

1 JUSTIN W. CLARK, State Bar No. 235477
 jclark@lbaclaw.com
 2 SHAWYANE EMADI, State Bar No. 352292
 semadi@lbaclaw.com
 3 LAWRENCE BEACH ALLEN & CHOI, PC
 4 150 South Los Robles Avenue, Suite 660
 Pasadena, California 91101
 Telephone No. (818) 545-1925

5
 6 Attorneys for Defendants
 County of Los Angeles and
 Deputy Larry Parks
 7

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

10
 11 JEFFREY PAUL,
 12 Plaintiff,

13 vs.

14 LOS ANGELES COUNTY,
 15 DEPUTY LARRY PARKS, AND
 DOE DEPUTIES 1-10,

16 Defendants.
 17

Case No. 2:25-cv-00008-WLH-E
 Honorable Wesley L. Hsu

**STIPULATED PROTECTIVE
 ORDER**

Complaint Filed: January 2, 2025

18
 19 1. A. PURPOSES AND LIMITATIONS.

20 Discovery in this action is likely to involve production of confidential,
 21 proprietary, or private information for which special protection from public
 22 disclosure and from use for any purpose other than prosecuting this litigation may
 23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
 24 to enter the following Stipulated Protective Order. The parties acknowledge that
 25 this Order does not confer blanket protections on all disclosures or responses to
 26 discovery and that the protection it affords from public disclosure and use extends
 27 only to the limited information or items that are entitled to confidential treatment
 28 under the applicable legal principles.

1 B. GOOD CAUSE STATEMENT.

2 This lawsuit arises from an alleged unlawful seizure and use of force
3 incident which occurred in a City of Duarte Public Safety Office (the, “Office”)
4 on June 28, 2024. Plaintiff Jeffrey Paul (“Plaintiff”) alleges that Los Angeles
5 County Sheriff’s Department (“LASD”) Deputy Larry Parks illegally seized the
6 Plaintiff and used excessive force in his efforts to detain him (hereinafter, “the
7 Incident”). Discovery in this case will likely involve the production of
8 information and documents related to the justification for any alleged seizure of
9 Plaintiff, the use of force (if any), the manner in which it was conducted, as well
10 as any other documents which may be subject to various privileges that would bar
11 them from public disclosure or filing.

12 This action is likely to involve production of information for which special
13 protection from public disclosure and from use for any purpose other than
14 prosecution of this action is warranted and appropriate. Such confidential and
15 proprietary materials and information may consist of, among other things, CCTV
16 footage from the location where the Incident took place depicting Plaintiff,
17 reports and documents related to the Incident, and other information implicating
18 privacy rights of the parties and/or third parties (such as, without limitation,
19 medical records or other documents subject to privilege) that is otherwise
20 generally unavailable to the public, or which may be privileged or otherwise
21 protected from disclosure under state or federal statutes, court rules, case
22 decisions, or common law. Accordingly, to expedite the flow of information, to
23 facilitate the prompt resolution of disputes over confidentiality of discovery
24 materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their
27 handling at the end of the litigation, and serve the ends of justice, a protective
28 order for such information is justified in this matter. It is the intent of the parties

1 that information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in
3 a confidential, non-public manner, and there is good cause why it should not be
4 part of the public record of this case.

5
6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
7 SEAL.

8 The parties further acknowledge, as set forth in Section 12.3, below, that
9 this Stipulated Protective Order does not entitle them to file confidential
10 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
11 be followed and the standards that will be applied when a party seeks permission
12 from the court to file material under seal.

13 There is a strong presumption that the public has a right to access judicial
14 proceedings and records in civil cases. In connection with non-dispositive
15 motions, good cause must be shown to support a filing under seal. *See Kamakana*
16 *v. City and County of Honolulu*, [447 F.3d 1172, 1176 \(9th Cir. 2006\)](#), *Phillips v.*
17 *Gen. Motors Corp.*, [307 F.3d 1206, 1210-11 \(9th Cir. 2002\)](#), *Makar-Welbon v.*
18 *Sony Electrician.*, [187 F.R.D. 576, 577 \(E.D. Wis. 1999\)](#) (even stipulated
19 protective orders require good cause showing), and a specific showing of good
20 cause or compelling reasons with proper evidentiary support and legal
21 justification must be made with respect to Protected Material that a party seeks to
22 file under seal. The parties' mere designation of Disclosure or Discovery
23 Material as CONFIDENTIAL does not—without the submission of competent
24 evidence by declaration, establishing that the material sought to be filed under
25 seal qualifies as confidential, privileged, or otherwise protectable—constitute
26 good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,
28 then compelling reasons, not only good cause, for the sealing must be shown, and

1 the relief sought shall be narrowly tailored to serve the specific interest to be
2 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
3 2010). For each item or type of information, document, or thing sought to be
4 filed or introduced under seal in connection with a dispositive motion or trial, the
5 party seeking protection must articulate compelling reasons, supported by specific
6 facts and legal justification, for the requested sealing order. Again, competent
7 evidence supporting the application to file documents under seal must be
8 provided by declaration.

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

16
17 2. DEFINITIONS.

18 22.1 Action: *Jeffrey Paul v. Los Angeles County, et al.*
19 (Case No. 2:25-cv-0008-WLH-E).

20 22.2 Challenging Party: a Party or Non-Party that challenges
21 the designation of information or items under this Order.

22 22.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored or maintained) or tangible things that qualify for
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record (including, where necessary,
27 their support staff).

28 //

1 2.5 Designating Party: a Party or Non-Party that designates information
2 or 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,
5 regardless of the medium or manner in which it is generated, stored, or
6 maintained (including, among other things, testimony, transcripts, and tangible
7 things), that are produced or generated in disclosures or responses to discovery in
8 this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a
10 matter pertinent to the litigation who has been retained by a Party or its counsel to
11 serve as an expert witness or as a consultant in this Action.

12 2.8 In-House Counsel: attorneys who are employees of a party to this
13 Action. House Counsel does not include Outside Counsel of Record or any other
14 outside counsel.

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

17 2.10 Outside Counsel of Record: attorneys who are not employees of a
18 party to this Action but are retained to represent or advise a party to this Action
19 and have appeared in this Action on behalf of that party or are affiliated with a
20 law firm which has appeared on behalf of that party, and includes support staff.

21 2.11 Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and
23 their support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Discovery
25 Material in this Action.

26 2.13 Professional Vendors: persons or entities that provide litigation
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits
28

1 or demonstrations, and organizing, storing, or retrieving data in any form or
2 medium) and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7
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
17 4. DURATION

18 FINAL DISPOSITION of the action is defined as the conclusion of any
19 appellate proceedings, or, if no appeal is taken, when the time for filing of an
20 appeal has run. Except as set forth below, the terms of this protective order apply
21 through FINAL DISPOSITION of the action. The parties may stipulate that they
22 will be contractually bound by the terms of this agreement beyond FINAL
23 CONFIDENTIAL or maintained pursuant to this protective order used or
24 appellate proceedings, or, if no appeal is taken, when the time for filing of an
25 appeal has run. Except as set forth below, the terms of this protective order apply
26 through FINAL DISPOSITION of the action. The parties may stipulate that they
27 will be contractually bound by the terms of this agreement beyond FINAL
28

1 DISPOSITION, but will have to file a separate action for enforcement of the
2 agreement once all proceedings in this case are complete.

3 Once a case proceeds to trial, information that was designated as
4 CONFIDENTIAL or maintained pursuant to this protective order used or
5 introduced as an exhibit at trial becomes public and will be presumptively
6 available to all members of the public, including the press, unless compelling
7 reasons supported by specific factual findings to proceed otherwise are made to
8 the trial judge in advance of the trial. *See Kamakana*, [447 F.3d at 1180-81](#)
9 (distinguishing “good cause “showing for sealing documents produced in
10 discovery from “compelling reasons “standard when merits-related documents are
11 part of court record). Accordingly, for such materials, the terms of this protective
12 order do not extend beyond the commencement of the trial.

13
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.
16 Each Party or Non-Party that designates information or items for protection under
17 this Order must take care to limit any such designation to specific material that
18 qualifies under the appropriate standards. The Designating Party must designate
19 for protection only those parts of material, documents, items, or oral or written
20 communications that qualify so that other portions of the material, documents,
21 items, or communications for which protection is not warranted are not swept
22 unjustifiably within the ambit of this Order.

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

28 //

1 If it comes to a Designating Party’s attention that information or items that
2 it designated for protection do not qualify for protection, that Designating Party
3 must promptly notify all other Parties that it is withdrawing the inapplicable
4 designation.

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

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
15 contains protected material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins). The
18 CONFIDENTIAL legend shall not obscure the contents of any page to which it is
19 affixed, impede the ability to readily read the page’s contents, or appear over any
20 words contained in the document.

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

1 must affix the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion or portions 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 (b) for testimony given in depositions that the Designating Party identify
6 the Disclosure or Discovery Material on the record, before the close of the
7 deposition all protected testimony.

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

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

20
21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be
27 on the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating
2 Party has waived or withdrawn the confidentiality designation, all parties shall
3 continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party’s designation until the Court rules on the
5 challenge.

6
7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the people
17 authorized under this Order.

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

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

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

27 //

28 //

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the
12 Action to whom disclosure is reasonably necessary provided:

13 (1) the deposing party requests that the witness sign the form attached as
14 Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential
15 information unless they sign the “Acknowledgment and Agreement to Be Bound”
16 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
17 court. Pages of transcribed deposition testimony or exhibits to depositions that
18 reveal Protected Material may be separately bound by the court reporter and may
19 not be disclosed to anyone except as permitted under this Stipulated Protective
20 Order; and

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

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

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

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

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

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

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

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

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

26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

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

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

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

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

19
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

21 If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Protected Material to any person or in any circumstance not authorized
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
26 inform the person or persons to whom unauthorized disclosures were made of all
27 the terms of this Order, and (d) request such person or persons to execute the
28

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
2 Exhibit A.

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

16
17 12. MISCELLANEOUS.

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of
19 any person to seek its modification by the Court in the future.

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

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material
28 may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. If a Party's request to file Protected
2 Material under seal is denied by the court, then the Receiving Party may file the
3 information in the public record unless otherwise instructed by the court.
4

5 13. FINAL DISPOSITION.

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

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

28 //

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 Dated: March 11, 2025

Respectfully submitted,

4

KIRAKOSIAN LAW,

5

By /s/ Gregory L. Kirakosian

6

Gregory L. Kirakosian

7

Attorney for Plaintiff

8

Jeffrey Paul

9

10 Dated: March 11, 2025

Respectfully submitted,

11

LAWRENCE BEACH ALLEN & CHOI, PC

12

13

By /s/ Justin W. Clark¹

14

Justin W. Clark

15

Shawyane Emadi

16

Attorneys for Defendants

17

County of Los Angeles and

18

Deputy Larry Parks

19

20

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21

22

23

24

DATED: March 12, 2025



25

Charles F. Eick

26

United States Magistrate Judge

27

28

¹ Pursuant to L.R. 5-4.3.4, the filer of this stipulation attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address],
6 declare under penalty of perjury that I have read in its entirety and understand the
7 Stipulated Protective Order that was issued by the United States District Court for
8 the Central District of California on [DATE] in the case of *Jeffrey Paul v. Los*
9 *Angeles County, et al.*, 2:25-cv-00008-WLH-E. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of
15 this Order.
16

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

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____