclosure or discovery materials that qualifies for protection  
23 under this Order must be clearly so designated before the materials are disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

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

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

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

17 (b) For testimony given in depositions, that the Designating Party identify  
18 the disclosure or discovery materials on the record, before the close of the  
19 deposition, all protected testimony.

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

26 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 **VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court’s  
7 Scheduling Order.

8 8.2 Meet and Confer. The Challenging Party shall initiate the meet and  
9 confer process outlined in Local Rule 37.1, *et seq.*

10 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
11 joint stipulation pursuant to Local Rule 37-2.

12 8.4 The burden of persuasion in any such challenge proceeding shall be on  
13 the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
15 parties) may expose the Challenging Party to sanctions. Unless the Designating  
16 Party has waived or withdrawn the confidentiality designation, all Parties shall  
17 continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party’s designation until the Court rules on the  
19 challenge.

20 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 9.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 Action only for prosecuting, defending or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of Section XV, *infra.*

27 Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated  
5 “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s General Counsel of Record in this Action, as well  
7 as employees of said General Counsel of Record to whom it is reasonably necessary  
8 to disclose the information for this Action;

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

11 (c) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound,” attached and hereafter referred to  
14 as “Exhibit A.”

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed Exhibit A.

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

22 (h) deposition witnesses and their attorneys, in the Action to whom  
23 disclosure is reasonably necessary, provided the following: (1) the deposing party  
24 requests that the witness sign Exhibit A; and (2) the deposing party makes clear that  
25 the witness will not be permitted to keep any confidential information unless they  
26 sign Exhibit A, unless otherwise agreed by the Designating Party or ordered by the  
27 Court. Pages of transcribed deposition testimony or exhibits to depositions that  
28 reveal Protected Material may be separately bound by the court reporter and may

1 not be disclosed to anyone except as permitted under this Order; and

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

4 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
5 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

25 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
26 **PRODUCED IN THIS LITIGATION**

27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

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

11 (2) promptly provide the Non-Party with a copy of this Order in this  
12 Action, the relevant discovery request(s), and a reasonably specific description of  
13 the information requested; and

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

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

24 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Order, the Receiving Party must immediately (a) notify in writing the Designating  
28 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all

1 unauthorized copies of the Protected Material, (c) inform the person or persons to  
2 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
3 request such person or persons to execute Exhibit A.

4 **XIII. 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 protection,  
8 the obligations of the Receiving Parties are those set forth in *Federal Rule of Civil*  
9 *Procedure* 26(b)(5)(B). This provision is not intended to modify whatever  
10 procedure may be established in an e-discovery order that provides for production  
11 without prior privilege review. Pursuant to *Federal Rule of Evidence* 502(d) and  
12 (e), insofar as the Parties reach an agreement on the effect of disclosure of a  
13 communication or information covered by the attorney-client privilege or work  
14 product protection, the Parties may incorporate their agreement in a subsequent  
15 stipulation to the court.

16 **XIV. MISCELLANEOUS**

17 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Order, no Party waives any right it otherwise would have to object to disclosing or  
21 producing any information or item on any ground not addressed in this Order.  
22 Similarly, no Party waives any right to object on any ground to use in evidence any  
23 of the material covered by this Order.

24 14.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
26 may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party's request to file Protected Material  
28 under seal is denied by the Court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the Court.

2 **XV. FINAL DISPOSITION**

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

21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**XVI. VIOLATION**

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

DATED: June 3, 2021



---

THE HONORABLE MICHAEL R. WILNER  
United States Magistrate Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 *Alexandria Garcia, et al. v. County of*  
*Los Angeles; and DOES 1 through 10, inclusive*. Case No. 2:21-cv-03140-VAP  
(MRWx). I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order. I further agree to submit to the jurisdiction of the  
United States District Court for the Central District of California for enforcing the  
terms of this Stipulated Protective Order, even if such enforcement proceedings  
occur after termination of this Action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this Action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_