

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

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**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