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

VANESSA BRYANT, a California resident,

Plaintiff,

v.

COUNTY OF LOS ANGELES, a public entity; LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, a public entity; ALEX VILLANUEVA, as Sheriff of the County of Los Angeles and as an individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. 2:20-cv-09582-JFW-E

DISCOVERY DOCUMENT

~~PROPOSED~~ STIPULATED PROTECTIVE ORDER

Assigned to Hon. John F. Walter and Magistrate Judge Charles F. Eick

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal. Rather, this Court's Standing Order
13 (Dkt. 18) and Civil Local Rule 79-5 set forth the procedures that must be followed
14 and the standards that will apply when a party seeks permission from the court to
15 file material under seal.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve confidential personal data for which special
18 protection from public disclosure and from use for any purpose other than
19 prosecution of this action is warranted. Such confidential materials and information
20 may consist of, among other things, personal contact information of public figures,
21 personal medical information, graphic photos and/or recordings of deceased
22 individuals, and other confidential information otherwise generally unavailable to
23 the public, or which may be privileged or otherwise protected from disclosure under
24 state or federal statutes, court rules, case decisions, or common law. In addition,
25 although Plaintiff disagrees and reserves all rights, the County of Los Angeles
26 believes that certain personnel and administrative investigation files contain
27 confidential or official information and/or implicate third-party privacy rights.

28 Accordingly, to expedite the flow of information, to facilitate the prompt

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

10 2. DEFINITIONS

11 2.1 Action: *Vanessa Bryant v. County of Los Angeles, et al.*, Case No.
12 2:20-cv-09582-JFW-E.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored, or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or
20 Items: Extremely sensitive CONFIDENTIAL information (regardless of how it is
21 generated, stored, or maintained) or tangible things, the disclosure of which to
22 another Party or Non-Party would create a substantial risk of serious financial or
23 other injury that cannot be avoided by less restrictive means.

24 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
25 their support staff).

26 2.6 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

1 2.7 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.8 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.9 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
28 ONLY.”

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 2.17 Testimony: all depositions, declarations, or other testimony taken or
4 used in this Proceeding.

5 3. SCOPE

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

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

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final disposition shall be
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
18 or without prejudice; and (2) final judgment herein after the completion and
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
20 including the time limits for filing any motions or applications for extension of time
21 pursuant to applicable law.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items, or oral or written
28 communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

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

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

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

16 Designation in conformity with this Order requires:

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

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed ““CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” After the inspecting
3 Party has identified the documents it wants copied and produced, the Producing
4 Party must determine which documents, or portions thereof, qualify for protection
5 under this Order. Then, before producing the specified documents, the Producing
6 Party must affix the “CONFIDENTIAL legend” or the “AEO legend” to each page
7 that contains Protected Material. If only a portion or portions of the material on a
8 page qualifies for protection, the Producing Party also must clearly identify the
9 protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for Testimony given in depositions, that the Designating Party may
11 either:

12 (i) identify on the record, before the close of the deposition, all
13 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS’ EYES ONLY Testimony,
14 by specifying all portions of the Testimony that qualify as CONFIDENTIAL or
15 CONFIDENTIAL—ATTORNEYS’ EYES ONLY; and/or

16 (ii) provisionally designate on the record, before the close of the
17 deposition, the entirety of the Testimony at the deposition as CONFIDENTIAL or
18 CONFIDENTIAL—ATTORNEYS’ EYES ONLY, with the right to identify
19 specific portions of the Testimony as CONFIDENTIAL or CONFIDENTIAL—
20 ATTORNEYS’ EYES ONLY within 30 days following electronic receipt of an
21 electronic version of the deposition transcript. If the designating party does not
22 identify specific portions of the Testimony for designation within 30 days of
23 electronic receipt of an electronic version of the deposition transcript, the entirety of
24 the testimony shall be de-designated and no longer treated as CONFIDENTIAL or
25 CONFIDENTIAL—ATTORNEYS’ EYES ONLY.

26 In circumstances where portions of the deposition Testimony are
27 designated for protection, the transcript pages containing CONFIDENTIAL or
28 CONFIDENTIAL-ATTORNEYS’ EYES ONLY Information may be separately

1 bound by the court reporter, who must affix to the top of each page the legend
2 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” as
3 instructed by the Designating Party.

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

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

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges and designations, or those made for an
24 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
25 other parties) may expose the Challenging Party or Designating Party to sanctions.
26 Unless the Designating Party has waived or withdrawn the confidentiality
27 designation, all parties shall continue to afford the material in question the level of
28 protection to which it is entitled under the Producing Party’s designation until the

1 Court rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending, or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a
8 Receiving Party must comply with the provisions of section 13 below (FINAL
9 DISPOSITION).

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

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

17 (a) the Receiving Party’s Outside Counsel of Record in this Action
18 (including support staff and outside copying and data hosting providers) who are
19 directly assisting Outside Counsel of Record in the preparation of this Action for
20 trial;

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

23 (c) Plaintiff’s advisers;

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

27 (e) the court and its personnel;

28 (f) court reporters and their staff;

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

4 (h) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

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

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

17 7.3 Disclosure of “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
18 Information or Items. Unless otherwise ordered by the court or permitted in writing
19 by the Designating Party, a Receiving Party may disclose any information or item
20 designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action (including
22 support staff and outside copying and data hosting providers) who are directly
23 assisting Outside Counsel of Record in the preparation of this Action for trial;

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

27 (c) the court and its personnel;

28 (d) court reporters and their staff;

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

4 (f) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

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

15 (h) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” that
22 Party must:

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

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

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

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

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

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

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

27 (2) promptly provide the Non-Party with a copy of the Stipulated
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

1 specific description of the information requested; and

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

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

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 The production, whether inadvertent or otherwise, of any Discovery Material
24 which a party or third party later claims in good faith should not have been produced
25 because of a privilege, including but not limited to the attorney-client privilege or
26 work product doctrine (“Privileged Discovery Material”), will not be deemed to
27 have waived any privilege for the Privileged Discovery Material in this matter or
28 any other federal or state proceeding. If the Producing Party or third party notifies

1 the Receiving Party that Privileged Discovery Material has been produced, the
2 receiving party shall promptly destroy the Privileged Discovery Material or return
3 the Privileged Discovery Material to the Producing Party or third party. The
4 Receiving Party shall delete the Privileged Discovery Material (and all paper and
5 electronic copies) from any systems used to house the documents, including
6 document review databases, e-rooms, and any other location that stores the
7 documents. The Receiving Party may move the Court for an order compelling
8 production of the Privileged Discovery Material, which shall be filed under seal, and
9 the motion shall not assert as a ground for entering such an order the fact or
10 circumstances of the production. The Receiving Party may make no use of the
11 Privileged Discovery Material during any aspect of this matter or any other matter,
12 including in depositions or at trial, unless the documents are later designated by a
13 court as not privileged or protected. This Order shall be interpreted to provide the
14 maximum protection allowed by Federal Rule of Evidence 502(d), and other
15 applicable laws and regulations.

16 12. PHOTOS OF HUMAN REMAINS

17 Discovery in this matter may involve graphic photographs or video of human
18 remains. If any Party discovers photographs or video of human remains that are
19 responsive to a discovery request, the Party shall, in order to protect the dignity of
20 the deceased individual and the privacy of the deceased individual's family
21 members, meet and confer with all other parties prior to any production of such
22 material and reach agreement on an appropriate method for handling and producing
23 the material.

24 13. MISCELLANEOUS

25 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 13.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 13.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with the Court's Standing Order (Dkt. 18) and Civil
6 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
7 court order authorizing the sealing of the specific Protected Material at issue. If a
8 Party's request to file Protected Material under seal is denied by the court, then the
9 Receiving Party may file the information in the public record unless otherwise
10 instructed by the court.

11 14. FINAL DISPOSITION

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

1 Section 4 (DURATION).

2 15. Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8
9 DATED: November 25, 2020 MUNGER, TOLLES & OLSON LLP
10

11
12 By: /s/ Luis Li
13 LUIS LI
14 Attorneys for Plaintiff
15 VANESSA BRYANT

16 DATED: November 25, 2020 OFFICE OF THE COUNTY COUNSEL
17

18
19 By: /s/ Jonathan C. McCaverty
20 JONATHAN C. MCCAVERTY
21 Attorneys for Defendants
22 LOS ANGELES COUNTY SHERIFF'S
23 DEPARTMENT and SHERIFF ALEX
24 VILLANUEVA
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DATED: November 25, 2020 MILLER BARONDESS LLP

By: /s/ Louis R. Miller
LOUIS R. MILLER
Attorneys for Defendant
COUNTY OF LOS ANGELES

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 11/25/20 /S/ CHARLES F. EICK
Honorable Charles Eick
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Vanessa Bryant v. County of Los Angeles, et al.*, Case No.
2:20-cv-09582-JFW-E. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for the purpose of enforcing the terms of this Stipulated Protective Order, even if
such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____