

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.

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