

**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

OPINION

Shanan Guinn v. The Walt Disney Company

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11 Shanan Guinn, Case No. 2:22-CV-07770-DSF (PVCx) 12 Plaintiff,

13 v. STIPULATED PROTECTIVE

ORDER

14 The Walt Disney Company, 15 Defendant. 16 17

18 1. INTRODUCTION

19 1.1 PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential, 21 proprietary, or
private information for which special protection from public 22 disclosure and from use for any
purpose other than prosecuting this litigation may 23 be warranted. Accordingly, the parties
hereby stipulate to and petition the Court to 24 enter the following Stipulated Protective Order.
The parties acknowledge that this 25 Order does not confer blanket protections on all disclosures
or responses to 26 discovery and that the protection it affords from public disclosure and use
extends 27 only to the limited information or items that are entitled to confidential treatment 28
under the applicable legal principles. The parties further acknowledge, as set forth

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 2 of 15 Page ID #:220 1 in
Section 12.3, below, that this Stipulated Protective Order does not entitle them to 2 file
confidential information under seal; Civil Local Rule 79-5 sets forth the 3 procedures that must be
followed and the standards that will be applied when a party 4 seeks permission from the court to
file material under seal.

5 1.2 GOOD CAUSE STATEMENT

6 Good cause exists in this case to enter a pretrial protective order. This case 7 involves factual
allegations concerning a reorganization in the Company, including 8 the elimination of the
Corporate Affairs Organization as well as Plaintiff alleging 9 detrimental reliance in resigning her

prior employment with a Non-Party to this 10 matter. As a result, the Parties anticipate that discovery will involve confidential, 11 private, competitively sensitive and/or trade secret information relating to the 12 internal organization of the Company and Plaintiff's prior employment, business 13 planning, and strategic considerations regarding the Company's affairs. 14 Additionally, the Parties anticipate that discovery may implicate private and 15 personal employee information, such as personnel and/or employment files, 16 financial and compensation information, mitigation efforts, and the like, raising 17 additional concerns regarding constitutional privacy rights. *Grobee v. Corr. Corp.* 18 of Am., No. 13CV1060-GPC DHB, 2014 WL 229266, at *2 (S.D. Cal. Jan. 17, 19 2014) ("Because jurisdiction in this action is based upon diversity, state law governs 20 Defendant's privacy claims. . . . Under California law, personnel records of 21 employees are protected by California's constitutional right of privacy.") (citing Cal. 22 Const., art. I, § 1); see also *In re Insurance Installment Fee Cases*, 211 Cal.App.4th 23 1395, 1428 (2012) (discussing privacy of financial information). Disclosure of such 24 information without proper confidentiality protections in place could injure the 25 rights and interests of the individuals and entities implicated. 26

27 2. DEFINITIONS

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 3 of 15 Page ID #:221 1 2.1 Action: this pending federal lawsuit. 2 2.2 Challenging Party: a Party or Non-Party that challenges the 3 designation of information or items under this Order. 4 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 5 how it is generated, stored or maintained) or tangible things that qualify for 6 protection under Federal Rule of Civil Procedure 26(c), and information that (1) 7 constitutes a trade secret within the meaning of 18 U.S. Code § 1839 or California 8 Civil Code section 3426; (2) is confidential, business, proprietary, or compensation 9 information, contractual, or personnel information not generally available to the 10 public; (3) contains personal information of any prospective, current, or former 11 Company employee, including addresses, social security numbers, personnel 12 records, payroll, compensation, or other benefits information, health, and medical 13 and/or workers' compensation information; and (4) Plaintiff's mitigation efforts 14 including prospective employers. 15 2.4 Counsel: All Counsel including Outside Counsel of Record and House 16 Counsel (as well as their firm attorneys and staff). 17 2.5 Designating Party: a Party or Non-Party that designates information or 18 items that it produces in disclosures or in responses to discovery as 19 "CONFIDENTIAL."

20 2.6 Disclosure or Discovery Material: all items or information, regardless 21 of the medium or manner in which it is generated, stored, or maintained (including, 22 among other things, testimony, transcripts, and tangible things), that are produced or 23 generated in disclosures or responses to discovery in this matter. 24 2.7 Expert: a person with specialized knowledge or

experience in a matter 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as 26 an expert witness or as a consultant in this Action. 27 28 3

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House Counsel: attorneys who are employees of a party to this Action. 2 House Counsel does not include Outside Counsel of Record or any other outside 3 counsel. 4 2.9 Non-Party: any natural person, partnership, corporation, association, or 5 other legal entity not named as a Party to this action. 6 2.10 Outside Counsel of Record: attorneys who are not employees of a 7 party to this Action but are retained to represent or advise a party to this Action and 8 have appeared in this Action on behalf of that party or are affiliated with a law firm 9 which has appeared on behalf of that party, and includes support staff. 10 2.11 Party: any party to this Action, including all of its officers, directors, 11 employees, consultants, retained experts, and Outside Counsel of Record (and their 12 support staffs). 13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 14 Discovery Material in this Action. 15 2.13 Professional Vendors: persons or entities that provide litigation 16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or 17 demonstrations, and organizing, storing, or retrieving data in any form or medium) 18 and their employees and subcontractors. 19 2.14 Protected Material: any Disclosure or Discovery Material that is 20 designated as "CONFIDENTIAL." 21 2.15 Receiving Party: a Party that receives Disclosure or Discovery 22 Material from a Producing Party. 23

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only 26 Protected Material (as defined above), but also (1) any information copied or 27 extracted from Protected Material; (2) all copies, excerpts, summaries, or 28 4

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 5 of 15 Page ID #:223 1 compilations of Protected Material; and (3) any testimony, conversations, or 2 presentations by Parties or their Counsel that might reveal Protected Material. 3 Any use of Protected Material at trial will be governed by the orders of the 4 trial judge. This Order does not govern the use of Protected Material at trial. 5

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations 8 imposed by this Order will remain in effect until a Designating Party agrees 9 otherwise in writing or a court order otherwise directs. Final disposition will be 10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with 11 or without prejudice; and (2) final judgment herein after the completion and 12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, 13 including the time limits for filing any motions or applications for extension of time 14 pursuant to applicable law. 15

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. 18 Each Party or Non-Party that designates information or items for protection under 19 this Order must take care to limit any such designation to specific material that 20 qualifies under the appropriate standards. The Designating Party must designate for 21 protection only those parts of material, documents, items, or oral or written 22 communications that qualify so that other portions of the material, documents, 23 items, or communications for which protection is not warranted are not swept 24 unjustifiably within the ambit of this Order. 25 Mass, indiscriminate, or routinized designations are prohibited. Designations 26 that are shown to be clearly unjustified or that have been made for an improper 27 purpose (e.g., to unnecessarily encumber the case development process or to impose 28 5

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 6 of 15 Page ID #:224 1 unnecessary expenses and burdens on other parties) may expose the Designating 2 Party to sanctions. 3 If it comes to a Designating Party's attention that information or items that it 4 designated for protection do not qualify for protection, that Designating Party must 5 promptly notify all other Parties that it is withdrawing the inapplicable designation. 6 5.2 Manner and Timing of Designations. Except as otherwise provided in 7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 9 under this Order must be clearly so designated before the material is disclosed or 10 produced. 11 Designation in conformity with this Order requires: 12 (a) for information in documentary form (e.g., paper or electronic documents, 13 but excluding transcripts of depositions or other pretrial or trial proceedings), that 14 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter 15 "CONFIDENTIAL legend"), to each page that contains protected material. For 16 documents produced in native format where application of a legend to each "page" 17 is either impracticable or impossible, the Designating Party shall include the legend 18 in the file name or in a corresponding cover page. 19 A Party or Non-Party that makes original documents available for 20 inspection need not designate them for protection until after the inspecting Party has 21 indicated which documents it would like copied and produced. During the 22 inspection and before the designation, all of the material made available for 23 inspection will be deemed "CONFIDENTIAL." After the inspecting Party has 24 identified the documents it wants copied and produced, the Producing Party must 25 determine which documents, or portions thereof, qualify for protection under this 26 Order. Then, before producing the specified documents, the Producing Party must 27 affix the "CONFIDENTIAL legend" to each page that contains Protected Material. 28 6

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 7 of 15 Page ID #:225 1 For documents produced in native format where application of a legend to each 2 "page" is either impracticable or impossible, the Producing Party shall include the 3 legend in the file name or in a

corresponding cover page. 4 (b) for testimony given in depositions that the Designating Party either: (i) 5 identify the Disclosure or Discovery Material on the record, before the close of the 6 deposition all protected testimony, or (ii) temporarily designate the entirety of the 7 testimony at the deposition as “Confidential” (before the deposition is concluded) 8 and within 30 days following receipt of the certified deposition transcript, identify 9 the specific portions of the testimony to which protection is sought. If no 10 designation is made at the deposition, deposition transcripts shall be treated by 11 default as Confidential for 10 business days following release of the certified 12 transcript to allow the Designating Party to communicate specific portions of the 13 deposition as to which protection is sought, if any. Thereafter, a Party shall have no 14 more than 20 business days in which to communicate those specific designations. 15 However, if a Party needs additional time, the Parties agree to meet and confer in 16 good faith regarding an extension of those deadlines. 17 (c) for information produced in some form other than documentary and for 18 any other tangible items, that the Producing Party affix in a prominent place on the 19 exterior of the container or containers in which the information is stored the legend 20 “CONFIDENTIAL.” If only a portion or portions of the information warrants 21 protection, the Producing Party, to the extent practicable, will identify the protected 22 portion(s). 23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 24 failure to designate qualified information or items does not, standing alone, waive 25 the Designating Party’s right to secure protection under this Order for such material. 26 Upon timely correction of a designation, the Receiving Party must make reasonable 27 28 7

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 8 of 15 Page ID #:226 1 efforts to assure that the material is treated in accordance with the provisions of this 2 Order. 3

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 6 designation of confidentiality at any time that is consistent with the Court’s 7 Scheduling Order. 8 6.2 Meet and Confer. The Challenging Party will initiate the dispute 9 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 10 et seq. 11 6.3 The burden of persuasion in any such challenge proceeding will be on 12 the Designating Party. Frivolous challenges, and those made for an improper 13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 14 parties) may expose the Challenging Party to sanctions. Unless the Designating 15 Party has waived or withdrawn the confidentiality designation, all parties will 16 continue to afford the material in question the level of protection to which it is 17 entitled under the Producing Party’s designation until the Court rules on the 18 challenge. 19

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is 22 disclosed or produced by another Party or by a Non-Party in connection with this 23 Action only for prosecuting, defending, or attempting to settle this Action. Such 24 Protected Material may be

disclosed only to the categories of persons and under the 25 conditions described in this Order. When the Action has been terminated, a 26 Receiving Party must comply with the provisions of section 13 below (FINAL 27 DISPOSITION). 28 8

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Protected Material must be stored and maintained by a Receiving Party at a 2 location and in a secure manner that ensures that access is limited to the persons 3 authorized under this Order. 4
7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 5 otherwise ordered by the court or permitted in writing by the Designating Party, a 6 Receiving Party may disclose any information or item designated 7 “CONFIDENTIAL” only to: 8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 9 well as employees of said Outside Counsel of Record to whom it is reasonably 10 necessary to disclose the information for this Action; 11 (b) the officers, directors, and employees (including House Counsel) of 12 the Receiving Party to whom disclosure is reasonably necessary for this Action; 13 (c) Experts (as defined in this Order) of the Receiving Party to whom 14 disclosure is reasonably necessary for this Action and who have signed the 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 16 (d) the Court and its personnel; 17 (e) professional vendors, court reporters and videographers in this Action 18 and their staff who have signed the “Acknowledgment and Agreement to Be Bound” 19 (Exhibit A); 20 (f) professional jury or trial consultants, mock jurors, and Professional 21 Vendors to whom disclosure is reasonably necessary for this Action and who have 22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 23 (g) the author or recipient of a document containing the information or a 24 custodian or other person who otherwise possessed or knew the information; 25 (h) during their depositions, witnesses, and attorneys for witnesses, in the 26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 27 requests that the witness sign the form attached as Exhibit A hereto; and (2) they 28 9

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 10 of 15 Page ID #:228 1 will not be permitted to keep any confidential information unless they sign the 2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 3 agreed by the Designating Party or ordered by the court. Pages of transcribed 4 deposition testimony or exhibits to depositions that reveal Protected Material may 5 be separately bound by the court reporter and may not be disclosed to anyone except 6 as permitted under this Stipulated Protective Order; and 7 (i) any mediator or settlement officer, and their supporting personnel, 8 mutually agreed upon by any of the parties engaged in settlement discussions. 9

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation 13 that compels disclosure of any information or items designated in this Action as 14 “CONFIDENTIAL,” that

Party must: 15 (a) promptly notify in writing the Designating Party. Such notification 16 will include a copy of the subpoena or court order; 17 (b) promptly notify in writing the party who caused the subpoena or order 18 to issue in the other litigation that some or all of the material covered by the 19 subpoena or order is subject to this Protective Order. Such notification will include 20 a copy of this Stipulated Protective Order; and 21 (c) cooperate with respect to all reasonable procedures sought to be 22 pursued by the Designating Party whose Protected Material may be affected. 23 If the Designating Party timely seeks a protective order, the Party served with 24 the subpoena or court order will not produce any information designated in this 25 action as “CONFIDENTIAL” before a determination by the court from which the 26 subpoena or order issued, unless the Party has obtained the Designating Party’s 27 permission. The Designating Party will bear the burden and expense of seeking 28 10

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 11 of 15 Page ID #:229 1 protection in that court of its confidential material and nothing in these provisions 2 should be construed as authorizing or encouraging a Receiving Party in this Action 3 to disobey a lawful directive from another court. 4

5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a 8 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 9 produced by Non-Parties in connection with this litigation is protected by the 10 remedies and relief provided by this Order. Nothing in these provisions should be 11 construed as prohibiting a Non-Party from seeking additional protections. 12 (b) In the event that a Party is required, by a valid discovery request, to 13 produce a Non-Party’s confidential information in its possession, and the Party is 14 subject to an agreement with the Non-Party not to produce the Non-Party’s 15 confidential information, then the Party will: 16 (1) promptly notify in writing the Requesting Party and the Non-Party 17 that some or all of the information requested is subject to a confidentiality 18 agreement with a Non-Party; 19 (2) promptly provide the Non-Party with a copy of the Stipulated 20 Protective Order in this Action, the relevant discovery request(s), and a reasonably 21 specific description of the information requested; and 22 (3) make the information requested available for inspection by the 23 Non-Party, if requested. 24 (c) If the Non-Party fails to seek a protective order from this court within 25 14 days of receiving the notice and accompanying information, the Receiving Party 26 may produce the Non-Party’s confidential information responsive to the discovery 27 request. If the Non-Party timely seeks a protective order, the Receiving Party will 28 11

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Case 2:22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 12 of 15 Page ID #:230 1 not produce any information in its possession or control that is subject to the 2 confidentiality agreement with the Non-Party before a determination by the court. 3 Absent a court order to the

contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material. 5

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 8 Protected Material to any person or in any circumstance not authorized under this 9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 12 persons to whom unauthorized disclosures were made of all the terms of this Order, 13 and (d) request such person or persons to execute the “Acknowledgment and 14 Agreement to Be Bound” that is attached hereto as Exhibit A. 15

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain 19 inadvertently produced material is subject to a claim of privilege or other protection, 20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever

22 procedure may be established in an e-discovery order that provides for production 23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and 24 (e), insofar as the parties reach an agreement on the effect of disclosure of a 25 communication or information covered by the attorney-client privilege or work 26 product protection, the parties may incorporate their agreement in the stipulated 27 protective order submitted to the court. 28 12

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1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 3 person to seek its modification by the Court in the future. 4 12.2 Right to Assert Other Objections. By stipulating to the entry of this 5 Protective Order no Party waives any right it otherwise would have to object to 6 disclosing or producing any information or item on any ground not addressed in this 7 Stipulated Protective Order. Similarly, no Party waives any right to object on any 8 ground to use in evidence of any of the material covered by this Protective Order. 9 12.3 Filing Protected Material. A Party that seeks to file under seal any 10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 11 only be filed under seal pursuant to a court order authorizing the sealing of the 12 specific Protected Material at issue. If a Party's request to file Protected Material 13 under seal is denied by the court, then the Receiving Party may file the information 14 in the public record unless otherwise instructed by the court. Before quoting from 15 or presenting any Confidential Materials in open court, a Party shall state its 16 intention to do so on the record to allow the Designating Party an opportunity to 17 object. 18

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60 21 days of a written request by the Designating Party, each Receiving Party must return 22 all Protected Material to the Producing Party or destroy such material. As used in 23 this subdivision, "all Protected Material" includes all copies, abstracts, compilations, 24 summaries, and any other format reproducing or capturing any of the Protected 25 Material. Whether the Protected Material is returned or destroyed, the Receiving 26 Party must submit a written certification to the Producing Party (and, if not the same 27 person or entity, to the Designating Party) by the 60 day deadline that affirms that 28 13

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Case 4[22-cv-07770-DSF-PVC Document 33 Filed 03/17/23 Page 140f15 Page ID #:232 1 || the Receiving Party has not retained any copies, abstracts, compilations, summaries 2 || or any other format reproducing or capturing any of the Protected Material. 3 || Notwithstanding this provision, Counsel are entitled to retain an archival copy of all 4 || pleadings, motion papers, trial, deposition, and hearing transcripts, legal 5 || memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 6 || work product, and consultant and expert work product, even if such materials 7 || contain Protected Material. Any such archival copies that contain or constitute 8 || Protected Material remain subject to this Protective Order as set forth in Section 4 9 || (DURATION). 10 || 14.) Any willful violation of this Order may be punished by civil or criminal 11 || contempt proceedings, financial or evidentiary sanctions, reference to disciplinary 12 || authorities, or other appropriate action at the discretion of the Court. 13

14 || FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO

15 || ORDERED. 16

17 fuk f Af 18 } DATED: March 17, 2023 19 United States Magistrate Iudge 20 21 22 23 24 25 26 27 °8 14

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, _____ [full name], of _____ 5 [full address], declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated Protective Order that was issued by the United States 7 District Court for the Central District of California on [date] in the case of 8 _____ [insert case name and number]. I agree to comply with and to be 9 bound by all the terms of this Stipulated Protective Order and I understand and 10 acknowledge that failure to so comply could expose me to sanctions and punishment 11 in the nature of contempt. I solemnly promise that I will not disclose in any manner 12 any information or item that is subject to this Stipulated Protective Order to any 13 person or entity except in strict compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States District Court 15 for the Central District of

California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action. I hereby appoint _____ [full 18 name] of _____ [full address and 19 telephone number] as my California agent for service of process in connection with 20 this action or any proceedings related to enforcement of this Stipulated Protective 21 Order. 22 Date: _____ 23 City and State where signed: _____ 24 25 Printed name: _____ 26 27 Signature: _____ 28 15

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