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17 Attorney for Plaintiff
 18 MARCUS ALEXANDER MURCHINSON

19 **UNITED STATES DISTRICT COURT**
 20 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

21 MARCUS ALEXANDER
 22 MURCHINSON,

23 Plaintiff,

24 vs.

25 CITY OF SIERRA MADRE;
 26 OFFICER SHAW; GRANT
 27 CADZOW; and DOES 1 through 10,

28 Defendants.

CASE NO. 2:22-cv-08099 DMG(AGR_x)
Assigned to Hon. Dolly M. Gee in Ctrm. 8C
 Magistrate Judge Alicia G. Rosenberg

STIPULATED PROTECTIVE ORDER

Complaint Filed: 11/04/2022
Trial Date: 04/22/2025

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1 1. A. PURPOSES AND LIMITATIONS¹

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

15 B. GOOD CAUSE STATEMENT

16 This action arises from the September 6, 2021 arrest of Plaintiff by officers of the
17 Sierra Madre Police Department. Plaintiff alleges causes of action for negligence and
18 intentional infliction of emotional distress. He further alleges causes of action for false
19 arrest and imprisonment, false evidence, and supervisory liability pursuant to 42 U.S.C.
20 § 1983.

21 As explained below, this action is likely to involve confidential materials
22 protected by California Evidence Code section 1040, the official information privilege,
23 or other state or federal statutes, court rules, case decisions, or common law prohibiting
24 or limiting dissemination and disclosure. Additionally, this action may involve other
25 proprietary information concerning police practices and security protocols for which
26 special protection from public disclosure and from use for any purpose other than

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28 ¹ This stipulated protective order is substantially based on the model protective order published and used throughout the Central District.

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1 prosecution of this action is warranted.

2 In terms of discovery, Defendants anticipate that a protective order will be
3 necessary in connection with the following items of evidence: 1) personnel and
4 administrative records of peace officers; 2) law enforcement investigative records
5 which reveal the identify of third-party witnesses; and 3) such other evidence for which
6 dissemination should be limited for use in this action only.

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

17 2. DEFINITIONS

18 2.1 Action: Marcus Alexander Murchinson v. City of Sierra Madre, et al.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 1.3 “CONFIDENTIAL” Information or Items: information (regardless of how
22 it is generated, stored or maintained) or tangible things that qualify for protection under
23 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
24 Statement.

25 1.4 Counsel: Counsel of Record and House Counsel (as well as their
26 support staff).

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1 2.5 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.”

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

8 2.7 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 an
10 expert witness or as a consultant in this Action.

11 2.8 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 2.9 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

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) and
24 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 Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

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

9 4. DURATION

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

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

13 Designation in conformity with this Order requires:

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

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

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

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

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
14 to designate qualified information or items does not, standing alone, waive the
15 Designating Party’s right to secure protection under this Order for such material. Upon
16 timely correction of a designation, the Receiving Party must make reasonable efforts to
17 assure that the material is treated in accordance with the provisions of this 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 Scheduling
21 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 the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
26 to harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
28 the confidentiality designation, all parties shall continue to afford the material in

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

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action has been terminated, a Receiving
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
15 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

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

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

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

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions; and

14 (j) the parties.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
16 OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

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

1 the court.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order, no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in this
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
12 only be filed under seal pursuant to a court order authorizing the sealing of the specific
13 Protected Material at issue. If a Party’s request to file Protected Material under seal is
14 denied by the court, then the Receiving Party may file the information in the public
15 record unless otherwise instructed by the court.

16 13. 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 all
19 Protected Material to the Producing Party or destroy such material. As used in this
20 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 Party
23 must submit a written certification to the Producing Party (and, if not the same person
24 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
25 category, where appropriate) all the Protected Material that was returned or destroyed
26 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
27 compilations, summaries or any other format reproducing or capturing any of the
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

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

6 14. VIOLATION

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

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10 DATED: August 20, 2024 COLLINS + COLLINS LLP

11 By: Robin M Nagle
12 ROBIN M. NAGELE
13 MICHAEL L. WRONIAK
14 Attorneys for Defendants
15 CITY OF SIERRA MADRE, OFFICER
SHAW, and GRANT CADZOW

16 DATED: August 20, 2024 LAW OFFICES OF DO KIM, APLC

17 By: /s/ James Do Kim
18 JAMES DO KIM
19 Attorney for Plaintiff
20 MARCUS ALEXANDER
21 MURCHINSON

22 **FOR GOOD CAUSE SHOWN, IT IS ORDERED.**

23
24 DATED: August 30, 2024

25 Alicia G. Rosenberg
26
27 HON. ALICIA G. ROSENBERG
28 United States Magistrate Judge

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
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on in
7 the case of Marcus Alexander Murchinson v. City of Sierra Madre, et al.
8 (2:22-cv-08099 DMG(AGRx)). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity
13 except in strict compliance with the provisions of this Order.

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

22 Date: _____

23 City and State where sworn and signed: _____

25 Printed name: _____

27 Signature: _____

PROOF OF SERVICE
(CCP §§ 1013(a) and 2015.5; FRCP 5)


1 State of California,)
2) ss.
3 County of Los Angeles.)

4 I am employed in the County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 790 E. Colorado Boulevard, Suite 600, Pasadena, California 91101.

5 On this date, I served the foregoing document described as **STIPULATED PROTECTIVE ORDER** on the interested parties in this action by placing same in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

- 7 **(BY MAIL)** - I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail in Pasadena, California to be served on the parties as indicated on the attached service list. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- 10 **(BY CERTIFIED MAIL)** – I caused such envelope(s) with postage thereon fully prepaid via Certified Mail Return Receipt Requested to be placed in the United States Mail in Pasadena, California.
- 11 **FEDERAL EXPRESS** - I caused the envelope to be delivered to an authorized courier or driver authorized to receive documents with delivery fees provided for.
- 13 **(BY ELECTRONIC FILING AND/OR SERVICE)** – I served a true copy, with all exhibits, electronically on the designated recipients listed on the attached service list through the Court’s ECM/CF electronic service and filing system.
- 14 **(ELECTRONIC SERVICE PER CODE CIV. PROC., § 1010.6)** – By prior consent or request or as required by rules of court (Code Civ. Proc., § 1010.6 (amended Jan. 1, 2021); Code Civ. Proc., § 1013(g); Cal. Rules of Court, rule 2.251(a)).
- 15 **(BY PERSONAL SERVICE)** - I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).
- 16 Executed on **August 20, 2024** at Pasadena, California.
- 17 **(FEDERAL)** - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

18 
19 _____
20 Debbie Parker
21 dparker@ccllp.law

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MARCUS ALEXANDER MURCHINSON v. CITY OF SIERRA MADRE, et al.
United States District Court-Central District of California Case Number: 2:22-cv-08099-DMG-JEM
CCLLP File Number: 23866

SERVICE LIST

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