

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Alqosh Enterprises, Inc. and NMRM, Inc. v. PepsiCo, Inc. and Frito-Lay North America, Inc.

Alqosh Enterprises · No. 2:25-cv-01327-MRA-JDE · Decided June 30, 2025

SUMMARY

This document is a court-entered Stipulated Protective Order in Alqosh Enterprises, Inc. and NMRM, Inc. v. PepsiCo, Inc. and Frito-Lay North America, Inc., Case No. 2:25-cv-01327-MRA-JDE, in the Central District of California. It governs the designation, use, disclosure, challenge, and disposition of confidential and highly confidential discovery material, including procedures for seeking to file protected material under seal.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	John D. Early
DECIDED	June 30, 2025
DOCKET	2:25-cv-01327-MRA-JDE
DISPOSITION	other
PROCEDURAL POSTURE	The court entered a stipulated protective order based on the parties' stipulation at Docket 39 and a finding of good cause in a pending antitrust action.
STANDARD OF REVIEW	The court applied the good-cause standard for a discovery protective order and distinguished the good-cause and compelling-reasons standards applicable to sealing judicial records.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Alqosh Enterprises, Inc., NMRM, Inc. v. PepsiCo, Inc., Frito-Lay North America, Inc.

TOPICS

- discovery dispute
- civil procedure
- commercial litigation
- commercial

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether good cause existed under Federal Rule of Civil Procedure 26(c) to enter a stipulated protective order governing confidential discovery material.
2. What procedures and limitations should govern designation, disclosure, challenge, filing under seal, use, clawback, and final disposition of protected material.
3. What showing is required before protected discovery material may be filed under seal, including the distinction between good cause for non-dispositive matters and compelling reasons for dispositive motions or trial.

HOLDINGS

1. Good cause existed to enter a protective order because discovery was likely to involve trade secrets, proprietary business information, personal information, and other materials warranting protection from public disclosure and use outside the litigation.
2. The protective order does not provide blanket protection for all discovery; designations must be limited to specific material that qualifies for protection, made in good faith, and supported by the applicable legal standards.
3. A party may not file protected material under seal merely because it bears a confidential designation; the party must comply with Local Civil Rule 79-5 and make the showing required for the type of filing involved.
4. Protected material may be used only to prosecute, defend, or attempt to settle the action and must be returned or destroyed after final disposition, subject to the order's archival-copy exception.
5. The parties' stipulated clawback procedures apply to inadvertently produced privileged or otherwise protected material, and inadvertent disclosure under the order does not itself waive an applicable privilege or protection.

KEY QUOTATIONS

“This Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.” (Order § 1)

“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (Order § 3)

FACTUAL BACKGROUND

The action is likely to involve trade secrets, customer and pricing lists, and other confidential commercial, financial, technical, proprietary, and potentially privileged information. The parties sought protections governing designation, disclosure, use, challenge, filing, retention, clawback, and final disposition of such discovery

material. The court found that special protection from public disclosure and use outside the litigation was warranted.

PROCEDURAL HISTORY

The parties stipulated to entry of a protective order governing confidential discovery material. The court approved and modified the stipulation, entered the protective order, and required persons receiving protected material to execute an acknowledgment agreeing to be bound.

DISPOSITION

other

CASES CITED

- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006)
- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
- Phillips 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)

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