

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Calamco v. J.R. Simplot Co.

No. 2:21-cv-01201-KJM-CSK (E.D. Cal. June 24, 2025) · No. 2:21-cv-01201-KJM-CSK · Decided June 24, 2025

SUMMARY

The United States District Court for the Eastern District of California granted in part and denied in part J.R. Simplot Company’s motion to retain Outside Counsels’ Eyes Only confidentiality designations under the parties’ amended stipulated protective order. The court upheld heightened protection for specified supply-agreement, sales, pricing, margin, deposition, and expert-report information, but ordered partial redaction and disclosure of nonconfidential portions of the Simplot-Helm agreement. The court also ordered revised redacted versions of affected deposition transcripts and expert reports if necessary.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Chi Soo Kim
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 24, 2025
DOCKET	2:21-cv-01201-KJM-CSK
DISPOSITION	other
PROCEDURAL POSTURE	Defendant and Counterclaimant J.R. Simplot Company moved to reconsider the denial of its motion to retain confidentiality under an amended stipulated protective order. The court reconsidered the prior timeliness ruling and then addressed whether specified materials should retain an Outside Counsels’ Eyes Only designation rather than a Confidential designation.
STANDARD OF REVIEW	The court applied the two-step analysis for retaining confidentiality designations under a stipulated protective order: determine whether particularized harm would result from disclosure, then balance public and private interests; if protection is warranted, consider whether redaction permits disclosure.
PRECEDENTIAL VALUE	Unknown

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QUESTIONS PRESENTED

1. Whether Simplot demonstrated particularized harm sufficient to retain an Outside Counsels' Eyes Only designation for the disputed commercial information.
2. Whether the private and public interests favored continued protection after balancing the applicable factors.
3. Whether redaction could permit disclosure of any of the designated materials.
4. Whether trial-related confidentiality and due-process issues were properly before the court on the motion to retain confidentiality.

HOLDINGS

1. Even though the parties stipulated that the disputed information qualified for Confidential protection, the court applied the two-step analysis for retaining an Outside Counsels' Eyes Only designation: particularized harm from disclosure, followed by balancing of public and private interests, with redaction considered if protection is warranted.
2. Simplot sufficiently established that disclosure of the nonpublic terms of its Helm supply agreement and its UAN32 sales, pricing, margin, and customer data would cause competitive harm.
3. The private interests in protecting the disputed information outweighed the public interests, supporting retention of the Outside Counsels' Eyes Only designation for the highly confidential material.
4. The Helm supply agreement had to be partially redacted to permit disclosure of nonconfidential provisions, while the two spreadsheets containing sales, pricing, and margin data could remain entirely designated Outside Counsels' Eyes Only.
5. Trial-related confidentiality, public-access, and due-process issues were not properly before the court on the motion to retain confidentiality and were declined without resolution.

KEY QUOTATIONS

"The party opposing disclosure has the burden of proving 'good cause,' which requires a showing 'that specific prejudice or harm will result' if the protective order is not granted." (at 3)

"In balancing all the factors, the Court concludes that the private interests in protection outweigh the public interests." (at 9)

"Some portions are clearly highly confidential (e.g., Attachment A and other provisions related to pricing, margins, and calculations)." (at 9)

FACTUAL BACKGROUND

Simplot designated its supply agreement with Helm Fertilizer Corporation, UAN32 sales, pricing, and margin spreadsheets, and related deposition and expert-report material as Outside Counsels' Eyes Only. The information included nonpublic cost, pricing, profit-margin, sales, and customer-specific data, and the Helm agreement contained a confidentiality provision. Calamco agreed that the information warranted protection as Confidential but challenged the heightened designation that prevented disclosure to Calamco's in-house counsel, officers, directors, and employees.

PROCEDURAL HISTORY

The parties first submitted and received approval of a stipulated protective order in 2023, followed by an amended order in December 2024 that added an Outside Counsels' Eyes Only tier. Simplot designated certain agreements, spreadsheets, deposition testimony, and expert-report excerpts under that tier. After an earlier motion was denied as untimely and reconsideration was granted, the court conducted an in-camera review and ruled on the confidentiality designations, granting protection in part and requiring redactions and revised redacted materials.

DISPOSITION

other

CASES CITED

- In re Roman Cath. Archbishop of Portland in Oregon, 661 F.3d 417, 424-25 (9th Cir. 2011)
- Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1130, 1136-37 (9th Cir. 2003)
- Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1211 n.1 (9th Cir. 2002)
- Glenmede Trust Co. v. Thompson, 56 F.3d 476, 483 (3d Cir. 1995)
- Cool Runnings Int'l Inc. v. Gonzalez, 2021 WL 5331453, at *7 (E.D. Cal. 2021)
- Cutera, Inc. v. Lutronic Aesthetics, Inc., 444 F. Supp. 3d 1198, 1206 (E.D. Cal. 2020)
- Argo Grp. US, Inc. v. Prof'l Governmental Underwriters, Inc., 2013 WL 11327772, at *2 (C.D. Cal. Dec. 6, 2013)

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