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Mondi Bags Order on El Dorado Packaging's Objection & Emergency Motion to Quash Subpoena

Elizabeth E. Long
Fulton Count Superior Court Judge

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**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

MONDI BAGS USA, LLC,)	
)	
Plaintiff,)	
)	
v.)	Civil Action File No. 2016CV270377
)	
MOLLY MEYER,)	
)	
Defendant.)	

**ORDER ON EL DORADO PACKAGING’S OBJECTION AND EMERGENCY MOTION
TO QUASH SUBPOENA**

This matter is before the Court on El Dorado Packaging, Inc.’s (“El Dorado”) Objection and Emergency Motion to Quash Subpoena. The Subpoena at issue was served on El Dorado by Plaintiff Mondi Bags USA, LLC (“Mondi”) and requests the production of certain document in advance of a March 2 hearing on Mondi’s Motion for Preliminary Injunction. Having considered the briefing submitted by all parties, the Court finds as follows:

(1) Paragraph 21 of the Subpoena requests “all documents related to the corporate structure and/or relationship between Industrial Opportunity Partners LLC and El Dorado Packaging, Inc.” The Court finds this request irrelevant to the subject matter involved in the pending action and not reasonably calculated to lead to the discovery of admissible evidence as required by O.C.G.A. § 9-11-26(b)(1). As to Paragraph 21, the Motion to Quash is **GRANTED**.

(2) Paragraph 17 asks for “all documents that refer or relate to any customer contracts procured by El Dorado Packaging, Inc. from three months prior to the hire of Molly Meyer to six months after the start of her duties with El Dorado Packaging, Inc.” The Court finds this request overly broad and not reasonably calculated to lead to the discovery of admissible evidence as required by O.C.G.A. § 9-11-26(b)(1). The subject matter of the pending action is whether Meyer violated her non-compete with Mondi when she left her employment there to work for El


Dorado, not whether El Dorado contacted or acquired Mondi customers in a competitive marketplace before Meyer's employment. However, since General Mills is referenced in Paragraph 24, the Court will grant the Motion as to General Mills only. Therefore, as to Paragraph 17, the Motion to Quash is **GRANTED in part and DENIED in part.**

(3) Paragraph 24 asks for "all documents related to communications between El Dorado Packaging, Inc., and any one of those clients with whom Molly Meyer had material contact, including but not limited to General Mills since December 1, 2015." As with the prior request, the Court finds this request overly broad and not reasonably calculated to lead to the discovery of admissible evidence as required by O.C.G.A. § 9-11-26(b)(1). The issue is whether Meyer has had impermissible contact with Mondi customers in the course of her employment with El Dorado. Further, it is not realistic for El Dorado to guess what Mondi clients Meyer had contact with while employed at Mondi. Mondi has identified General Mills as a client that may have been contacted by El Dorado. Thus, El Dorado should respond to this request as it pertains to General Mills. Thus, as to Paragraph 24, the Motion to Quash is **GRANTED in part and DENIED in part.**

(4) Paragraph 25 asks for "all documents related to attorney/client agreements, engagement, or representation letters between El Dorado Packaging, Inc. and/or any of its affiliates, and Tony Cochran." O.C.G.A. § 24-5-501(a)(2) protects confidential communications between an attorney and his or her client. The protections extended under this statute, however, do not protect certain information such as the nature of the contract between an attorney and a potential client and the amount of compensation. *See Bank of Lumpkin v. Farmers' State Bank*, 161 Ga. 801 (1926). Therefore, El Dorado should produce this limited class of documents, but may assert its attorney-client privilege as to any confidential communications. However, to the extent the request seeks documents related to affiliates of El Dorado, the Court finds the request

for information irrelevant to the subject matter involved in the pending action and not reasonably calculated to lead to the discovery of admissible evidence as required by O.C.G.A. § 9-11-26(b)(1). Therefore, as to Paragraph 25, the Motion to Quash is **GRANTED in part and DENIED in part.**

SO ORDERED this 25th day of February, 2016.



Judge Elizabeth E. Long
Superior Court of Fulton County
Atlanta Judicial Circuit

Copies to:

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