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6 Attorneys for Defendants  
 Walt Disney Parks and Resorts U.S., Inc.  
 7 and Disney Online

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
 12 CARI SHIELDS, AMBER BOGGS  
 and TERESA STOCKTON, on behalf  
 13 of themselves and all others similarly  
 situated,

14 **Plaintiffs,**

15 **vs.**

16 WALT DISNEY PARKS AND  
 17 RESORTS US, INC., DISNEY  
 ONLINE, INC. and DOES 1-10,  
 18 INCLUSIVE,

19 **Defendants.**

Case No. CV10-5810-DMG (FMOx)

Putative Class Action

**DISCOVERY MATTER**

**PROTECTIVE ORDER**

[Filed concurrently with Stipulation Re.  
 [Proposed] Protective Order]

Hearing Date: July 6, 2011 [if necessary]  
 Time: 10:00 a.m.  
 Place: Courtroom F, 9th Floor  
 Judge: Hon. Fernando M. Olguin

Discovery Cut-Off Date: June 28, 2011  
 Final Pretrial Conference: Oct. 4, 2011  
 Trial Date: November 1, 2011

1 **[PROPOSED] PROTECTIVE ORDER**

2 Having reviewed and considered the Defendants’ March 22, 2011 Motion  
3 For Protective Order, Joint Stipulation Regarding Defendants’ Motion for  
4 Protective Order (Document Nos. 56-63) and the papers supporting and opposing  
5 that motion (Document Nos. 77 and 89), the accompanying Stipulation Re.  
6 Protective Order, and all other papers submitted, the Court HEREBY ORDERS  
7 THAT:

8 **Good Cause Statement**

9 1. Defendants have demonstrated good cause for this protective order in  
10 that they have established specific prejudice or harm that will result in the absence  
11 of this protective order. Specifically, Defendants have established that:

12 (a) Defendant Walt Disney Parks and Resorts U.S., Inc. (“WDPR”)  
13 has developed a number of Attraction Operating Guidelines, Cast Member  
14 Reference and Training Guides, which provide detailed information about the  
15 expectations of employees and the methods for creating a uniform Disney  
16 experience for all guests. WDPR has devoted substantial resources to develop and  
17 maintain these documents, which are continually updated as the needs of its  
18 business and guests evolve, including an entire department of thirty-seven  
19 employees responsible for creating and updating such materials. These documents  
20 are not disclosed to third parties absent a confidentiality agreement.

21 WDPR does not permit the disclosure of these documents to the  
22 general public because of the detrimental effect that such disclosure may likely  
23 have on its business and operations. Specifically, such materials give WDPR a  
24 distinct competitive advantage and the ability to deliver a high quality product to its  
25 visitors, which is perceived as superior to its competitors. Moreover, WDPR’s  
26 competitors could use such information, which WDPR has worked so hard to  
27 obtain and analyze for their competitive advantage, including by implementing such  
28 policies, procedures and protocols at competing theme parks.

1 (b) WDPR obtains attendance figures as part of its business  
2 operations, limits access to such information to only certain of its employees and  
3 does not publicly disclose such information. This data is invaluable to WDPR in  
4 considering, developing and implementing business initiatives such as adding new  
5 attractions or show, new theme parks or resorts, new products and services, new  
6 marketing and sales initiatives and new pricing and promotional strategies and was  
7 developed with the expenditure of considerable efforts and resources.

8 This data enables Defendants to have a competitive advantage in its  
9 business in order to stay ahead of trends and modify their business policies and  
10 practices accordingly. As such, it would be detrimental to WDPR if the general  
11 public obtained access to such information because, for example, its competitors  
12 would be able to use such information for their own financial gain, including to  
13 modify their own policies and practices based on data that WDPR has meticulously  
14 compiled at great expense.

15 (c) Defendants have developed a comprehensive collection of data  
16 and analysis of disability-related improvements and upgrades at the Disneyland  
17 Resort, the Walt Disney World Resort. Indeed, WDPR has six dedicated  
18 employees who focus on accessibility issues for disabled guests of the Disneyland  
19 Resort and the Walt Disney World Resort. These individuals, along with others at  
20 related entities, have spent years developing detailed strategies and plans to  
21 improve and upgrade features of the Disneyland Resort and the Walt Disney World  
22 Resort. Such documents often include cost information and other like confidential  
23 financial information. Defendants share documents containing this confidential  
24 information only with those employees who need access to such information, and  
25 they are not shared with third parties.

26 Defendants would suffer substantial harm if such documents were  
27 disclosed to the general public. Defendants' competitors would have an unfair  
28 competitive advantage if given free access to such documents because they would

1 have access to data and analysis that Defendants have expended substantial time  
2 and resources to develop without having to devote any of their own time or  
3 resources.

4 (d) WDPR has spent thousands of hours and expended millions of  
5 dollars to research, develop and implement the Audio Description Device. The  
6 Audio Description Device provides detailed descriptions of key visual elements at  
7 over 50 attractions at the Disneyland Resort and the Walt Disney World Resort and  
8 certain outdoor areas at the Walt Disney World Resort. The technology was  
9 developed by WDPR in conjunction with Softeq Corporation pursuant to a  
10 confidential development agreement because Disney wanted to create an enhanced  
11 experience at its theme parks for guests with visual impairments.

12 WDPR would suffer irreparable harm if its research and development  
13 regarding the Audio Description Device was released to the public. Specifically,  
14 because the Audio Description Device is unique to the Disneyland Resort and the  
15 Walt Disney World Resort, release of such information would allow others to copy  
16 their research and development efforts and implement such devices at competing  
17 theme parks. Indeed, this information is particularly sensitive because WDPR is  
18 not aware of any other theme park that provides such a device to guests with visual  
19 impairments. Moreover, release of such information to guests would also  
20 undermine their experiences at the Disneyland Resort and the Walt Disney World  
21 Resort as WDPR has worked hard and at great expense to create a seamless  
22 interface for the device with the theme park experience, which would be  
23 undermined by the release of detailed information about the inner workings of the  
24 device. WDPR's ability to license this technology to certain third parties, which  
25 serves as an important revenue stream, would also be undermined if such  
26 information is publicly released.

27 (e) Third parties who lodge complaints with companies have privacy  
28 interests that deserve protection. Indeed, such privacy interest is greater when the

1 nature of a third parties' complaint discloses their disability status and/or  
2 information about their disability. Disclosing guest names in this context would  
3 equate to Defendants identifying individuals as disabled, without their consent or  
4 reasonable expectation of disclosure.

### 5 **Confidential Documents**

6 2. Any and all documents (including without limitation discovery  
7 responses) or testimony containing, regarding, referring or relating to: (a)  
8 Operating Guidelines and similar documents; (b) Cast Member Reference Guides  
9 and similar documents; (c) Cast Member Training Guides and similar documents;  
10 (d) internal documents regarding Defendants' operation of, planning of  
11 improvements at and/or business strategies relating to the Disneyland Resort, Walt  
12 Disney World Resort or their related websites; and (e) the portions of those  
13 documents containing names and contact information and disability information for  
14 WDPR guests who lodged complaints with WDPR (the "Guest Complaint  
15 Documents") shall be designated as "Confidential" and treated as "Confidential  
16 Material" for all purposes under this Protective Order. (Collectively, these  
17 documents (or the "Confidential Material" in the Guest Complaint Documents),  
18 their contents and all testimony provided about such documents (or the  
19 "Confidential Material" in the Guest Complaint Documents) or their contents are  
20 referred to in this Protective Order as the "Confidential Material.")

### 21 **Highly Confidential Documents**

22 3. Any and all documents (including without limitation discovery  
23 responses) or testimony containing, regarding, referring or relating to: (a)  
24 attendance data for the Disneyland Resort and the Walt Disney World Resort; (b)  
25 work orders, improvement plans or other like documents containing financial or  
26 cost information regarding disability-related improvements or upgrades at the  
27 Disneyland Resort, the Walt Disney World Resort and/or their websites; and (c)  
28 research and development of the Audio Description Device shall be designated

1 “Highly Confidential – For Attorney’s Eyes Only” and treated as “Highly  
2 Confidential Material” for all purposes under the terms of this Protective Order.  
3 (Collectively, these documents, their contents and all testimony provided about  
4 such documents or their contents are referred to in this Protective Order as the  
5 “Highly Confidential Material.”)

6 **Use and Disclosure of Confidential and Highly Confidential Material**

7 4. The Highly Confidential Material may be disclosed only to: (a)  
8 counsel for the named parties to this action and their personnel; (b) experts and  
9 litigation consultants retained by the named parties to assist in this action; (c) court  
10 reporters; and (d) the Court and its personnel and for use solely in connection with  
11 this action. In addition to the categories of individuals identified above in this  
12 Paragraph, the Confidential Material may also be disclosed to the named parties to  
13 this action. Prior to sharing any Confidential or Highly Confidential Material with  
14 any expert or consultant, counsel of record shall provide a copy of this Order to  
15 such person and shall obtain the person’s express acknowledgement that he or she  
16 will be bound by the Order.

17 5. Any use or disclosure of the Confidential Material or Highly  
18 Confidential Material shall be subject to the following conditions:

19 (a) These documents and testimony shall be used only for purposes  
20 of this litigation, including any appeals, and not for any business or other purposes  
21 of any kind. The Confidential Material and Highly Confidential Material shall not  
22 be given, shown, made available, or communicated in any way to anyone except  
23 those described in Paragraph 4 for whom it is necessary and for a purpose permitted  
24 under this Protective Order.

25 (b) If the propriety of the designation of any document or testimony  
26 as “Confidential” or “Highly Confidential – For Attorney’s Eyes Only” is disputed  
27 by the non-designating party, the document or testimony shall be treated as  
28 Confidential Material or Highly Confidential Material, respectively, as designated

1 until the dispute is resolved as provided in this Protective Order;

2 (c) If Confidential Material or Highly Confidential Material is  
3 included, incorporated, or referenced in any papers filed with the Court, these  
4 papers shall be submitted in accordance with the procedures set forth in Local Rule  
5 79-5 for approval for filing under seal;

6 (d) If Counsel for any Party intends to use any Confidential  
7 Material or Highly Confidential Material produced by any Party at any deposition  
8 in this action, it is that Counsel's obligation to take appropriate steps at or before  
9 the time the Confidential Material or Highly Confidential Material is used or  
10 disclosed to ensure that the confidentiality of the Confidential Material of Highly  
11 Confidential Material is preserved and that this Protective Order is not violated in  
12 any way. Prior to the use of any Confidential Material or Highly Confidential  
13 Material at any hearing in this action, the Party intending to use the Confidential  
14 Material or Highly Confidential Material shall give the opposing Party reasonable  
15 and ample opportunity to comment on the manner and extent as to which the  
16 Confidential Material or Highly Confidential Material is being disclosed. Such  
17 appropriate steps shall include notification prior to the use of the Confidential  
18 Material or Highly Confidential Material at hearing of the intent to use the  
19 Confidential Material or Highly Confidential Material so as to allow the Parties to  
20 meet and confer in good faith on the use and manner of use of the Confidential  
21 Material or Highly Confidential Material, including discussion of all ways in which  
22 the disclosure of Confidential Material or Highly Confidential Material may be  
23 limited to the extent possible. Should Counsel use any Confidential Material or  
24 Highly Confidential Material at a deposition, the parties agree that the portion of  
25 any deposition transcript which discusses such Confidential Material or Highly  
26 Confidential Material shall be treated as Confidential Material or Highly  
27 Confidential Material, respectively, and such transcript portions may not be used at  
28 any hearing except as provided in this Order.

1           5. To the extent any party seeks to keep and maintain the confidentiality  
2 of Confidential or Highly Confidential Material at trial, such party may, in advance  
3 of trial, apply to the Court for such treatment along with a showing of good cause.

4           6. Objections and disputes regarding the treatment of documents or  
5 testimony designated as Confidential Material or Highly Confidential Material  
6 under this Protective Order shall comply with the procedures set forth in this  
7 Protective Order and with the applicable provisions of the Federal Rules of Civil  
8 Procedure (and all applicable Court rules) for Confidential Material or Highly  
9 Confidential Material of that type. Prior to bringing any motion, application or  
10 other proceeding regarding the treatment of documents or testimony designated as  
11 Confidential Material or Highly Confidential Material, the party seeking relief shall  
12 “meet and confer” as part of a good faith effort to resolve any dispute in accordance  
13 with Local Rule 37.

14           7. Nothing in this Protective Order shall prevent a Party from disclosing  
15 its own Confidential Material or Highly Confidential Material, or Confidential  
16 Material or Highly Confidential Material under its possession, custody or control,  
17 but this paragraph shall not affect any obligations a Party or Counsel may have  
18 apart from this Protective Order to maintain the confidential or privileged nature of  
19 Confidential Material or Highly Confidential Material in its possession, custody or  
20 control.

21           8. No party shall argue, question, or imply in any way, before a jury or  
22 other trier of fact, that the designation of any material as Confidential Material or  
23 Highly Confidential Material under this Protective Order is improper or suspicious  
24 or that any adverse inferences may be drawn from such designation.

25           9. This Protective Order shall be deemed binding and effective on the  
26 parties and their counsel as of June 10, 2011, and shall continue to be binding  
27 throughout and after the conclusion of this action, including any appeals. Upon  
28 final termination of this action, Counsel shall assemble and return all then-existing





