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 9 County of Los Angeles

10
 11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**

13 JHONNY ROLDAN, Individually,
 14 Plaintiff,

15 v.

16 COUNTY OF LOS ANGELES, a
 17 public entity, 168 REALTY INC.,
 18 TONY CHANG, VICTOR S K
 19 KUNG, and Individual LASD
 20 Sheriff Deputies DOES 1 through
 21 10, Jointly and Severally,

22 Defendants.

Case No. 2:24-cv-03485–PA (SSCx)

STIPULATED PROTECTIVE ORDER

23 **1. INTRODUCTION**

24 1.1 Purposes and Limitations. Discovery in this action is likely to involve
 25 production of confidential, proprietary, or private information for which special
 26 protection from public disclosure and from use for any purpose other than
 27 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 28 stipulate to and petition the court to enter the following Stipulated Protective
 Order. The parties acknowledge that this Order does not confer blanket
 protections on all disclosures or responses to discovery and that the protection it

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

4 1.2 Good Cause Statement. There is good cause and a particularized need
5 for a protective order to preserve the interests of confidentiality and privacy in
6 peace officer personnel file records and associated investigative or confidential
7 records.

8 Peace officers have a federal privilege of privacy in their personnel file
9 records: a reasonable expectation of privacy therein that is underscored, specified,
10 and arguably heightened by the Pitchess protective procedure of California law.
11 See Sanchez v. Santa Ana Police Dept., 936 F.2d 1027, 1033-1034 (9th Cir. 1990);
12 Hallon v. City of Stockton, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13 (E.D. Cal.
13 2012) (concluding that “while “[f]ederal law applies to privilege based discovery
14 disputes involving federal claims,” the “state privilege law which is consistent with
15 its federal equivalent significantly assists in applying [federal] privilege law to
16 discovery disputes”); Soto v. City of Concord, 162 F.R.D. 603, 613 n. 4, 616 (N.D.
17 Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not
18 inconsequential” in their police personnel records); cf. Cal. Penal Code §§ 832.7,
19 832.8; Cal. Evid. Code §§ 1040-1047. Unrestricted disclosure of such personnel
20 file information could potentially threaten the safety of non-party witnesses,
21 officers, and their families/associates.

22 Second, municipalities and law enforcement agencies have federal
23 deliberative-executive process privilege, federal official information privilege,
24 federal law enforcement privilege, and federal attorney-client privilege (and/or
25 attorney work product protection) interests in the personnel files of their peace
26 officers – particularly as to those portions of peace officer personnel files that
27 contain critical self-analysis, internal deliberation/decision-making or
28 evaluation/analysis, or communications for the purposes of obtaining or rendering

1 legal advice or analysis – potentially including but not limited to evaluative /
2 analytical portions of Internal Affairs type records or reports, evaluative /
3 analytical portions of supervisory records or reports, and/or reports prepared at the
4 direction of counsel, or for the purpose of obtaining or rendering legal advice
5 Defendants further contend that municipalities and law enforcement agencies have
6 duties to respect the privacy rights of officers and third parties to this litigation,
7 and such duties may bear on the course of discovery in this matter. See Sanchez,
8 936 F.2d at 1033-1034; Maricopa Audubon Soc’y v. United States Forest Serv.,
9 108 F.3d 1089, 1092-1095 (9th Cir. 1997); Soto, 162 F.R.D. at 613, 613 n. 4;
10 Kelly v. City of San Jose, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987); Tuite v.
11 Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998); Hamstreet v. Duncan, 2007 U.S.
12 Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co. v. United States Dist. Ct., 881
13 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further contend that such
14 personnel file records are restricted from disclosure by the public entity’s
15 custodian of records pursuant to applicable California law and that uncontrolled
16 release is likely to result in needless intrusion of officer privacy; impairment in the
17 collection of third-party witness information and statements and related legitimate
18 law enforcement investigations/interests; and a chilling of open and honest
19 discussion regarding and/or investigation into alleged misconduct that can erode a
20 public entity’s ability to identify and/or implement any remedial measures that
21 may be required.

22 Third, because peace officers do not have the same rights as other private
23 citizens to avoid giving compelled statements, it is contrary to the fundamental
24 principles of fairness to permit uncontrolled release of officers’ compelled
25 statements. See generally Lybarger v. City of Los Angeles, 40 Cal.3d 822, 828-
26 830 (1985); cf. U.S. Const., amend V.

27 Accordingly, without a protective order preventing such, production of
28 confidential records in the case can and will likely substantially impair and harm

1 the public entity’s interests in candid self-critical analysis, frank internal
2 deliberations, obtaining candid information from witnesses, preserving the safety
3 of witnesses, preserving the safety of peace officers and peace officers’ families
4 and associates, protecting the privacy officers of peace officers, and preventing
5 pending investigations from being detrimentally undermined by publication of
6 private, sensitive, or confidential information – as can and often does result in
7 litigation.

8 It is the intent of the parties that information will not be designated as
9 confidential for tactical reasons and that nothing be so designated without a good
10 faith belief that it has been maintained in a confidential, non-public manner, and
11 there is good cause why it should not be part of the public record of this case.

12 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
13 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
14 Protective Order does not entitle them to file confidential information under seal;
15 Local Rule 79-5 sets forth the procedures that must be followed and the standards
16 that will be applied when a party seeks permission from the court to file material
17 under seal.

18 There is a strong presumption that the public has a right of access to judicial
19 proceedings and records in civil cases. In connection with non-dispositive
20 motions, good cause must be shown to support a filing under seal. See Kamakana
21 v. City and Cnty. of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips ex rel.
22 Ests. of Byrd v. Gen. Motors Corp., 307 F.3d 1206, 1210–11 (9th Cir. 2002),
23 Makar-Welbon v. Sony Elecs., Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
24 stipulated protective orders require good cause showing), and a specific showing
25 of good cause or compelling reasons with proper evidentiary support and legal
26 justification, must be made with respect to Protected Material that a party seeks to
27 file under seal. The parties’ mere designation of Disclosure or Discovery Material
28 as CONFIDENTIAL does not—without the submission of competent evidence by

1 declaration, establishing that the material sought to be filed under seal qualifies as
2 confidential, privileged, or otherwise protectable—constitute good cause.
3 Further, if a party requests sealing related to a dispositive motion or trial, then
4 compelling reasons, not only good cause, for the sealing must be shown, and the
5 relief sought shall be narrowly tailored to serve the specific interest to be protected.
6 See Pintos v. Pac. Creditors Ass’n, 605 F.3d 665, 677–79 (9th Cir. 2010). For
7 each item or type of information, document, or thing sought to be filed or
8 introduced under seal in connection with a dispositive motion or trial, the party
9 seeking protection must articulate compelling reasons, supported by specific facts
10 and legal justification, for the requested sealing order. Again, competent evidence
11 supporting the application to file documents under seal must be provided by
12 declaration.

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

20 21 **2. DEFINITIONS**

22 2.1 Action: Jhonny Roldan v. County of Los Angeles, et al, United States
23 District Court Case No. 2:24-cv-03485–PA (SSCx).

24 2.2 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
27 how it is generated, stored or maintained) or tangible things that qualify for
28 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as

1 specified above in the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates information
5 or items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

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

11 2.7 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve
13 as an expert witness or as a consultant in this Action.

14 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses
15 in this Action, with or without prejudice; and (2) final judgment herein after the
16 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
17 this Action, including the time limits for filing any motions or applications for
18 extension of time pursuant to applicable law.

19 2.9 In-House Counsel: attorneys who are employees of a party to this
20 Action. In-House Counsel does not include Outside Counsel of Record or any
21 other outside counsel.

22 2.10 Non-Party: any natural person, partnership, corporation, association,
23 or other legal entity not named as a Party to this action.

24 2.11 Outside Counsel of Record: attorneys who are not employees of a
25 party to this Action but are retained to represent or advise a party to this Action
26 and have appeared in this Action on behalf of that party or are affiliated with a law
27 firm which has appeared on behalf of that party, and includes support staff.

28 2.12 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.14 Professional Vendors: persons or entities that provide litigation-
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.15 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL.”

11 2.16 Receiving Party: a Party that receives Disclosure or Discovery
12 Material from a Producing Party.

13
14 **3. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.
20 Any use of Protected Material at trial shall be governed by the orders of the trial
21 judge. This Stipulated Protective Order does not govern the use of Protected
22 Material at trial.

23
24 **4. TRIAL AND DURATION**

25 The terms of this Stipulated Protective Order apply through Final
26 Disposition of the Action.

27 Once a case proceeds to trial, information that was designated as
28 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and

1 used or introduced as an exhibit at trial becomes public and will be presumptively
2 available to all members of the public, including the press, unless compelling
3 reasons supported by specific factual findings to proceed otherwise are made to the
4 trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180–81
5 (distinguishing “good cause” showing for sealing documents produced in
6 discovery from “compelling reasons” standard when merits-related documents are
7 part of court record). Accordingly, for such materials, the terms of this Stipulated
8 Protective Order do not extend beyond the commencement of the trial.

9 Even after Final Disposition of this litigation, the confidentiality obligations
10 imposed by this Stipulated Protective Order shall remain in effect until a
11 Designating Party agrees otherwise in writing or a court order otherwise directs.

12
13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

27 If it comes to a Designating Party’s attention that information or items that it
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a)
4 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
5 that qualifies for protection under this Stipulated Protective Order must be clearly
6 so designated before the material is disclosed or produced.

7 Designation in conformity with this Stipulated Protective Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” to each page that contains protected material. If only a
12 portion or portions of the material on a page qualifies for protection, the Producing
13 Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

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

27 (b) for testimony given in depositions that the Designating Party identify
28 the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

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

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party’s right to secure protection under this Order for such
11 material. Upon timely correction of a designation, the Receiving Party must make
12 reasonable efforts to assure that the material is treated in accordance with the
13 provisions of this Stipulated Protective Order.

14
15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the court’s
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
21 Christensen’s Civil Procedures titled “Brief Pre-Discovery Motion Conference.”¹

22 6.3 The burden of persuasion in any such challenge proceeding shall be
23 on the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
25 parties) may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all parties shall

27
28 ¹ Judge Christensen’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

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
5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

- 20 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as
21 well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this Action;
- 23 (b) to the officers, directors, and employees (including House Counsel) of
24 the Receiving Party to whom disclosure is reasonably necessary for this Action;
- 25 (c) to Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 28 (d) to the court and its personnel;

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

19

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation

23 that compels disclosure of any information or items designated in this Action as

24 “CONFIDENTIAL,” that Party must:

- 25 (a) promptly notify in writing the Designating Party. Such notification shall
- 26 include a copy of the subpoena or court order;
- 27 (b) promptly notify in writing the party who caused the subpoena or order to
- 28 issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

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

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

13
14 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 9.1 Application. The terms of this Stipulated Protective Order are
17 applicable to information produced by a Non-Party in this Action and designated
18 as “CONFIDENTIAL.” Such information produced by Non-Parties in connection
19 with this litigation is protected by the remedies and relief provided by this Order.
20 Nothing in these provisions should be construed as prohibiting a Non-Party from
21 seeking additional protections.

22 9.2 Notification. In the event that a Party is required, by a valid discovery
23 request, to produce a Non-Party’s confidential information in its possession, and
24 the Party is subject to an agreement with the Non-Party not to produce the Non-
25 Party’s confidential information, then the Party shall:

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

1 (b) make the information requested available for inspection by the Non-
2 Party, if requested.

3 9.3 Conditions of Production. If the Non-Party fails to seek a protective
4 order from this court within 14 days of receiving the notice and accompanying
5 information, the Receiving Party may produce the Non-Party's confidential
6 information responsive to the discovery request. If the Non-Party timely seeks a
7 protective order, the Receiving Party shall not produce any information in its
8 possession or control that is subject to the confidentiality agreement with the Non-
9 Party before a determination by the court. Absent a court order to the contrary, the
10 Non-Party shall bear the burden and expense of seeking protection in this court of
11 its Protected Material.

12
13 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
14 **MATERIAL**

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

23
24 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
25 **OTHERWISE PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other
28 protection, the obligations of the Receiving Parties are those set forth in Rule

1 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended
2 to modify whatever procedure may be established in an e-discovery order that
3 provides for production without prior privilege review. Pursuant to Rules 502(d)
4 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement
5 on the effect of disclosure of a communication or information covered by the
6 attorney-client privilege or work product protection, the parties may incorporate
7 their agreement in the stipulated protective order submitted to the court.
8

9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
11 abridges the right of any person to seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Stipulated Protective Order no Party waives any right it otherwise would have to
14 object to disclosing or producing any information or item on any ground not
15 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
16 to object on any ground to use in evidence of any of the material covered by this
17 Stipulated Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Local Rule 79-5. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the
21 specific Protected Material at issue. If a Party's request to file Protected Material
22 under seal is denied by the court, then the Receiving Party may file the information
23 in the public record unless otherwise instructed by the court.
24

25 **13. FINAL DISPOSITION**

26 After the Final Disposition of this Action, as defined in paragraph 4, within
27 60 days of a written request by the Designating Party, each Receiving Party must
28 return all Protected Material to the Producing Party or destroy such material. As

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

16
17 **14. VIOLATION**

18 Any violation of this Stipulated Protective Order may be punished by any
19 and all appropriate measures including, without limitation, contempt proceedings
20 and/or monetary sanctions.

21
22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

1 DATED: September 23, 2024

CURD GALIDO & SMITH LLP

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By: /s/ Maximiliano Galindo

ALEX GALINDO
MAXIMILIANO GALINDO
Attorneys for Plaintiff,
Jhonny Roldan

DATED: September 23, 2024

CARPENTER, ROTHANS & DUMONT

By: /s/ Jill Williams

JILL WILLIAMS
ESTHER TEIXEIRA
Attorneys for Specially Appearing,
County of Los Angeles

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 24, 2024



Stephanie S. Christensen
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ **[print or**
5 **type full name]**, of

6 _____
7 _____ **[print or type full address]**,

8 declare under penalty of perjury that I have read in its entirety and understand the
9 Stipulated Protective Order that was issued by the United States District Court for
10 the Central District of California on _____ **[date]** in the
11 case of Jhonny Roldan v. County of Los Angeles, et al, United States District
12 Court Case No. 2:24-cv-03485-PA (SSCx).

13 I agree to comply with and to be bound by all the terms of this Stipulated
14 Protective Order and I understand and acknowledge that failure to so comply could
15 expose me to sanctions and punishment in the nature of contempt. I solemnly
16 promise that I will not disclose in any manner any information or item that is
17 subject to this Stipulated Protective Order to any person or entity except in strict
18 compliance with the provisions of this Order.

19 I further agree to submit to the jurisdiction of the United States District
20 Court for the Central District of California for the purpose of enforcing the terms
21 of this Stipulated Protective Order, even if such enforcement proceedings occur
22 after termination of this action. I hereby appoint _____

23 _____ **[print or type full name]**

24 of _____

25 _____ **[print**
26 **or type full address and telephone number]** as my California agent for service of
27 process in connection with this action or any proceedings related to enforcement of
28 this Stipulated Protective Order.

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Date: _____
City and State where sworn and
signed: _____
Printed name: _____
Signature: _____