

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

J.S. v. County of Fresno

No. 1:23-cv-01070-KES-EPG (E.D. Cal. May 29, 2025) · No. 1:23-cv-01070-KES-EPG · Decided May 29,
2025

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 EASTERN DISTRICT OF CALIFORNIA
9 10 J.S., et al., Case No. 1:23-cv-01070-KES-EPG 11 Plaintiffs, 12 v. ORDER GRANTING, IN
PART, JOINT STIPULATION FOR A PROTECTIVE 13 FRESNO COUNTY SHERIFF’S
OFFICE ORDER EMPLOYEES, et al., 14 (ECF No. 65) Defendants. 15 16 17 This matter is
before the Court on the parties’ joint stipulation for the Court to approve 18 their proposed
protective order.

(ECF No. 65). Upon review, the Court will grant the stipulation 19 in part. 20 The Court finds the
proposed protective order acceptable in most respects. However, the 21 Court notes that the
parties define the term “‘confidential’ information or items” to mean 22 “information (regardless
of how it is generated, stored or maintained) or tangible things that 23 qualify for protection under
Federal Rule of Civil Procedure 26(c).” (Id. at 3).

24 Such an expansive definition improperly allows the parties to deem information 25 confidential
so long as they themselves believe that it qualifies for protection and without ever 26 disclosing
the types of information at issue under Local Rule 141.1(c)(1), which requires “[a] 27 description
of the types of information eligible for protection under the order, with the description 28
provided in general terms sufficient to reveal the nature of the information (e.g., customer list, 1 |
formula for soda, diary of a troubled child).” However, the parties elsewhere indicate that the 2 |
confidential information or items may include “personnel file records of any peace officer or 3 |
medical professional; “medical records, including mental-health and psychiatric records; or 4 |
“social security numbers, addresses, phone numbers, and similar such sensitive, identifying 5 |
information (unless redacted by order or by agreement of all parties).” (ECF No. 65 at 3).

The 6 Court will limit the parties’ definition of confidential information or items to such records. 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 9 *2 (C.D. Cal.
June 29, 2017).

Thus, to the extent that the protective order conflicts with the Court’s established practices or
Rules, e.g., such as by 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. 13 at 4

(noting procedures regarding informal discovery conferences and 2 discovery motions); the Court's Standard Procedures (same), available on the Court's website).

13 Accordingly, IT IS ORDERED that the parties' stipulation for a protective order (ECF 14 No. 65) is granted, in part, as revised above. 15 16 | IT IS SO ORDERED. | Dated: _May 29, 2025 [pp ny — 18 UNITED STATES MAGISTRATE JUDGE 19 20 21 22 23 24 25 26 27 28