

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Faubel v. Portfolio Recovery Associates, LLC

Faubel · No. 1:25-cv-00313-KES-EPG · Decided May 13, 2025

SUMMARY

The United States District Court for the Eastern District of California partially granted Defendant’s motion for entry of a protective order. The court limited the definition of confidential information to specified categories, including trade secrets, confidential personal, financial, business, and competitive information, and clarified that the protective order could not override the court’s rules or established procedures.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	May 13, 2025
DOCKET	1:25-cv-00313-KES-EPG
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for entry of a protective order, representing that the parties had agreed to it. The court granted the motion in part and modified the proposed order.
PRECEDENTIAL VALUE	unpublished

TOPICS

- discovery dispute
- civil procedure
- commercial litigation

PRACTICE AREAS

- civil procedure
- commercial litigation

QUESTIONS PRESENTED

- Whether the proposed protective order adequately described the types of information eligible for confidential treatment under Local Rule 141(c)(1).
- Whether a protective order may bind the court or permit the parties to bypass the court's established practices and rules.

HOLDINGS

1. A protective order may not define confidential information solely by reference to information that the parties believe qualifies for protection under Federal Rule of Civil Procedure 26(c); the order must describe in general terms the types of information eligible for protection. The court therefore limited the definition to the categories identified in the motion.
2. A protective order does not bind the court or court personnel, and the court's established practices and rules govern if the protective order conflicts with them.

KEY QUOTATIONS

“A description of the types of information eligible for protection under the order, with the description provided in general terms sufficient to reveal the nature of the information (e.g., customer list, formula for soda, diary of a troubled child).” (1)

“a protective order may not bind the Court or its personnel.” (2)

FACTUAL BACKGROUND

Defendant submitted a proposed protective order that defined confidential information as information or tangible things qualifying for protection under Federal Rule of Civil Procedure 26(c). The court found that this definition did not identify the types of information subject to protection as required by Local Rule 141(c)(1), although the motion identified categories including trade secrets and confidential, personal, financial, business, and competitive information.

PROCEDURAL HISTORY

Plaintiff brought the action individually and on behalf of others similarly situated. Defendant sought a protective order during the litigation, and the district court reviewed and partially approved the proposed order.

DISPOSITION

other

CASES CITED

- Rangel v. Forest River, Inc., No. EDCV 17-0613 JFW (SS), 2017 WL 2825922, at *2 (C.D. Cal. June 29, 2017)

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 EASTERN DISTRICT OF CALIFORNIA
9 10 YOLANDA FAUBEL, individually and on Case No. 1:25-cv-00313-KES-EPG behalf of
others similarly situated, 11 Plaintiff, 12 ORDER GRANTING, IN PART, MOTION v. FOR
PROTECTIVE ORDER 13 PORTFOLIO RECOVERY (ECF No. 12) 14 ASSOCIATES, LLC, 15

Defendant. 16 17 This matter is before the Court on Defendant’s motion for entry of a protective order, 18 which Defendant states “has been agreed to by the parties.” (ECF No. 12, p. 3).

Upon review, the 19 Court will grant the motion in part. The Court finds the proposed protective order acceptable in most respects. However, the 20 parties define confidential information or items to mean “information (regardless of how it is 21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule 22 of Civil Procedure 26(c).” (ECF No. 12-1, p. 3).

Such a definition improperly allows the parties to 23 deem information confidential so long as they themselves believe that it qualifies for protection 24 without ever disclosing the types of information at issue contrary to Local Rule 141(c)(1), which 25 requires as follows: “A description of the types of information eligible for protection under the 26 order, with the description provided in general terms sufficient to reveal the nature of the 27 information (e.g., customer list, formula for soda, diary of a troubled child).” However, the 28 1 | motion elsewhere indicates that the confidential information or items includes more specific types 2 | of information, including “trade secrets, confidential, personal, financial or business information 3 | and/or competitive information.” (ECF No. 12, pp. 1-3).

The Court will limit the parties’ 4 | definition of confidential information or items to such types of information identified in the 5 | motion. 6 Additionally, the Court notes that “a protective order may not bind the Court or its 7 personnel.” *Rangel v. Forest River, Inc.*, No. EDCV 17-0613 JFW (SS), 2017 WL 2825922, at *2 8 (C.D. Cal. June 29, 2017).

Thus, to the extent that the protective order conflicts with the Court’s 9 established practices or Rules, e.g., such as allowing the parties to bypass the Court’s informal discovery-dispute-resolution process, the Court’s established practices or Rules will govern. (See ECF No. 12-1, pp. 7-8; Standard Procedures, available on the Court’s website at <https://www.caed.uscourts.gov/caednew/index.cfm/judges/all-judges/50351/>).

2 Accordingly, IT IS ORDERED that the motion for a protective order (ECF No. 12) is 13 granted, in part, as explained above. 14 15 | IT IS SO ORDERED. | Dated: _May 13, 2025 [Je hey — 17 UNITED STATES MAGISTRATE JUDGE 18 19 20 21 22 23 24 25 26 27 28