

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Amber Widby v. County of Los Angeles, Eli Vera, Angela Carrasco,
and Does 1-20, inclusive

Widby · No. 2:25-cv-05648 DMG (JCx) · Decided January 16, 2026

SUMMARY

This document is a court-approved stipulated protective order in a federal civil rights action against the County of Los Angeles and individual defendants. It governs the designation, disclosure, use, challenge, filing under seal, return, and destruction of confidential discovery materials, including law-enforcement, correctional, medical, and personal information.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Jacqueline Chooljian
DECIDED	January 16, 2026
DOCKET	2:25-cv-05648 DMG (JCx)
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery material in this civil-rights action. The court entered the order as modified.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Amber Widby v. County of Los Angeles, Eli Vera, Angela Carrasco, Does 1-20, inclusive

TOPICS

- discovery dispute
- medical records privacy
- civil procedure
- civil rights
- municipal liability

PRACTICE AREAS

- civil procedure
- civil rights
- health law
- municipal law

QUESTIONS PRESENTED

1. Whether good cause supported entry of a stipulated protective order governing confidential discovery material.
2. What procedures and standards must govern designating, using, challenging, filing, and disposing of protected material.
3. Whether the protective order could permit filing confidential material under seal without a separate court order and the required showing under applicable sealing rules.

HOLDINGS

1. Good cause supported entry of a protective order limiting disclosure and use of qualifying confidential discovery material in the litigation.
2. Confidentiality designations must be limited to material that qualifies for protection; blanket, mass, indiscriminate, or tactical designations are not permitted.
3. The protective order does not itself authorize filing confidential material under seal; a party must comply with Local Rule 79-5 and obtain a court order supported by the applicable good-cause or compelling-reasons showing.
4. A party or nonparty may challenge a confidentiality designation through the procedures specified in the order, and the designating party bears the burden of persuasion unless the designation is withdrawn or waived.

KEY QUOTATIONS

“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (at 2)

“The parties’ mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.” (at 2)

FACTUAL BACKGROUND

The action concerns events at Plaintiff’s residence in 2024, followed by her arrest, detention, medical treatment, housing at the Century Regional Detention Facility, and transfers to other facilities. Discovery is expected to include body-worn-camera recordings, dispatch and incident reports, operational details concerning Los Angeles County Sheriff’s Department responses, protective sweeps, probation information, jail-security materials, and personal health and medication records. The parties sought confidentiality protections for information involving Plaintiff, witnesses, third parties, medical personnel, and detainees.

PROCEDURAL HISTORY

Plaintiff brought a civil-rights action alleging, among other claims, unreasonable seizure, unlawful search, civil-rights conspiracy, failure to intervene, deliberate indifference to serious medical needs, and municipal liability. Anticipating discovery involving body-worn-camera footage, law-enforcement records, jail and medical records,

personal information, and security materials, the parties submitted a stipulated protective order. The court found good cause and ordered the protective order entered as modified.

DISPOSITION

other

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006)
- Phillips ex rel. Estates of Byrd v. General Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002)
- Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)
- Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 WESTERN DIVISION 11 AMBER WIDBY, an individual; CASE NO. 2:25-
cv-05648 DMG (JCx) 12 [Assigned to Hon. Dolly M. Gee in 13 Plaintiff, Courtroom 8C] 14 vs.
STIPULATED PROTECTIVE 15 ORDER 16 COUNTY OF LOS ANGELES, a California public
entity; ELI [CHANGES MADE BY COURT TO 17 VERA, an individual; ANGELA
PARAGRAPHS 3, 8, 9.3 &13] 18 CARRASCO, an individual; and DOES 1-20, inclusive; 19 20
Defendants.

21 1. INTRODUCTION 22 1.1 Purposes and Limitations. This civil rights action alleges, 23
among other claims, an unreasonable seizure, an unlawful search, a 24 conspiracy to violate civil
rights, failure to intervene, deliberate indifference 25 to serious medical needs while in custody,
and municipal liability against 26 the County of Los Angeles and individual Los Angeles County
Sheriff's 27 1 2024 at Plaintiff's residence, Plaintiff's subsequent arrest and detention, 2 and her
medical treatment and housing in the Century Regional Detention 3 Facility (Lynwood Jail) and
transfer to other facilities.

Discovery in this 4 action is likely to involve production of confidential, proprietary, or private 5
information for which special protection from public disclosure and from use 6 for any purpose
other than prosecuting this litigation may be warranted. 7 Accordingly, the parties hereby stipulate
to and petition the court to enter 8 the following Stipulated Protective Order.

The parties acknowledge that 9 this Order does not confer blanket protections on all disclosures or
10 responses to discovery and that the protection it affords from public 11 disclosure and use
extends only to the limited information or items that are 12 entitled to confidential treatment under
the applicable legal principles.

The 13 parties further acknowledge, as set forth in Section 12.3 (Filing Protected 14 Material), below, that this Stipulated Protective Order does not entitle 15 them to file confidential information under seal; Civil Local Rule 79-5 sets 16 forth the procedures that must be followed and the standards that will be 17 applied when a party seeks permission from the Court to file material under 18 seal.

19 1.2 Good Cause Statement. 20 This action is likely to involve body-worn camera recordings, 21 dispatch/incident reports, operational details concerning Los Angeles 22 Sheriff's Department ("LASD") response, protective sweeps, personal data 23 of civilians, Plaintiff's probation information, Plaintiff's correctional health 24 and jail security materials, including but not limited to Plaintiff's personal 25 health information, medication records, medication administration records, 26 and Correctional Health Services' ("CHS") policies/protocols regarding 27 inmate medical care and medication handling within secured facilities, and 1 limited to witnesses and third parties identified in the pleadings, incident 2 reports, family members, medical staff, and other detainees, whose names, 3 contact information, and statements may appear in records and videos for 4 which special protection from public disclosure and from use for any 5 purpose other than prosecution of this action is warranted.

Such 6 confidential and proprietary materials and information consist of, among 7 other things, information implicating privacy rights of third parties, 8 information otherwise generally unavailable to the public, or which may be 9 privileged or otherwise protected from disclosure under state or federal 10 statutes, court rules, case decisions, or common law.

Accordingly, to 11 expedite the flow of information, to facilitate the prompt resolution of 12 disputes over confidentiality of discovery materials, to adequately protect 13 information the parties are entitled to keep confidential, to ensure that the 14 parties are permitted reasonable necessary uses of such material in 15 preparation for and in the conduct of trial, to address their handling at the 16 end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the parties that 17 information will not be designated as confidential for tactical reasons and 18 that nothing be so designated without a good faith belief that it has been 19 maintained in a confidential, non-public manner, and there is good cause 20 why it should not be part of the public record of this case. 21 1.3 Acknowledgment of Procedure for Filing Under Seal.

The 22 parties further acknowledge, as set forth in Section 12.3, below, that this 23 Stipulated Protective Order does not entitle them to file confidential 24 information under seal; Local Rule 79-5 sets forth the procedures that must 25 be followed and the standards that will be applied when a party seeks 26 permission from the court to file material under seal.

27 1 There is a strong presumption that the public has a right of access to 2 judicial proceedings and records in civil cases. In connection with non- 3 dispositive motions, good cause must be shown to support a filing under 4 seal. See *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176 5 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 6 1206, 1210–11 (9th Cir.

2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 7 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require 8 good cause showing), and a specific showing of good cause or compelling 9 reasons with proper evidentiary support and legal justification, must be 10 made with respect to Protected Material that a party seeks to file under 11 seal.

The parties' mere designation of Disclosure or Discovery Material as 12 CONFIDENTIAL does not—without the submission of competent evidence 13 by declaration, establishing that the material sought to be filed under seal 14 qualifies as confidential, privileged, or otherwise protectable—constitute 15 good cause. 16 Further, if a party requests sealing related to a dispositive motion or 17 trial, then compelling reasons, not only good cause, for the sealing must be 18 shown, and the relief sought shall be narrowly tailored to serve the specific 19 interest to be protected.

See *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 20 677–79 (9th Cir. 2010). For each item or type of information, document, or 21 thing sought to be filed or introduced under seal in connection with a 22 dispositive motion or trial, the party seeking protection must articulate 23 compelling reasons, supported by specific facts and legal justification, for 24 the requested sealing order.

Again, competent evidence supporting the 25 application to file documents under seal must be provided by declaration. 26 Any document that is not confidential, privileged, or otherwise 27 protectable in its entirety will not be filed under seal if the confidential 1 version for public viewing, omitting only the confidential, privileged, or 2 otherwise protectable portions of the document, shall be filed.

Any 3 application that seeks to file documents under seal in their entirety should 4 include an explanation of why redaction is not feasible. 5 2. DEFINITIONS 6 2.1 Action: refers to *Amber Widby v. County of Los Angeles, et al.*, 7 United States District Court, Central District, Case No.: 2:24-cv-05648 8 DMG (JCx), and any appeals through FINAL DISPOSITION. 9 2.2 Challenging Party: a Party or Non-Party that challenges the 10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information 12 (regardless of how it is generated, stored or maintained) or tangible things 13 that qualify for protection under Rule 26(c) of the Federal Rules of Civil 14 Procedure, and as specified above in the Good Cause Statement. 15 2.4 Counsel: Outside Counsel of Record and House Counsel (as 16 well as their support staff).

17 2.5 Designating Party: a Party or Non-Party that designates 18 information or items that it produces in disclosures or in responses to 19 discovery as “CONFIDENTIAL.” 20 2.6 Disclosure or Discovery Material: all items or information, 21 regardless of the medium or manner in which it is generated, stored, or 22 maintained (including, among other things, testimony, transcripts, and 23 tangible things), that are produced or generated in disclosures or responses 24 to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a 26 matter pertinent to the litigation who has been retained by a Party or its 27 counsel to serve as an expert witness or as a consultant in this Action. 1 2.8 Final Disposition: the later of (1) dismissal of all claims and 2 defenses in this Action, with or without prejudice; and (2) final judgment 3 herein after the completion and exhaustion of all appeals, rehearings, 4 remands, trials, or reviews of this Action, including the time limits for filing 5 any motions or applications for extension of time pursuant to applicable 6 law.

7 2.9 In-House Counsel: attorneys who are employees of a party to 8 this Action. In-House Counsel does not include Outside Counsel of Record 9 or any other outside counsel. 10 2.10 Non-Party: any natural person, partnership, corporation, 11 association, or other legal entity not named as a Party to this action. 12 2.11 Outside Counsel of Record: attorneys who are not employees of 13 a party to this Action but are retained to represent or advise a party to this 14 Action and have appeared in this Action on behalf of that party or are 15 affiliated with a law firm which has appeared on behalf of that party, and 16 includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, 18 directors, employees, consultants, retained experts, and Outside Counsel of 19 Record (and their support staffs). 20 2.13 Producing Party: a Party or Non-Party that produces Disclosure 21 or Discovery Material in this Action. 22 2.14 Professional Vendors: persons or entities that provide litigation- 23 support services (e.g., photocopying, videotaping, translating, preparing 24 exhibits or demonstrations, and organizing, storing, or retrieving data in 25 any form or medium) and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is 27 designated as “CONFIDENTIAL.” 1 2.16 Receiving Party: a Party that receives Disclosure or Discovery 2 Material from a Producing Party. 3 3. SCOPE 4 The protections conferred by this Stipulation and Order cover not 5 only Protected Material (as defined above), but also (1) any information 6 copied or extracted from Protected Material; (2) all copies, excerpts, 7 summaries, or compilations of Protected Material; and (3) any testimony, 8 conversations, or presentations by Parties or their Counsel that might 9 reveal Protected Material other than during a court hearing or at trial.

10 Any use of Protected Material during a court hearing or at trial shall 11 be governed by the orders of the presiding judge. This Stipulated 12 Protective Order does not govern the use of

Protected Material during a 13 court hearing or at trial. 14 4. DURATION 15 Even after Final
Disposition of this litigation, the confidentiality 16 obligations imposed by this Stipulated
Protective Order shall remain in 17 effect until a Designating Party agrees otherwise in writing or
a court order 18 otherwise directs.

Final disposition shall be deemed to be the later of (1) 19 dismissal of all claims and defenses in
this Action, with or without 20 prejudice; and (2) final judgment herein after the completion and
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this 22 Action, including the
time limits for filing any motions or applications for 23 extension of time pursuant to applicable
law.

24 5. DESIGNATING PROTECTED MATERIAL 25 5.1 Exercise of Restraint and Care in
Designating Material for 26 Protection. Each Party or Non-Party that designates information or
items 27 for protection under this Order must take care to limit any such designation 1 Designating
Party must designate for protection only those parts of 2 material, documents, items, or oral or
written communications that qualify 3 so that other portions of the material, documents, items, or
communications 4 for which protection is not warranted are not swept unjustifiably within the 5
ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. 7 Designations that are shown to
be clearly unjustified or that have been 8 made for an improper purpose (e.g., to unnecessarily
encumber the case 9 development process or to impose unnecessary expenses and burdens on 10
other parties) may expose the Designating Party to sanctions. 11 If it comes to a Designating
Party's attention that information or 12 items that it designated for protection do not qualify for
protection, that 13 Designating Party must promptly notify all other Parties that it is 14
withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise 16 provided in this Stipulated
Protective Order (see, e.g., second paragraph of 17 section 5.2(a) below), or as otherwise
stipulated or ordered, Disclosure or 18 Discovery Material that qualifies for protection under this
Stipulated 19 Protective Order must be clearly so designated before the material is 20 disclosed or
produced.

21 Designation in conformity with this Stipulated Protective Order 22 requires: 23 (a) for
information in documentary form (e.g., paper or electronic 24 documents, but excluding
transcripts of depositions or other pretrial or 25 trial proceedings), that the Producing Party affix at
a minimum, the legend 26 "CONFIDENTIAL" to each page that contains protected material.

If only 27 a portion or portions of the material on a page qualifies for protection, the 1 Producing
Party also must clearly identify the protected portion(s) (e.g., by 2 making appropriate markings in
the margins). 3 A Party or Non-Party that makes original documents available for 4 inspection

need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced.

During the inspection and before the designation, all of the material made available for inspection shall be deemed CONFIDENTIAL. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order.

Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the "CONFIDENTIAL" legend.

If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s). 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the court's Scheduling Order. 6 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq. 10 6.3 Joint Stipulation. If the Designating Party persists in designating the document or other material in question as Confidential, the objecting party may move the Court for an order removing or replacing the "Confidential" designation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

15 6.4 Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level

of protection to which 22 it is entitled under the Producing Party's designation until the court rules 23 on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL 25 7.1 Basic Principles. A Receiving Party may use Protected Material 26 that is disclosed or produced by another Party or by a Non-Party in 27 connection with this Action only for prosecuting, defending, or attempting 1 categories of persons and under the conditions described in this Order. 2 When the Action reaches a Final Disposition, a Receiving Party must 3 comply with the provisions of section 13 below.

4 Protected Material must be stored and maintained by a Receiving 5 Party at a location and in a secure manner that ensures that access is 6 limited to the persons authorized under this Stipulated Protective Order. 7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 8 otherwise ordered by the court or permitted in writing by the Designating 9 Party, a Receiving Party may disclose any information or item designated 10 "CONFIDENTIAL" only: 11 (a) to the Receiving Party's Outside Counsel of Record in this 12 Action, as well as employees of said Outside Counsel of Record to whom it 13 is reasonably necessary to disclose the information for this Action; 14 (b) to the officers, directors, and employees (including House 15 Counsel) of the Receiving Party to whom disclosure is reasonably necessary 16 for this Action; 17 (c) to Experts (as defined in this Order) of the Receiving Party to 18 whom disclosure is reasonably necessary for this Action and who have 19 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 20 (d) to the court and its personnel; 21 (e) to court reporters and their staff; 22 (f) to professional jury or trial consultants, mock jurors, and 23 Professional Vendors to whom disclosure is reasonably necessary for this 24 Action and who have signed the "Acknowledgment and Agreement to Be 25 Bound" (Exhibit A); 26 (g) to the author or recipient of a document containing the 27 information or a custodian or other person who otherwise possessed or 1 (h) during their depositions, to witnesses, and attorneys for 2 witnesses, in the Action to whom disclosure is reasonably necessary, 3 provided: (1) the deposing party requests that the witness sign the 4 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and (2) the 5 witness will not be permitted to keep any confidential information unless 6 they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), 7 unless otherwise agreed by the Designating Party or ordered by the court.

8 Pages of transcribed deposition testimony or exhibits to depositions that 9 reveal Protected Material may be separately bound by the court reporter 10 and may not be disclosed to anyone except as permitted under this 11 Stipulated Protective Order; and 12 (i) to any mediator or settlement officer, and their supporting 13 personnel, mutually agreed upon by any of the parties engaged in 14 settlement discussions.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 16 PRODUCED IN OTHER LITIGATION 17 If a Party is served with a subpoena or a court order issued in other 18 litigation

that compels disclosure of any information or items designated 19 in this Action as “CONFIDENTIAL,” that Party must: 20 (a) promptly notify in writing the Designating Party. Such 21 notification shall include a copy of the subpoena or court order; 22 (b) promptly notify in writing the party who caused the subpoena 23 or order to issue in the other litigation that some or all of the material 24 covered by the subpoena or order is subject to this Protective Order.

Such 25 notification shall include a copy of this Stipulated Protective Order; and 26 (c) cooperate with respect to all reasonable procedures sought to be 27 pursued by the Designating Party whose Protected Material may be 1 If the Designating Party timely seeks a protective order, the Party 2 served with the subpoena or court order shall not produce any information 3 designated in this action as “CONFIDENTIAL” before a determination by 4 the court from which the subpoena or order issued, unless the Party has 5 obtained the Designating Party’s permission or unless otherwise required 6 by the law or court order.

The Designating Party shall bear the burden 7 and expense of seeking protection in that court of its confidential material 8 and nothing in these provisions should be construed as authorizing or 9 encouraging a Receiving Party in this Action to disobey a lawful directive 10 from another court. 11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 12 PRODUCED IN THIS LITIGATION 13 9.1 Application.

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

19 9.2 Notification. In the event that a Party is required, by a valid 20 discovery request, to produce a Non-Party’s confidential information in its 21 possession, and the Party is subject to an agreement with the Non-Party 22 not to produce the Non-Party’s confidential information, then the Party 23 shall: 24 (a) 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 (b) make the information requested available for inspection by the 1 9.3 Conditions of Production.

If the Non-Party fails to seek a 2 protective order from this court within 14 days of receiving the notice and 3 accompanying information, the Receiving Party may produce the Non- 4 Party’s confidential information responsive to the discovery request. If the 5 Non-Party timely seeks a protective order, the Receiving Party shall not 6 produce any information in its possession or control that is subject to the 7 confidentiality agreement with the Non-Party before a determination by the 8 court unless otherwise required by the law or court order.

Absent a court 9 order to the contrary, the Non-Party shall bear the burden and expense of 10 seeking protection in this court of its Protected Material. 11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED 12 MATERIAL 13 If a Receiving Party learns that, by inadvertence or otherwise, it has 14 disclosed Protected Material to any person or in any circumstance not 15 authorized under this Stipulated Protective Order, the Receiving Party 16 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all 17 unauthorized copies of the Protected Material, (c) inform the person or 18 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 20 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR 22 OTHERWISE PROTECTED MATERIAL 23 When a Producing Party gives notice to Receiving Parties that 24 certain inadvertently produced material is subject to a claim of privilege or 25 other protection, the obligations of the Receiving Parties are those set forth 26 in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure.

This provision 27 1 discovery order that provides for production without prior privilege review. 2 Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, insofar 3 as the parties reach an agreement on the effect of disclosure of a 4 communication or information covered by the attorney-client privilege or 5 work product protection, the parties may incorporate their agreement in 6 the stipulated protective order submitted to the court.

7 12. MISCELLANEOUS 8 12.1 Right to Further Relief. Nothing in this Stipulated Protective 9 Order abridges the right of any person to seek its modification by the court 10 in the future. 11 12.2 Right to Assert Other Objections. By stipulating to the entry of 12 this Stipulated Protective Order no Party waives any right it otherwise 13 would have to object to disclosing or producing any information or item on 14 any ground not addressed in this Stipulated Protective Order.

Similarly, 15 no Party waives any right to object on any ground to use in evidence of any 16 of the material covered by this Stipulated Protective Order. 17 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected 18 Material may only be filed under seal pursuant to a court order authorizing 19 the sealing of the specific Protected Material at issue.

If a Party's request 20 to file Protected Material under seal is denied by the court, then the 21 Receiving Party may file the information in the public record unless 22 otherwise instructed by the court. 23 13. FINAL DISPOSITION 24 After the Final Disposition of this Action, as defined in paragraphs 25 2.8 & 4, within 60 days of a written request by the Designating Party, each 26 Receiving Party must return all Protected Material to the Producing Party 27 1 Material” includes

all copies, abstracts, compilations, summaries, and any 2 other format reproducing or capturing any of the Protected Material.

3 Whether the Protected Material is returned or destroyed, the Receiving 4 Party must submit a written certification to the Producing Party (and, if 5 not the same person or entity, to the Designating Party) by the 60 day 6 deadline that (1) identifies (by category, where appropriate) all the 7 Protected Material that was returned or destroyed and (2) affirms that the 8 Receiving Party has not retained any copies, abstracts, compilations, 9 summaries or any other format reproducing or capturing any of the 10 Protected Material.

Notwithstanding this provision, Counsel is entitled to 11 retain an archival copy of all pleadings, motion papers, trial, deposition, 12 and hearing transcripts, legal memoranda, correspondence, deposition and 13 trial exhibits, expert reports, attorney work product, and consultant and 14 expert work product, even if such materials contain Protected Material.

15 Any such archival copies that contain or constitute Protected Material 16 remain subject to this Protective Order as set forth in Section 4 (DURATION). 17 18 14. VIOLATION Any violation of this Stipulated Protective Order may be punished by 19 any and all appropriate measures including, without limitation, contempt 20 proceedings and/or monetary sanctions.

21 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 2 3 DATED: January 13, 2026 POINTER & BUELNA, LLP 4 /s/ Michael A. Slater 5 _____ Adante D. Pointer, Esq. 6 Patrick M. Buelna, Esq. 7 Michael A. Slater, Esq. Attorneys for Plaintiff, Amber Widby 8 9 DATED: January 13, 2026 COLLINS + COLLINS LLP 10 /s/ Robert C. Leiford, III 11 _____ 12 Tomas A. Guterres, Esq.

Robert C. Leiford III, Esq. 13 Attorneys for Defendants, County of Los 14 Angeles, et al.) 15 16 17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED 18 AS MODIFIED. 19 20 DATED: January 16, 2026 _____/s/_____ 21 HONORABLE JACQUELINE CHOOLJIAN United States Magistrate Judge 22 23 24 25 26 27 1 EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 2 I, _____ [print or type full name], of 3 _____ [print or type full address], declare under penalty of 4 perjury that I have read in its entirety and understand the Stipulated 5 6 Protective Order (“Order”) that was issued by the United States District 7 Court for the Central District of California on January 16, 2026 the 8 case of Amber Widby v. County of Los Angeles, et al. Case No.: 2:25-cv- 9 05648 DMG (JCx).

I agree to comply with and to be bound by all the terms 10 of this Order and I understand and acknowledge that failure to so comply 11 could expose me to sanctions and punishment in the nature of contempt. I 12 solemnly promise that I will not disclose in any manner any information

or 13 item that is subject to this Order to any person or entity except in strict 14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States 16 District Court for the Central District of California for the purpose of 17 enforcing the terms of this Order, even if such enforcement proceedings 18 occur after termination of this action. I hereby appoint 19 _____ [print or type full name] of _____ [print 20 or type full address and telephone number] as my California agent for 21 service of process in connection with this action or any proceedings related 22 to enforcement of this Order.

23 Date: _____ 24 25 C an it d y s a ig n n d e S d t: a te where sworn
_____ 26 Printed name: _____ 27
Signature: _____