

1 GARY R. BASHAM (SBN 130119)
 2 NANCY L. McCOY (SBN 184983)
 3 DEREK C. DECKER (SBN 232243)
 4 BASHAM PARKER LLP
 5 1850 Mt. Diablo Boulevard, Suite 530
 6 Walnut Creek, CA 94596
 7 Telephone: (925) 309-6110
 8 Facsimile: (925) 977-9345

9 Attorneys for Defendants
 10 Gregory Lykiardopolous and Triton
 11 Distribution Systems, Inc.

RICHARD M. ROGERS (SBN 045843)
 LAW OFFICE OF RICHARD M. ROGERS
 100 Bush Street, #1980
 San Francisco, CA 94104
 Telephone: 415/981-9788
 Facsimile: 415/981-9798
 Email: RogersRMR@aol.com

Attorneys for Plaintiff
 Mireille Leong

UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

MIREILLE LEONG

Plaintiff,

v.

GREGORY LYKIARDOPOLOUS and
 TRITON DISTRIBUTION SYSTEMS,
 INC.

Defendants.

Case No. C08-05453 VRW

~~PROPOSED~~ AMENDED ORDER
 PURSUANT TO STIPULATION RE
 PROTECTIVE ORDER

Complaint Filed: 12/04/08
 Trial Date: None set

PURSUANT TO STIPULATION by and between counsel for Plaintiff Mireille Leong (“Plaintiff”) on the one hand, and counsel for Defendants Triton Distribution Systems, Inc. and Gregory Lykiardopoulos, on the other hand, that the parties believe that discovery in this action will involve production by the parties of documents, material, or testimony containing or concerning confidential or proprietary business or financial or trade-secret information, or other information which otherwise may be deemed confidential;

WHEREAS, in light of these confidentiality concerns, the parties mutually wish to establish procedures which will be fair to each of them.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows by and between Plaintiff MIREILLE LEONG (“Plaintiff”) and Defendants TRITON DISTRIBUTION

1 SYSTEMS, INC. and GREGORY LYKIARDOPOULOS (“Defendants”), collectively (“the
2 parties”):

3 1. This Confidentiality Order ("Order") shall govern the designation and
4 handling of documents, records, discovery responses, or testimony containing or concerning
5 confidential or proprietary non-public, commercial, financial, trade secret and/or private
6 information produced in this lawsuit, whether produced by the parties or by third parties.

7 2. With respect to any confidential information or documents within the scope
8 of paragraph 1 above, the person or entity producing the documents or information may
9 designate, at or prior to the time of production of documents or disclosure of other discovery
10 material, all or any portion of such material, documents or information as “confidential” by notice
11 legend on the documents or materials, or by designating in writing to other parties, as provided in
12 paragraph 10 below, the document numbers of such documents containing confidential
13 information.

14 3. A party may designate any portion of deposition testimony or exhibits as
15 “confidential” information under the terms of this Order on the record during the deposition or
16 within ten days after receipt of the transcript, by notice legend on the transcript.

17 4. A party may designate any material produced as “confidential” pursuant to
18 this Order. A party may designate as “confidential” any information that the party in good faith
19 believes constitutes confidential information within the scope of paragraph 1 above. The parties
20 may designate as “confidential” any confidential personal information or information subject to a
21 legally protected right of privacy.

22 5. The term “Confidential” information as used herein shall mean all
23 information derived from any document, material or testimony which has been designated by any
24 party or third party as confidential pursuant to the terms of this Order.

25 6. Unless otherwise ordered by the Court in this action, all confidential
26 information will be held by the receiving party solely for the use in connection with this litigation
27 and will be maintained and disclosed only in accordance with this Order. Experts referred to in
28 paragraph 7(d) who have complied with the requirements of paragraph 7 hereof may review and

1 retain certain documents and other Confidential information for purposes of study, analysis, and
2 preparation in connection with the case.

3 7. Except with prior written consent of the party designating the information
4 as Confidential, or upon prior order of this Court obtained upon notice to counsel for all parties,
5 Confidential information shall not be disclosed by any party to any person other than:

- 6 a) counsel for the respective parties to this litigation, including in
7 house counsel for purposes related to this litigation;
- 8 b) employees or independent contractors of each such law firm;
- 9 c) any named party;
- 10 d) experts, consultants, or advisors employed or utilized by counsel to
11 assist in this litigation, or to testify at trial or any other proceeding
12 in this action;
- 13 e) the Court and court personnel, including stenographic reporters as
14 necessary incident to the preparation for trial or any other
15 proceeding in this action;
- 16 f) noticed or subpoenaed deponents and their counsel; and
- 17 g) any person identified as having authored or previously reviewed or
18 received the Confidential material at issue.

19 Confidential documents may be shown to any person listed in sub paragraph d) and f) of this
20 paragraph only after such person has been shown a copy of this Order and advised of its terms,
21 and only after such person executes a copy of the form of certification attached to this Order as
22 Exhibit "A" (the "Certification"). A party that has produced particular Confidential documents
23 (as opposed to a party that has received the Confidential documents) may, however, disclose such
24 Confidential documents to any person or entity, with or without any conditions to such disclosure,
25 as the party deems appropriate. Counsel for each party will make a good faith effort to persuade
26 non-party deponents who are not current employees, officers, directors, or shareholders of any
27 party to sign Exhibit "A".

28 ///

1 8. Counsel shall maintain complete records of every original signed
2 Certification obtained from any person pursuant to paragraph 7. These Certifications need not be
3 disclosed to the opposing parties absent further order by the Court.

4 9. Any person receiving Confidential information shall not reveal the
5 information to, or discuss the contents of the information with, any person who is not entitled to
6 receive such information as set forth herein.

7 10. When any discovery material produced or disclosed, or any deposition
8 testimony given, is claimed to contain Confidential information, it shall be stamped or marked
9 “CONFIDENTIAL” or with similar legend. In the event, however, that a party produces original
10 documents for inspection or copying, the party may designate Confidential information by
11 document number, and the appropriate legend shall be placed on the documents by the producing
12 party during the copy process. If the claim is made at deposition that subject mater or material is
13 Confidential or contains or concerns Confidential information, the court reporter shall stamp or
14 mark the appropriate legend on the cover page and relevant pages of the transcript. If the claim is
15 made within ten days after receipt of the deposition transcript, the party designating the material
16 Confidential shall inform counsel for all parties, in writing, of the specific pages of the transcript
17 to be treated as Confidential. Upon receipt of such notice, any person or party in possession of
18 copies of such designated transcript shall affix a suitable legend thereto.

19 11. In the event that counsel for any party determines to file with or submit to
20 the Court any papers containing any Confidential material (or information derived there from),
21 counsel shall comply with the proper procedure for filing papers under seal, or an alternate
22 procedure for filing of papers containing Confidential materials without placing them under seal.
23 In either case, papers containing Confidential material (or information derived there from) shall
24 be lodged with the court.

25 12. The parties shall not be obligated to challenge the propriety of a
26 confidential information designation at the time made, and a failure to do so shall not preclude a
27 subsequent challenge thereto. In the event that a party objects at any stage of these proceedings
28 to the propriety of a designation by a party of any information as confidential, the parties shall

1 attempt first to dispose of the dispute in good faith on an informal basis. If the disputed cannot be
2 resolved, any party may seek appropriate relief from the Court, and the party challenging the
3 Confidentiality designation shall have the burden of proving that the information designated as
4 Confidential is not subject to the restrictions of this Order. The party challenging the
5 Confidentiality designation may not make any unauthorized disclosure of any information
6 designated as Confidential unless and until the Court has ruled that the challenge information is
7 not subject to the restrictions of this Order.

8 13. All provisions of this Order restricting the communication or use of
9 Confidential information shall continue to be binding after the concluding of this action unless
10 subsequently modified by the agreement between the parties or under the Court.

11 14. Within ninety (90) days after the final termination of this action, including
12 all appeals, any and all Confidential information and all copies made thereof shall, at thee option
13 of the parties holding such information, either (a) be returned promptly to the party that produced
14 the material, or (b) be destroyed, and a certificate to that effect shall be provided to the party that
15 produced the material. However, any work product (as defined under applicable law), pleadings,
16 deposition transcripts or trial exhibits in this action may be retained by counsel subject to the
17 terms of this Order.

18 15. Entry of this Order shall be without prejudice to any application for relief
19 from any restriction contained herein or for any order compelling or further restricting the
20 production, exchange or use of any document, testimony, interrogatory, response or other
21 information produced, given or exchanged in the course of pretrial discovery in this action.

22 16. This Order does not operate as an agreement by any party to produce any
23 or all documents and/or information demanded or requested by another party. Nothing herein
24 shall be deemed to waive any applicable privilege or to be construed as an acknowledgement of
25 the applicability of any privilege.

26 17. All persons bound by this Order are hereby notified that if this Order is in
27 any manner violated, the person or entity who commits such violation shall be subject to such
28 sanctions as the Court, on motion and after hearing, deem just.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

18. The inadvertent failure of any party to designate as confidential any document produced in the course of regular discovery in this action shall not constitute a waiver of that party's right to assert later that such document is confidential.

19. The court retains jurisdiction to make such amendments, modifications and additions to this order as it may deem appropriate.

IT IS SO ORDERED:

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Dated: May 5, 2009


CHIEF JUDGE VAUGHN R. WALKER