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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12  
13 KATHLEEN EDWARDS,

14 Plaintiff,

15 vs.

16 PRINCESS CRUISE LINES, LTD.,  
17 and DOES 1 through 15, Inclusive,

18 Defendants.

CASE NO. C05-03076 BZ

**STIPULATED [PROPOSED]  
CONFIDENTIALITY AGREEMENT AND  
AGREED PROTECTIVE ORDER**

Judge: Hon. Bernard Zimmerman  
Department: Courtroom G, 15th Floor

Complaint Filed: July 8, 2005

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1           The discovery process in this case will require disclosure of information, either  
2     documentary or testimonial or both, regarded by the producing party as confidential  
3     information incorporating security-sensitive information, proprietary data, know-how,  
4     trade secrets, other valuable commercial and financial information, and/or confidential  
5     and private information concerning parties, witnesses, and persons not party to this action.  
6     Accordingly, the parties to the above-captioned action, Kathleen Edwards (“Plaintiff”)  
7     and Princess Cruise Lines, Ltd. (“Princess”), by and through their respective attorneys,  
8     stipulate and agree to the following terms and conditions in order to safeguard  
9     confidential information that may be disclosed in the course of this action from  
10    inappropriate or unlawful disclosure or use.

11           IT IS HEREBY ORDERED that the parties shall follow the procedures set forth  
12    below with respect to information, documents or things produced or otherwise disclosed  
13    in this litigation:

14           1.     Definitions.

15                 (a)     Confidential Information. As used herein, “confidential information”  
16    shall mean any information, documents, testimony or other things furnished in the course  
17    of this litigation containing proprietary, personnel and/or private personal information that  
18    any party, in good faith, deems confidential and designates as “CONFIDENTIAL”  
19    pursuant to the procedures set forth below. The term “confidential information” shall  
20    include information, documents, testimony or other things obtained by any party from a  
21    third party via subpoena, deposition or other discovery. The term “documents” shall be  
22    broadly construed to include information that is recorded in any form, including but not  
23    limited to hard copy, electronic copy and video.

24                 (b)     Attorneys’ Eyes Only Information. The parties may designate in  
25    writing as “ATTORNEYS’ EYES ONLY” or “ATTORNEY’S EYES ONLY”  
26    (individually and collectively “ATTORNEYS’ EYES ONLY”), without limitation, any of  
27    the following:

28                         (1)     Trade secrets or other proprietary information of a party. The

1 term “trade secrets” means information that derives economic value, actual or potential,  
2 from not being generally known to other persons who can obtain competitive advantage or  
3 economic value from its disclosure or use;

4 (2) Information about the security of Princess’s ships or  
5 passengers or information which could compromise the security of Princess’s ships or  
6 passengers if available to others;

7 (3) Medical or other private information about current or former  
8 passengers, crew or other employees of Princess;

9 (4) A party’s financial information and business plans; and

10 (5) Confidential information that individually identifies any  
11 former, current or prospective passenger, customer, or supplier.

12 Other categories of ATTORNEYS’ EYES ONLY information may exist, and the  
13 parties may designate other information as ATTORNEYS’ EYES ONLY without  
14 agreement of the parties or order of the Court. The parties are not required to designate  
15 any information as ATTORNEYS’ EYES ONLY.

16 2. Marking of CONFIDENTIAL Information and/or ATTORNEYS’ EYES  
17 ONLY Information.

18 (a) Marking. Documents, information, or tangible items shall be  
19 designated CONFIDENTIAL and/or ATTORNEYS’ EYES ONLY within the meaning of  
20 this Protective Order in the following ways:

21 (1) In the case of documents or tangible items and the information  
22 contained therein that are produced by any party: Designation shall be made by placing  
23 on each page of the document, or on the tangible item with a clearly visible mark, the  
24 legend CONFIDENTIAL and/or ATTORNEYS’ EYES ONLY.

25 (2) In the case of documents or tangible items and the information  
26 contained therein that are obtained by subpoena or other discovery from third parties:  
27 Designation shall be made as follows: Upon receipt by the receiving party, the documents  
28 or tangible things automatically shall be deemed CONFIDENTIAL and ATTORNEYS’

1 EYES ONLY. The receiving party shall furnish a copy thereof to all parties within five  
2 (5) business days of receipt. (If the material cannot be reproduced for any legitimate  
3 reason, all parties shall be given an opportunity to inspect it.) All parties thereafter shall  
4 have thirty (30) calendar days within which to formally designate the document or  
5 tangible thing as CONFIDENTIAL and/or ATTORNEYS' EYES ONLY. Should any  
6 party desire to so designate the document or tangible thing, it shall be labeled accordingly  
7 from that point forward and bear that designation unless contested pursuant to Section 8.  
8 If no party designates the document or tangible thing as CONFIDENTIAL and/or  
9 ATTORNEYS' EYES ONLY within said thirty (30)-day period, then the  
10 CONFIDENTIAL and/or ATTORNEYS' EYES ONLY designation will terminate.

11 (3) In the case of interrogatory answers and requests for  
12 admission and the information contained therein: Designation shall be made by placing  
13 on the pages containing the confidential information the legend CONFIDENTIAL and/or  
14 ATTORNEYS' EYES ONLY.

15 (4) In producing original files and records for inspection, no  
16 marking need be made by the producing party in advance of the inspection. For the  
17 purposes of the inspection, all documents produced shall be considered as marked  
18 CONFIDENTIAL and ATTORNEYS' EYES ONLY and inspected only by counsel, their  
19 staff and services retained by counsel to photocopy or image documents or evidence,  
20 except as otherwise limited herein. Thereafter, upon selection of specified documents for  
21 copying by the inspecting party, the producing party shall mark as CONFIDENTIAL  
22 and/or ATTORNEYS' EYES ONLY the copies of such documents as may contain  
23 confidential information at the time the copies are produced to the inspecting party.

24 (b) Good Faith. The parties agree to designate information as  
25 CONFIDENTIAL or ATTORNEYS' EYES ONLY on a good faith basis and not for  
26 purposes of harassing the receiving party or parties or for purposes of unnecessarily  
27 restricting the receiving party's or parties' access to information concerning the lawsuit.

28 (c) Receipt of Designated Information. Except as permitted by further

1 order of the Court, or by subsequent written agreement of the producing party, such  
2 designated documents or testimonial information shall be received by counsel of record  
3 for the party or parties upon the terms and conditions of this Protective Order.

4 (d) Unmarked Documents to be Produced for Use at Trial. In advance of  
5 a jury trial or any proceeding to be held before a jury, if a document has been listed by any  
6 party for use as a trial exhibit, the party that has produced that document will provide a  
7 copy of the document without the written CONFIDENTIAL or ATTORNEYS' EYES  
8 ONLY designation. The production of that copy or use of it at trial will not affect or alter  
9 the status of the document as CONFIDENTIAL or ATTORNEYS' EYES ONLY or  
10 otherwise amend or alter any of the other provisions of this Protective Order.

11 3. Right of Access to Designated Information.

12 (a) CONFIDENTIAL Information. Disclosure of information designated  
13 as CONFIDENTIAL, including summaries thereof, shall be limited to the Court; the  
14 parties' counsel of record in the above-captioned matter; Princess's in-house counsel or  
15 otherwise specifically identified counsel for Princess; and associate attorneys and  
16 paralegal and clerical employees assisting any of these counsel; Princess and its officers  
17 and directors; and to the following persons, who shall be required to first execute the  
18 requisite declaration as set forth in Section 3(d) below: (i) Princess's Captains, managers  
19 and staff, but only to the extent to which disclosure to them is reasonably necessary to  
20 evaluate and defend against the claims in this case (ii) Plaintiff Kathleen Edwards; (iii)  
21 consultants or experts retained by the parties to consult or testify in the case; (iv) court  
22 reporters and videographers of sworn proceedings; (v) services retained by counsel to  
23 photocopy, image or tabulate information from documents or evidence or to prepare  
24 charts, summaries, timelines, illustrations, or other demonstrative materials to be used in  
25 the litigation; (vi) any person that a document, on its face, indicates has previously seen,  
26 or has been sent the designated information, such as authors, drafters, recipients and  
27 copyholders of the documents or information; and (vii) witnesses and prospective  
28 witnesses to the extent deemed necessary by counsel to prepare for or give testimony

1 regarding facts at issue in this litigation, or to assist counsel in performing work in this  
2 litigation, but as to this category (vii), counsel must retain physical custody of the  
3 CONFIDENTIAL document or other tangible thing unless consent to release it is given by  
4 the party that designated it as CONFIDENTIAL. Disclosure of CONFIDENTIAL  
5 information to any expert or consultant or other service-provider assisting counsel shall be  
6 limited to that confidential information necessary for the consultation work or preparation  
7 to testify. In no case shall CONFIDENTIAL information be disclosed to any person or  
8 entity who competes directly or indirectly with Princess (a “competitor”) or any labor  
9 organization, its representatives or agents, that represents or is engaged in organizing  
10 Princess employees (a “labor union”).

11 (b) ATTORNEYS’ EYES ONLY Information.

12 (1) Disclosure of information designated as ATTORNEYS’  
13 EYES ONLY, including summaries thereof, shall be limited to the Court; the parties’  
14 counsel of record in the above-captioned matter; Princess’s in-house counsel or otherwise  
15 specifically identified counsel for Princess; and associate attorneys and paralegal and  
16 clerical employees assisting any of these counsel; Princess and its officers and directors;  
17 and to the following persons, who shall be required to first execute the requisite  
18 declaration as set forth in Section 3(d) below: (1) court reporters and videographers of  
19 sworn proceedings in which the ATTORNEYS’ EYES ONLY information is raised; (2)  
20 services retained by counsel to photocopy, image or tabulate information from documents  
21 or evidence or to prepare charts, summaries, timelines, illustrations, or other  
22 demonstrative materials to be used in the litigation; (3) experts or consultants (not  
23 including competitors or labor unions) retained by the parties to consult or testify in the  
24 case; and (4) deponents as set forth in Section 3(e) below.

25 (2) If it becomes necessary for counsel for a party or parties  
26 receiving ATTORNEYS’ EYES ONLY information to disclose it to some other person(s)  
27 (other than as set forth in subsection (b)(1) immediately above), in order to properly  
28 prepare this litigation for trial, or for other Court proceedings or filings in this litigation,

1 or to evaluate the facts, claims, and defenses for purposes of discussing settlement of this  
2 litigation, the following procedures shall be employed:

3 (i) Counsel for the receiving party or parties shall notify,  
4 in writing by overnight delivery or e-mail or fax, counsel for the party producing the  
5 ATTORNEYS' EYES ONLY information of their desire to disclose such ATTORNEYS'  
6 EYES ONLY information and shall identify the persons(s) to whom they intend to make  
7 disclosure and the general purpose of the disclosure.

8 (ii) If no objection to such disclosure is made by counsel  
9 for the producing party within five (5) business days of receipt of such notification,  
10 counsel for the receiving party or parties shall be free to make such disclosure to the  
11 designated person(s); provided however, that counsel for the receiving party or parties  
12 shall serve upon opposing counsel, prior to disclosure, a declaration in the form attached  
13 hereto as Appendix A, whereby such person agrees to comply with and be bound by this  
14 Protective Order.

15 (iii) If the producing party objects to such disclosure, the  
16 party wishing to make such disclosure may bring before the Court the question of whether  
17 the particular ATTORNEYS' EYES ONLY information can be disclosed to the  
18 designated person(s) and the party objecting to such disclosure shall have the burden of  
19 establishing before the Court the necessity for preventing such disclosure.

20 Disclosure of ATTORNEYS' EYES ONLY information shall be  
21 limited to that information necessary for the witness's consultation work or preparation to  
22 testify.

23 (c) Prohibition Against Disclosure to Unauthorized Persons. With  
24 respect to all documents, information, or tangible items produced or furnished by a party  
25 during this litigation which are designated as CONFIDENTIAL or ATTORNEYS' EYES  
26 ONLY by the producing party, such information shall be kept confidential and shall not  
27 be given, shown, made available, discussed, or otherwise communicated in any manner  
28 ("disclosed"), either directly or indirectly, to any person not authorized to receive the



1 information under the terms of this Protective Order. CONFIDENTIAL and  
2 ATTORNEYS' EYES ONLY information received by any authorized person shall be  
3 used only for purposes of this litigation and for no other purpose.

4 (d) Requirement to Obtain a Written Declaration. Before disclosure of  
5 any CONFIDENTIAL or ATTORNEYS' EYES ONLY information subject to this  
6 Protective Order is made to anyone authorized by this Agreement to see the document or  
7 other information, counsel for the party disclosing the information shall obtain a written  
8 declaration, in the form attached hereto as Appendix A, from each person to whom  
9 disclosure is to be made, acknowledging that any document, information or tangible item  
10 that has been designated as CONFIDENTIAL or ATTORNEYS' EYES ONLY is subject  
11 to this Protective Order, that such person has read this Protective Order, that such person  
12 agrees to comply with and be bound by this Protective Order, that such person is aware  
13 that contempt sanctions may be entered for violation of this Protective Order, and that  
14 such person consents to the personal jurisdiction of this Court. The originals of all signed  
15 declarations shall be maintained by the party who procures the signature throughout the  
16 duration of this litigation, including all appeals.

17 (e) Use of Designated Information in Depositions. If, in the course of  
18 this proceeding, depositions are conducted which involve CONFIDENTIAL or  
19 ATTORNEYS' EYES ONLY information, counsel for the witness or party producing  
20 such information may designate, on the record, the portion of the deposition which  
21 counsel believes may contain CONFIDENTIAL or ATTORNEYS' EYES ONLY  
22 information. If designation of CONFIDENTIAL information is made, those portions of  
23 said depositions involving such CONFIDENTIAL information will be taken with no one  
24 present except (i) Plaintiff, (ii) a representative of Princess selected by Princess, (iii) those  
25 persons who are authorized to have access to such CONFIDENTIAL information in  
26 accordance with this Protective Order, (iv) the reporter and videographer, if any, (v) the  
27 deponent and deponent's counsel, if the deponent has separate legal counsel, and (vi)  
28 counsel for the parties. If designation of ATTORNEYS' EYES ONLY information is

1 made, those portions of said depositions involving such ATTORNEYS' EYES ONLY  
2 information will be taken with no one present except (i) those persons who are authorized  
3 to have access to such ATTORNEYS' EYES ONLY information in accordance with this  
4 Protective Order, (ii) the reporter and videographer, if any, and (iii) the deponent and  
5 deponent's counsel, if the deponent has separate legal counsel, and (iv) counsel for the  
6 parties. A witness whose deposition is being taken may see any document identified as  
7 CONFIDENTIAL or ATTORNEYS' EYES ONLY if the document is first handed to  
8 counsel for the opposing party or parties ("opposing counsel") for inspection and either (i)  
9 the opposing counsel has no objection to the witness seeing the document, or (ii) the  
10 document indicates on its face that the witness has previously seen or has been sent the  
11 document, or (iii) the witness is within the category of persons entitled to see this type of  
12 information, pursuant to the provisions described above in sections 3(a) and (b), above. If  
13 opposing counsel objects, opposing counsel will have the option to do any one or a  
14 combination of the following things: (i) request that the deponent sign a declaration  
15 containing the wording specified in Exhibit A to this Agreement, (ii) note the objection  
16 for the record, and/or (iii) recess the deposition so that the matter can be brought before  
17 the Court for determination. Any party shall have until thirty (30) days after the  
18 deposition is taken within which to inform the other parties to the action of the portions of  
19 the transcript (by specific page and line reference) to be designated as CONFIDENTIAL  
20 or ATTORNEYS' EYES ONLY. Unless otherwise agreed by counsel, the right to make  
21 such designation shall be waived unless made within the thirty (30)-day period. Prior to  
22 such designation, or expiration of the thirty (30)-day period, the entire deposition  
23 transcript shall be deemed CONFIDENTIAL information. Transcripts of testimony, or  
24 portions thereof, or documents containing the CONFIDENTIAL or ATTORNEYS' EYES  
25 ONLY information shall be filed only under seal as described in Section 7, until further  
26 order of the Court.

27 4. Inadvertent Production. If, through inadvertence, a producing party  
28 provides any confidential information pursuant to this litigation without marking the

1 information as CONFIDENTIAL or ATTORNEYS' EYES ONLY information, the  
2 producing party may, within fifteen (15) business days of such disclosure, inform the  
3 receiving party or parties of the CONFIDENTIAL or ATTORNEYS' EYES ONLY, and  
4 the receiving party or parties shall, as applicable, treat the disclosed information as  
5 CONFIDENTIAL or ATTORNEYS' EYES ONLY information under this Protective  
6 Order, and to the extent the receiving party has or parties have already disclosed this  
7 information, the receiving party or parties shall promptly notify the producing party as to  
8 the specific recipients of such information and shall take all reasonable steps to remove  
9 such information from said recipients unless, with respect to CONFIDENTIAL and  
10 ATTORNEYS EYES' ONLY information, they are otherwise entitled to disclosure under  
11 this Protective Order.

12 If a party or counsel for a party receives a document or other information that  
13 appears on its face to be inadvertently produced and subject to a claim of privilege or  
14 attorney work product, counsel for the receiving party will (i) inform counsel for the  
15 producing party promptly after becoming aware of the disclosure; (ii) promptly return the  
16 document or other information and all copies thereof; and (iii) promptly destroy all notes  
17 and other documents containing any reference to, or use of, the inadvertently produced  
18 information.

19 5. Disclosure Contrary to this Agreement. If CONFIDENTIAL or  
20 ATTORNEYS' EYES ONLY information is disclosed to any person other than in the  
21 manner authorized by this Order, the person responsible for the disclosure must  
22 immediately bring all pertinent facts relating to such disclosure to the attention of counsel  
23 for the producing party and, without prejudice to any other rights and remedies of the  
24 parties, make every effort to prevent further disclosure by it or by the person who was the  
25 recipient of such information.

26 6. Disclosure Must Conform to this Agreement and Future Court Orders.  
27 Unless modified by any future order issued by the Court, no person or party shall directly  
28 or indirectly utilize or disclose any CONFIDENTIAL or ATTORNEYS' EYES ONLY

1 information obtained pursuant to pretrial discovery in this action, except for the purpose  
2 of this action and any appeals and retrials thereof, and such utilization or disclosure must  
3 be in compliance with this Agreement.

4 7. Instructions for Filing CONFIDENTIAL or ATTORNEYS' EYES ONLY  
5 Information. Any document, pleading, or tangible item which contains CONFIDENTIAL  
6 or ATTORNEYS' EYES ONLY information, if filed or submitted to the Court, shall be  
7 filed as follows:

8 (a) Request to File Entire Document Under Seal. Counsel seeking to file  
9 an entire document under seal must:

10 (1) File and serve the document in accordance with the general  
11 filing requirements of Local Rule 5;

12 (2) Place each document subject to the protective order in a  
13 separate 9 ½ x 12 inch envelope and seal it;

14 (3) Plainly state on each envelope the full case caption, title of the  
15 document enclosed and the text, "FILED UNDER SEAL PURSUANT TO A  
16 PROTECTIVE ORDER" in bold, capital letters not less than one inch high.

17 (b) Filing a Document Designated CONFIDENTIAL by Another Party.  
18 If a party wishes to file a document that has been designated CONFIDENTIAL by another  
19 party pursuant to a protective order, or if a party wishes to refer in a memorandum or  
20 other filing to information so designated by another party, the submitting party must file  
21 and serve an Administrative Motion for a sealing order and lodge the document,  
22 memorandum or other filing in accordance with this rule. If only a portion of the  
23 document, memorandum or other filing is sealable, the submitting party must also lodge  
24 with the Court a redacted version of the document, memorandum or other filing to be  
25 placed in the public record if the Court approves the requested sealing order. Within five  
26 (5) days thereafter, the designating party must file with the Court and serve a declaration  
27 establishing that the designated information is sealable, and must lodge and serve a  
28 narrowly tailored proposed sealing order, or must withdraw the designation of

1 confidentiality. If the designating party does not file its responsive declaration as required  
2 by this subsection, the document or proposed filing will be made part of the public record.

3 (c) Request Denied. If a request to file under seal is denied in part or in  
4 full, neither the lodged document nor any proposed redacted version will be filed. If the  
5 request is denied in full, the submitting party may retain the document and not make it  
6 part of the record in the case, or, within three (3) days, re-submit the document for filing  
7 in the public record. If the request is denied in part and granted in part, the party may  
8 resubmit the document in a manner that conforms to the Court's order and this rule.

9 (d) Effect of Seal. Unless otherwise ordered by the Court, any document  
10 filed under seal shall be kept from public inspection, including inspection by attorneys and  
11 parties to the action, during the pendency of the case. Sixty (60) days after the entry of a  
12 final judgment and an appellate mandate, if appealed, attorneys must present to the Court  
13 a proposed order specifying whether the material sealed with protective order is (a) to be  
14 returned to the parties or (b) unsealed and placed in the case file. Failure to present the  
15 order will result in the Court ordering the clerk to unseal the material and place it in the  
16 case file. Nothing in this rule is intended to affect the normal records destruction policy  
17 of the United States Courts.

18 (e) Conflict with Local Rules. In the event of any conflict between  
19 Section 7 and any applicable Local Rule, the applicable Local Rule shall apply.

20 (f) Notice to Third Parties. The parties and their attorneys shall inform  
21 all witnesses, consultants, employees, agents, court reporters, or anyone else who may  
22 from time to time have access to any CONFIDENTIAL or ATTORNEYS' EYES ONLY  
23 information of the substance of this Order.

24 8. Acceptance of a Designated Document Does Not Constitute Agreement  
25 with Its Designation. Acceptance by a party or parties of any information, document, or  
26 thing designated as CONFIDENTIAL or ATTORNEYS' EYES ONLY shall not  
27 constitute a concession that the information, document or thing is properly so designated.  
28 Any party may contest a designation that a document is CONFIDENTIAL or

1 ATTORNEYS' EYES ONLY information. If the receiving party disagrees, or parties  
2 disagree, with the designation and marking by any producing party of any material as  
3 CONFIDENTIAL or ATTORNEYS' EYES ONLY, then the parties shall first try to  
4 resolve such disputes on an informal basis. If agreement cannot be reached between  
5 counsel for the parties, the party so designating the document shall indicate in writing the  
6 reason for its designation. The party or parties opposing the designation may present such  
7 dispute to the Court by motion or otherwise. In the resolution of such matter, the burden  
8 of establishing confidentiality shall be on the party who made the claim of confidentiality.  
9 Pending resolution of the propriety of the CONFIDENTIAL or ATTORNEYS' EYES  
10 ONLY designation by agreement of the parties or a Court order, the receiving party shall  
11 treat the information, document or thing as protected under this Protective Order.

12 9. Other Objections Preserved. This Protective Order shall be without  
13 prejudice to the right of any party to oppose production of any information on grounds  
14 other than confidentiality.

15 10. Right to Seek or Agree to Other Orders. This Protective Order shall not  
16 prevent any party from applying to the Court for relief from this Protective Order, or from  
17 applying to the Court for further or additional protective orders, or from agreeing among  
18 themselves to modify or vacate this Protective Order, subject to the approval of the Court.

19 11. Return of Designated Information and Continued Agreement to  
20 Confidentiality. At the conclusion of this action, including any appeals, all  
21 CONFIDENTIAL information and all ATTORNEYS' EYES ONLY information  
22 furnished pursuant to this Protective Order, and all copies thereof, shall be returned to the  
23 producing attorneys of record, or, at the producing party's option, destroyed by counsel  
24 for the receiving party or parties. If the documents are to be returned, the producing party  
25 will pay for the cost of shipping, using whatever shipping agent it selects. If the  
26 documents are to be destroyed, the producing party will be responsible for engaging a  
27 service that it selects and pays to collect the documents and destroy them. Counsel for the  
28 receiving party or parties is entitled to keep copies of pleadings and correspondence used

1 in this litigation, in a secure storage area subject to the terms of this agreement. The  
2 provisions of this Protective Order insofar as it restricts the disclosure, communication of,  
3 and use of, CONFIDENTIAL and ATTORNEYS' EYES ONLY information produced  
4 hereunder shall continue to be binding after the conclusion of this action.

5 12. Violation. Any party to this action may file a motion requesting that the  
6 Court sanction or hold in contempt of Court anyone who violates the terms of this Order.

7 13. Exception. If any party disparages the other's character or integrity, the  
8 party against whom the disparaging words are expressed ("disparaged party") may use  
9 that portion, and only that portion, of any CONFIDENTIAL or ATTORNEYS' EYES  
10 ONLY information that demonstrates the falsity or inaccuracy of the disparaging words  
11 expressed without regard to the terms of this Order if the disparaged party first (i) gives  
12 prompt written notice to counsel for the other party of the alleged disparaging words; (ii)  
13 attempts to meet and confer in good faith to resolve the dispute; and (iii) fails to resolve  
14 the dispute either because the other party refuses to meet and confer within five (5)  
15 business days or the matter is not resolved through the parties' meet and confer session.

16 IT IS SO STIPULATED BY:

17 Dated: July 15, 2011

TIMOTHY S. THIMESCH

19 /s/ SIGNATURE AUTHORIZED

Attorneys for Plaintiff

20 KATHLEEN EDWARDS

21 Dated: July 15, 2011

NANCY L. ABELL

22 FELICIA A. DAVIS

23 PAUL, HASTINGS, JANOFKY & WALKER LLP

24 By: /s/ NANCY L. ABELL

Attorneys for Defendant

25 PRINCESS CRUISE LINES, LTD.

1 Dated: July 15, 2011

2 BRADLEY M. ROSE, ESQ.  
3 AKSANA MOSHAIV, ESQ.  
4 KAYE, ROSE & PARTNERS, LLP

5 RONALD K. LOSCH, ESQ.  
6 KAYE, ROSE & PARTNERS, LLP

7 By: /s/ AKSANA MOSHAIV  
8 Attorneys for Defendant  
9 PRINCESS CRUISE LINES, LTD.

10 **ORDER**

11 IT IS SO ORDERED.

12  
13 Date: July 19, 2011

14   
15 HON. BERNARD ZIMMERMAN  
16 MAGISTRATE JUDGE  
17 U.S. District Court  
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APPENDIX A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

KATHLEEN EDWARDS,  
  
Plaintiff,  
  
vs.  
  
PRINCESS CRUISE LINES, LTD.,  
and DOES 1 through 15, Inclusive,  
  
Defendants.

CASE NO. C05-03076 BZ  
  
**STIPULATED [PROPOSED]  
CONFIDENTIALITY AGREEMENT AND  
AGREED PROTECTIVE ORDER**  
  
Judge: Hon. Bernard Zimmerman  
Department: Courtroom G, 15th Floor  
  
Complaint Filed: July 8, 2005

DECLARATION

OF

1. My name is \_\_\_\_\_. I have personal knowledge of the facts set forth in this Declaration, and if called and sworn as a witness, I would testify competently to those facts.

2. I live at \_\_\_\_\_.

3. I am employed as (state position): \_\_\_\_\_.

4. The full name and address of my employer is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

5. I am aware that a Stipulated Confidentiality Agreement and Agreed Protective Order (“Protective Order”) regarding confidential information has been entered in the case of *Kathleen Edwards v. Princess Cruise Lines, Ltd.*, Case No. C05-03076 BZ, in the United States District Court for the Northern District of California (“Court”). A copy of that Protective Order has been given to me. I have carefully reviewed its terms and conditions.

6. I agree that documents, information, and tangible items designated as CONFIDENTIAL and ATTORNEYS’ EYES ONLY shall be subject to the terms of the Protective Order, and agree to comply with and be bound by the terms of the Protective Order.

7. Without limiting the foregoing, I agree that I will not disclose or discuss any material designated CONFIDENTIAL or ATTORNEYS’ EYES ONLY with any persons other than counsel for a party in this action and paralegal and clerical personnel assisting such counsel, and other persons permitted access to such material under the Protective Order who have signed declarations under penalty of perjury undertaking to preserve the

1 confidentiality of such material.

2 8. I agree to use any material designated CONFIDENTIAL or ATTORNEYS' EYES  
3 ONLY solely in connection with participation in this action and for no other purpose.

4 9. I understand that any use or disclosure of CONFIDENTIAL and ATTORNEYS'  
5 EYES ONLY material, or any portion or summaries thereof, or any information obtained  
6 therefrom, in any manner contrary to the provisions of the Protective Order shall subject  
7 me to contempt sanctions of the Court.

8 10. I consent to the exercise of personal jurisdiction over me by the Court.

9 I declare under penalty of perjury under the laws of the State of California and the United  
10 States of America that the foregoing declaration is true and correct.

11 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_, \_\_\_\_\_.

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14 Signature  
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