

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Shanan Guinn v. The Walt Disney Company

Guinn v. Walt Disney Co. · No. 2:22-cv-07770-DSF-PVC · Decided March 17, 2023

SUMMARY

This document is a Stipulated Protective Order entered by the United States District Court for the Central District of California in Shanan Guinn v. The Walt Disney Company. It governs the designation, use, disclosure, challenge, filing, and disposition of confidential discovery materials, and includes an acknowledgment form for persons receiving protected material.

CASE DETAILS

COURT	United States District Court for the Central District of California
DECIDED	March 17, 2023
DOCKET	2:22-cv-07770-DSF-PVC
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to and petitioned the court to enter a protective order governing confidential discovery material.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Shanan Guinn v. The Walt Disney Company

TOPICS

- discovery dispute
- civil procedure
- commercial litigation
- employment law
- trade secret misappropriation

PRACTICE AREAS

- civil procedure
- employment law
- commercial litigation

QUESTIONS PRESENTED

- Whether good cause existed under Federal Rule of Civil Procedure 26(c) to enter a stipulated protective order governing confidential discovery material.
- What procedures and limitations should govern designation, use, disclosure, challenge, filing, and final disposition of protected material.

HOLDINGS

1. Good cause existed to enter the parties' stipulated protective order because discovery was likely to implicate confidential, proprietary, private, competitively sensitive, personnel, financial, privacy, and trade-secret information.
2. Protected material may be used only for prosecuting, defending, or attempting to settle the action; disclosure is limited to authorized persons and conditions; challenges, sealing requests, inadvertent disclosures, and final disposition must follow the procedures specified in the order.

KEY QUOTATIONS

“The parties acknowledge that 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.” (1)

“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action.” (8)

“Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.” (14)

FACTUAL BACKGROUND

The action concerns allegations relating to a company reorganization, elimination of Disney's Corporate Affairs Organization, and Guinn's alleged detrimental reliance in resigning from prior employment with a nonparty. The parties anticipated that discovery would involve confidential business planning, strategic, proprietary, trade-secret, personnel, financial, compensation, health, and mitigation information. The court found that disclosure without appropriate confidentiality protections could injure the rights and interests of the affected individuals and entities.

PROCEDURAL HISTORY

In this pending diversity action, discovery was expected to involve confidential business, personnel, compensation, privacy, and potentially trade-secret information. The parties submitted a stipulated protective order, and the court entered it for good cause shown.

DISPOSITION

other

CASES CITED

- Grobee v. Corr. Corp. of Am., No. 13CV1060-GPC DHB, 2014 WL 229266, at *2 (S.D. Cal. Jan. 17, 2014)
- In re Insurance Installment Fee Cases, 211 Cal. App. 4th 1395, 1428 (2012)