

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Amada Franchise, Inc. v. Amada Health Chalchi

Amada Franchise · No. 1:25-cv-00837-KES-EPG · Decided November 17, 2025

SUMMARY

The United States District Court for the Eastern District of California partially grants the parties’ stipulated motion for a protective order. The Court limits confidential information to specific categories qualifying for protection under Federal Rule of Civil Procedure 26(c), rejects broader subjective confidentiality designations, and clarifies that court orders cannot be amended without judicial approval.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Erica P. Grosjean
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	November 17, 2025
DOCKET	1:25-cv-00837-KES-EPG
DISPOSITION	other
PROCEDURAL POSTURE	The parties jointly stipulated to a proposed protective order during discovery. The court granted the stipulated motion in part and modified or rejected portions of the proposed order.
STANDARD OF REVIEW	The court evaluated the proposed protections under Federal Rule of Civil Procedure 26(c) and the court's authority to control and approve its own orders.
PRECEDENTIAL VALUE	Unknown; district court order

TOPICS

- discovery dispute
- civil procedure
- commercial litigation

PRACTICE AREAS

- civil procedure
- commercial litigation
- discovery

QUESTIONS PRESENTED

1. Whether the parties' proposed definition of confidential information was sufficiently limited to support entry of a protective order under Federal Rule of Civil Procedure 26(c).
2. Whether the parties could amend the protective order by stipulation without obtaining further court approval.
3. Whether a protective order could bind the court or override the court's established practices and rules.

HOLDINGS

1. The court granted the protective order only as to specific categories of confidential information, such as financial information, business strategy, customer information, future business plans, staffing levels, and organization charts, and rejected the broader provision based on a party's subjective discomfort or good-faith belief alone.
2. The parties may not amend a court-entered protective order through stipulation without first obtaining the court's approval.
3. A protective order may not bind the court or its personnel, and the court's established practices and rules govern if they conflict with the protective order.

KEY QUOTATIONS

“The Court grants the motion for a protective order to the extent that confidential information or items are limited to the specific examples given” (at 1)

“To be binding, any proposed alteration to any court order must first be approved by the Court.” (at 2)

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

FACTUAL BACKGROUND

The parties proposed a protective order covering information that was not publicly known and that either party subjectively, in good faith, was uncomfortable publishing. The proposal identified examples including financial information, business strategy, customer information, future business plans, staffing levels, and organization charts.

PROCEDURAL HISTORY

Plaintiff and defendant filed a stipulated motion for a protective order at ECF No. 18. The district court reviewed the proposed confidentiality provisions and granted the motion only to the extent specified in the 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

Amada Franchise, Inc. v. Amada Health Chalchi

PER CURIAM.

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6 UNITED STATES DISTRICT COURT

7 EASTERN DISTRICT OF CALIFORNIA

8 9 AMADA FRANCHISE, INC., Case No. 1:25-cv-00837-KES-EPG 10 Plaintiff,

11 v. ORDER GRANTING STIPULATED

MOTION FOR A PROTECTIVE ORDER, IN

12 AMADA HEALTH CHALCHI, PART

13 Defendant. (ECF No. 18) 14 15 This matter is before the Court on the parties' stipulated motion
for a protective order. 16 (ECF No. 18). Upon review, the Court will grant the parties' motion for a
protective order, in 17 part. 18 The parties define confidential information subject to protection to
include 19 information of either Party that is not presently publicly known, and that either 20 Party
subjectively, in good faith, is not comfortable publishing. Specific, nonlimiting examples include,
e.g., financial information, business strategy, 21 information relating to specific customers of
either Party, future business plans, staffing levels, organization charts, and the like. 22 More
particularly, a Party or third party shall designate any Material as 23 confidential under the terms
of this Stipulated Protective Order only if its counsel believes in good faith that such Material
qualifies for protection under Federal 24 Rules of Civil Procedure 26(c). 25 (ECF No. 18, pp. 1-2).
26 The Court grants the motion for a protective order to the extent that confidential 27 information
or items are limited to the specific examples given, e.g., "financial information, 28 business
strategy, information relating to specific customers of either Party, [etc.]" The Court 1 | rejects any
broader definition that allows the parties to deem information confidential because 2 | they
subjectively believe in good faith that it qualifies for protection or are otherwise not 3 |
comfortable publishing it. 4 Additionally, the Court notes that the parties agree that the
"[protective] Order may be 5 | amended without leave of the Court by the agreement of counsel for
the parties in the form of a 6 Stipulation that shall be filed in this action." (/d. at 15). To the extent
that the parties are asserting 7 that a court order may be amended without the Court's approval
through a stipulation, they are 8 advised that this is incorrect. To be binding, any proposed
alteration to any court order must first 9 be approved by the Court. Similarly, the Court notes that
"a protective order may not bind the Court or its 0 personnel." Rangel v. Forest River, Inc., No.
EDCV 17-0613 JFW (SS), 2017 WL 2825922, at *2 (C.D. Cal. June 29, 2017). Thus, to the extent
that the protective order conflicts with the Court's 2 established practices or Rules, e.g., such as
following other procedures than provided under the 13 Court's informal discovery-dispute-

resolution process, the Court’s established practices or Rules 14 will govern. (ECF No. 18, p. 8; see ECF No. 17, p. 4; Standard Procedures, available on the 15 Court’s website at <https://www.caed.uscourts.gov/caednew/index.cfm/judges/all-judges/50351/>). 16 Accordingly, IT IS ORDERED that the parties’ stipulated motion for a protective order 17 | (ECF 18) is granted, in part, as specified above. 18 19 IT IS SO ORDERED. 20 | Dated: _ November 17, 2025 [Je hey □ UNITED STATES MAGISTRATE JUDGE

22 23 24 25 26 27 28 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28