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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Dongyuan Li <i>et al.</i> ,)	Case No. 8:20-cv-00068-SB (JDE)
)	
Plaintiffs,)	FIRST AMENDED STIPULATED
)	PROTECTIVE ORDER
v.)	
)	
City of Santa Ana <i>et al.</i> ,)	
)	
Defendants.)	

Based on the parties' Stipulation, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby 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 affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 2. GOOD CAUSE STATEMENT

2 This action is likely to involve sensitive police and jail records, including
3 medical records, for which special protection from public disclosure and from
4 use for any purpose other than prosecution of this action is warranted. Such
5 confidential and proprietary materials and information consist of, among other
6 things, investigative and incident reports, surveillance video depicting sensitive
7 jail and police building locations, camera placement, paths of ingress and
8 egress, specific individuals, as well as medical records containing confidential
9 medical information (or other information) of inmates, and confidential
10 personnel files protected by law, as well as other information generally
11 unavailable to the public. In addition, privacy rights of third parties are
12 implicated by the above. Accordingly, to expedite the flow of information, to
13 facilitate the prompt resolution of disputes over confidentiality of discovery
14 materials, to adequately protect information the parties are entitled to keep
15 confidential, to ensure that the parties are permitted reasonable necessary uses
16 of such material in preparation for and in the conduct of trial, to address their
17 handling at the end of the litigation, and to serve the ends of justice, a
18 protective order for such information is justified in this matter. It is the intent
19 of the parties that information will not be designated as confidential for tactical
20 reasons and that nothing be so designated without a good faith belief that it has
21 been maintained in a confidential, non-public manner, and there is good cause
22 why it should not be part of the public record of this case.

24 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
25 PROCEDURE

26 The parties further acknowledge, as set forth in Section 14.3, below, that
27 this Stipulated Protective Order does not entitle them to file confidential
28 information under seal; Local Civil Rule 79-5 sets forth the procedures that

1 must be followed and the standards that will be applied when a party seeks
2 permission from the court to file material under seal. There is a strong
3 presumption that the public has a right of access to judicial proceedings and
4 records in civil cases. In connection with non-dispositive motions, good cause
5 must be shown to support a filing under seal. See Kamakana v. City and
6 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
7 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
8 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
9 protective orders require good cause showing), and a specific showing of good
10 cause or compelling reasons with proper evidentiary support and legal
11 justification, must be made with respect to Protected Material that a party
12 seeks to file under seal. The parties' mere designation of Disclosure or
13 Discovery Material as CONFIDENTIAL does not— without the submission
14 of competent evidence by declaration, establishing that the material sought to
15 be filed under seal qualifies as confidential, privileged, or otherwise
16 protectable—constitute good cause.

17
18 Further, if a party requests sealing related to a dispositive motion or trial,
19 then compelling reasons, not only good cause, for the sealing must be shown,
20 and the relief sought shall be narrowly tailored to serve the specific interest to
21 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th
22 Cir. 2010). For each item or type of information, document, or thing sought to
23 be filed or introduced under seal, the party seeking protection must articulate
24 compelling reasons, supported by specific facts and legal justification, for the
25 requested sealing order. Again, competent evidence supporting the application
26 to file documents under seal must be provided by declaration.

27 Any document that is not confidential, privileged, or otherwise
28 protectable in its entirety will not be filed under seal if the confidential portions

1 can be redacted. If documents can be redacted, then a redacted version for
2 public viewing, omitting only the confidential, privileged, or otherwise
3 protectable portions of the document, shall be filed. Any application that seeks
4 to file documents under seal in their entirety should include an explanation of
5 why redaction is not feasible.

6 4. DEFINITIONS

7 4.1 Action: this pending federal lawsuit.

8 4.2 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

10 4.3 “CONFIDENTIAL” Information or Items: information
11 (regardless of how it is generated, stored or maintained) or tangible things that
12 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
13 specified above in the Good Cause Statement.

14 4.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
15 Information or Items: extremely sensitive “CONFIDENTIAL” Information
16 or Items, the disclosure of which to another Party or Non-Party would create a
17 substantial risk of serious harm that could not be avoided by less restrictive
18 means.

19 4.5 Counsel: Outside Counsel of Record and House Counsel (as well
20 as their support staff).

21 4.6 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to discovery
23 as “CONFIDENTIAL.”

24 4.7 Disclosure or Discovery Material: all items or information,
25 regardless of the medium or manner in which it is generated, stored, or
26 maintained (including, among other things, testimony, transcripts, and tangible
27 things), that are produced or generated in disclosures or responses to discovery.
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1 4.8 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its
3 counsel to serve as an expert witness or as a consultant in this Action.

4 4.9 House Counsel: attorneys who are employees of a party to this
5 Action. House Counsel does not include Outside Counsel of Record or any
6 other outside counsel.

7 4.10 Non-Party: any natural person, partnership, corporation,
8 association or other legal entity not named as a Party to this action.

9 4.11 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law
12 firm that has appeared on behalf of that party, and includes support staff.

13 4.12 Party: any party to this Action, including all of its officers,
14 directors, employees, consultants, retained experts and investigators, and
15 Outside Counsel of Record (and their support staffs).

16 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 4.14 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing
20 exhibits or demonstrations, and organizing, storing, or retrieving data in any
21 form or medium) and their employees and subcontractors.

22 4.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 4.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.
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1 4.17 Investigator: a person who has been retained or commissioned by
2 a Party or its counsel to assist with gathering facts and evidence in this Action.

3 5. SCOPE

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

9 Any use of Protected Material at trial shall be governed by the orders of
10 the trial judge and other applicable authorities. This Order does not govern the
11 use of Protected Material at trial.

12 6. DURATION

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY or maintained pursuant to this protective order used or introduced as
16 an exhibit at trial becomes public and will be presumptively available to all
17 members of the public, including the press, unless compelling reasons
18 supported by specific factual findings to proceed otherwise are made to the trial
19 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
20 (distinguishing “good cause” showing for sealing documents produced in
21 discovery from “compelling reasons” standard when merits-related documents
22 are part of court record). Accordingly, the terms of this protective order do not
23 extend beyond the commencement of the trial.

24 7. DESIGNATING PROTECTED MATERIAL

25 7.1 Exercise of Restraint and Care in Designating Material for
26 Protection. Each Party or Non-Party that designates information
27 or items for protection under this Order must take care to limit any such
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1 designation to specific material that qualifies under the appropriate standards.
2 The Designating Party must designate for protection only those parts of
3 material, documents, items or oral or written communications that qualify so
4 that other portions of the material, documents, items or communications for
5 which protection is not warranted are not swept unjustifiably within the ambit
6 of this Order.

7 Mass, indiscriminate or routinized designations are prohibited.

8 Designations that are shown to be clearly unjustified or that have been made
9 for an improper purpose (e.g., to unnecessarily encumber the case development
10 process or to impose unnecessary expenses and burdens on other parties) may
11 expose the Designating Party to sanctions.

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

16
17 7.2 Manner and Timing of Designations. Except as otherwise
18 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
19 Discovery Material that qualifies for protection under this Order must be
20 clearly so designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

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

1 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

23 7.3 Inadvertent Failures to Designate. If timely corrected, an
24 inadvertent failure to designate qualified information or items does not,
25 standing alone, waive the Designating Party's right to secure protection under
26 this Order for such material. Upon timely correction of a designation, the
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1 Receiving Party must make reasonable efforts to assure that the material is
2 treated in accordance with the provisions of this Order.

3 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37-1 et seq.

9 8.3 Joint Stipulation. Any challenge submitted to the Court shall be
10 via a joint stipulation pursuant to Local Rule 37-2.

11 8.4 The burden of persuasion in any such challenge proceeding shall
12 be on the Designating Party. Frivolous challenges, and those made for an
13 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
14 on other parties) may expose the Challenging Party to sanctions. Unless the
15 Designating Party has waived or withdrawn the confidentiality designation, all
16 parties shall continue to afford the material in question the level of protection
17 to which it is entitled under the Producing Party's designation until the Court
18 rules on the challenge.
19

20 9. ACCESS TO AND USE OF PROTECTED MATERIAL

21 9.1 Basic Principles. A Receiving Party may use Protected Material
22 that is disclosed or produced by another Party or by a Non-Party in connection
23 with this Action only for prosecuting, defending or attempting to settle this
24 Action. Such Protected Material may be disclosed only to the categories of
25 persons and under the conditions described in this Order. When the Action has
26 been terminated, a Receiving Party must comply with the provisions of section
27 15 below (FINAL DISPOSITION).
28

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

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

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

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

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

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

10 (i) any mediators or settlement officers and their supporting
11 personnel, mutually agreed upon by any of the parties engaged in settlement
12 discussions.

13 9.3 DISCLOSURE OF “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” INFORMATION OR ITEMS

15 Unless otherwise ordered by the court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item
17 designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
18 only to:

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

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

25 (c) the court and its personnel;

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1 (d) private court reporters and their staff to whom disclosure is
2 reasonably necessary for this Action and who have signed the “Acknowledge
3 and Agreement to Be Bound” (Exhibit A);

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

8 (f) the author or receipt of a document containing the information or
9 a custodian or other person who otherwise possessed or knew the information;
10 and

11 (g) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
14 PRODUCED IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other
16 litigation that compels disclosure of any information or items designated in this
17 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEY’S EYES ONLY,” that Party must:

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

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

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected. If
27 the Designating Party timely seeks a protective order, the Party served with the
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1 subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” before a determination by the court from
4 which the subpoena or order issued, unless the Party has obtained the
5 Designating Party’s permission. The Designating Party shall bear the burden
6 and expense of seeking protection in that court of its confidential material and
7 nothing in these provisions should be construed as authorizing or encouraging
8 a Receiving Party in this Action to disobey a lawful directive from another
9 court.

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

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

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

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

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

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

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

14 (d) In the event a Party subpoenas a Non-Party to produce
15 information or documents in this Action, and another Party claims that the
16 information or documents subpoenaed or produced by the Non-Party is
17 confidential, that other Party (the Designating Party) may designate such
18 information or documents as CONFIDENTIAL Information. The
19 Designating Party may so designate by informing all other Parties of the
20 particular documents, or reasonably-defined categories of documents,
21 subpoenaed or produced that it considers to contain CONFIDENTIAL
22 Information. That designation must occur when the Designating Party first
23 becomes aware that its confidential information is being subpoenaed or
24 produced, but in no event later than five (5) business days after the Designating
25 Party receives a copy of any information or documents produced pursuant to
26 the subpoena.
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1 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
2 MATERIAL

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

12 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
13 OTHERWISE PROTECTED MATERIAL

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

25 14. MISCELLANEOUS

26 14.1 Right to Further Relief. Nothing in this Order abridges the right of
27 any person to seek its modification by the Court in the future.
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1 14.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object
3 to disclosing or producing any information or item on any ground not
4 addressed in this Stipulated Protective Order. Similarly, no Party waives any
5 right to object on any ground to use in evidence of any of the material covered
6 by this Protective Order.

7 14.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Local Civil Rule 79-5. Protected
9 Material may only be filed under seal pursuant to a court order authorizing the
10 sealing of the specific Protected Material. If a Party's request to file Protected
11 Material under seal is denied by the court, then the Receiving Party may file
12 the information in the public record unless otherwise instructed by the court.

13 15. FINAL DISPOSITION

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

6 16. VIOLATION

7 Any violation of this Order may be punished by appropriate measures
8 including, without limitation, contempt proceedings and/or monetary
9 sanctions.
10

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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13
14 DATED: October 13, 2020

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17 _____
18 JOHN D. EARLY
19 United States Magistrate Judge
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1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

3 I hereby acknowledge that I, _____ [*name*],

4 _____ [*position and employer*], am about to

5 receive documents or items designated as “CONFIDENTIAL” (“Protected

6 Documents”) supplied in connection with Dongyuan Li et al. v. City of Santa Ana

7 et al., Case No. 8:20-cv-00068-JLS-JDE. I certify that I understand that the

8 Protected Documents are provided to me subject to the terms and restrictions of the

9 First Amended Protective Order (“Protective Order”) in the case. I have been given

10 a copy of the Protective Order; I have read it; and I agree to be bound by its terms.

11 I understand that Protected Documents, including any notes or other records
12 that may be made regarding such materials, shall not be disclosed to anyone except
13 as expressly permitted by the Protective Order. I will not copy or use, except solely
14 for the purposes of this Action, any Protected Documents obtained pursuant to this
15 Protective Order, except as provided therein or otherwise ordered by the Court in
16 the Action.

17 I further understand that I am to retain all copies of all Protected Documents
18 provided to me in the case in a secure manner, and that all copies of such materials
19 are to remain in my personal custody until termination of my participation in this
20 case, whereupon the copies of such materials will be returned to counsel who
21 provided me with such materials.

22 I declare under penalty of perjury under the laws of the State of California
23 that the foregoing is true and correct. Executed this ___ day of _____,

24 20___, at _____ [*place*].

25 Signature: _____

26 Title: _____

27 Address: _____

28 Telephone Number: _____