

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
CALIFORNIA

Janet Cabrera v. Nissan North America, Inc.

Cabrera · No. 1:25-cv-00737-JLT-EPG · Decided September 22, 2025

SUMMARY

The United States District Court for the Eastern District of California partially granted the parties’ second stipulated motion for a protective order. The court limited confidential information to the categories supported by the parties’ good-cause statement and clarified that the court’s established practices and applicable rules govern any conflicting protective-order 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            | September 22, 2025                                                                                                    |
| DOCKET             | 1:25-cv-00737-JLT-EPG                                                                                                 |
| DISPOSITION        | other                                                                                                                 |
| PROCEDURAL POSTURE | The parties jointly stipulated to a second motion for a protective order under Federal Rule of Civil Procedure 26(c). |
| PRECEDENTIAL VALUE | Unpublished district court order; nonprecedential except as permitted by applicable law.                              |
| PARTIES            | Janet Cabrera v. Nissan North America, Inc.                                                                           |

TOPICS

- discovery dispute
- civil procedure
- consumer protection

PRACTICE AREAS

- civil procedure
- discovery

QUESTIONS PRESENTED

- Whether the parties' second stipulated motion for a protective order should be granted.
- What categories of information may properly be designated as confidential under the protective order.
- Whether the protective order may bind the court or override the court's established rules and practices.

**HOLDINGS**

- 1. The court granted the second motion for a protective order in part.
- 2. A protective order may not bind the court or its personnel, and the court's established rules and practices govern to the extent the protective order conflicts with them.

**KEY QUOTATIONS**

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

**FACTUAL BACKGROUND**

Plaintiff seeks information, records, and communications concerning Nissan's internal lemon-law policies and procedures, consumer information, and consumer complaints. The parties anticipated that discovery could involve trade secrets and confidential business, financial, technical, commercial, proprietary, and privacy-related information. They submitted a second stipulated protective-order motion defining confidential information by reference to Federal Rule of Civil Procedure 26(c) and their good-cause statement.

**PROCEDURAL HISTORY**

The court previously denied the parties' first stipulated motion for a protective order without prejudice because the parties had not complied with the court's rules and established practices. On the second motion, the court granted protection in part, limiting confidential information to the categories supported by the parties' good-cause statement and providing that the court's own rules and practices control over conflicting provisions.

**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**

Cabrera

PER CURIAM.

1 2 3 4 5

6 UNITED STATES DISTRICT COURT

7 EASTERN DISTRICT OF CALIFORNIA

8 9 JANET CABRERA, Case No. 1:25-cv-00737-JLT-EPG 10 Plaintiff,

11 v. ORDER GRANTING SECOND MOTION

FOR A PROTECTIVE ORDER, IN PART

12 NISSAN NORTH AMERICA, INC.,

(ECF No. 14) 13 Defendant. 14 15 This matter is before the Court on the parties’ second stipulated

motion for a protective 16 order. (ECF No. 14). The Court denied the parties' first motion without prejudice on September 17 18, 2025, because they failed to comply with the Court's Rules and established practices. Upon 18 review, the Court will grant the parties' second motion for a protective order, in part. 19 The parties define confidential information or items to mean "information (regardless of 20 how it is generated, stored or maintained) or tangible things that qualify for protection 21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 22 Cause Statement." (ECF No. 14, p. 4). In turn, their good cause statement provides as follows: 23 The plaintiff in this action seeks information, records, and communications regarding confidential materials, including but not limited to: Nissan North 24 America Inc.'s internal policies and procedures related to "Lemon Law", 25 consumer information, and consumer complaints. This action is likely to involve trade secrets, research, design, development, commercial, financial, technical 26 and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. 27 Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding 28 1 confidential business practices, or other confidential research, development of > technology, or commercial information (including information that may implicate privacy rights of third parties), information otherwise generally unavailable to the 3 public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. (id. at 2). 5 The Court approves of the second protective order to the extent that confidential 6 | information or items are limited to this explanation in the good cause statement. 7 Additionally, the Court notes that "a protective order may not bind the Court or its 8 | personnel." *Rangel v. Forest River, Inc.*, No. EDCV 17-0613 JFW (SS), 2017 WL 2825922, at \*2 9 | (C.D. Cal. June 29, 2017). The Court notes that the parties cite procedures from Local Rules that 10 | do not exist in this District. (See, e.g., ECF No. 14, p. 3, citing "Local Civil Rule 79-5"; p. 8, 1] | citing "Local Rule 37-1 et seq."). Thus, to the extent that the protective order conflicts with the 12 | Court's established practices or Rules, e.g., such as following other procedures than provided 13 under the Court's informal discovery-dispute-resolution process, the Court's established practices 14 or Rules will govern. (ECF No. 14, p. 8; see ECF No. 11, p. 4; Standard Procedures, available on 1s the Court's website at [https://www.caed.uscourts.gov/caednew/index.cfm/judges/all-](https://www.caed.uscourts.gov/caednew/index.cfm/judges/all-judges/50351/) 16 judges/50351/). Accordingly, IT IS ORDERED that the parties' second motion for a protective order (ECF No. 14) is granted, in part, as specified above. 19 | IT IS SO ORDERED. 20 Dated: \_ September 22, 2025 [Je hey  
21 UNITED STATES MAGISTRATE JUDGE  
22 23 24 25 26 27 28