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TABITHA TOTAH
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19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA
21

22 TABITHA TOTAH,
23
Plaintiff(s),
24
v.
25
26 LUCASFILM ENTERTAINMENT COMPANY,
LTD., Does 1-20,
27
Defendant(s).
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Case No.: C 09-04051 MMC

**STIPULATION AND PROTECTIVE
ORDER REGARDING CONFIDENTIALITY
OF CERTAIN DOCUMENTS**

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SAN FRANCISCO, CALIFORNIA

1 decided by the Court, any documents designated “Confidential” shall remain subject to the
2 restrictions of this Protective Order.

3
4 (c) If a dispute occurs over the designation, both parties agree not to
5 disclose the information except in accordance with this Protective Order until the Court rules
6 on the “Confidential” status of the information.

7
8 (d) All “Confidential” information provided or produced in this action shall
9 be used solely for purposes related to this civil action entitled *TABITHA TOTAH v.*
10 *LUCASFILM ENTERTAINMENT COMPANY, LTD., Does 1-20*, pending in United States
11 District Court, Northern District of California, Case No. C 09-04051 MMC, except by further
12 order of the Court.

13
14 (e) Neither copies of “Confidential” documents or things, or any portions
15 thereof, nor any quotation, paraphrase or other description which conveys the “Confidential”
16 documents shall be disclosed by Receiving Party to any person or used for any other
17 purpose, except in accordance with the terms of this Protective Order or by further order of
18 the Court.

19
20 2. “Producing Party” shall mean the party producing and designating the
21 information as “Confidential.”

22
23 3. “Receiving Party” shall mean the party receiving the information designated
24 “Confidential.”

25
26 4. “Qualified Persons” as used herein shall mean persons who are:
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1 (a) The undersigned counsel and their employees, including without
2 limitation, paralegals, secretaries, and clerical staff.

3
4 (b) Experts, independent contractors, consultants, or advisors (including,
5 but not limited to neutrals assisting in any Alternative Dispute Resolution process) or who
6 are employed or retained by or on behalf of the undersigned counsel or appointed by the
7 Court to assist in analyzing the documents or information examined, provided that they sign
8 an acknowledgement in the form of "Exhibit A" to this Order before reviewing any
9 Confidential information.

10
11 (c) Stenographic reporters, videographers and/or tape transcribers who are
12 involved in depositions or any hearings or proceedings before the Court in this case, or any
13 adversarial proceeding arising in this case.

14
15 (d) Defendant and its employees.

16
17 (e) Witnesses to this action, provided that they sign an acknowledgment in
18 the form of "Exhibit A" to this Order before reviewing any Confidential Information.

19
20 (f) The Court, subject to the procedures set forth in Civil Local Rule 79-5.

21
22 (g) Plaintiff.

23
24 5. "Confidential" information subject to this Protective Order may be used in the
25 deposition of the parties. Counsel for the Producing Party may request that examination of
26 the parties on "Confidential" information be separately transcribed and sealed in accordance
27 with the mutual agreement of the parties.

1 6. Any deposition or production of documents that will or might reasonably
2 include disclosure of “Confidential” information shall be attended only by those persons
3 entitled to receive “Confidential” information under this Protective Order. “Confidential”
4 information shall not be disclosed to a deposition witness except in conformity with this
5 Protective Order. Information not previously designated as “Confidential” that is disclosed at
6 a deposition or production of documents may be designated by any party as “Confidential”
7 information by indicating on the record at the deposition or the production of documents that
8 the testimony or information is “Confidential” and subject to the provisions of this Protective
9 Order.

10
11 7. In the event that the Receiving Party receives a subpoena or other legal
12 process purporting to require production of “Confidential” information, the Receiving Party,
13 notice is required prior to disclosure of “Confidential” information. Specifically, the disclosing
14 party shall provide three (3) days’ advance notice, in addition to statutory notice
15 requirements, to allow objection by the Producing Party. If objection is made, the parties
16 shall meet and confer, and if unable to resolve the dispute, the Producing Party may submit
17 the dispute to the Court for resolution. When an objection is made, no disclosure is
18 permitted until the dispute is resolved or by the Court’s order.

19
20 8. Documents and things produced by a party pursuant to pretrial discovery may
21 be designated by any party or parties as “Confidential” information by marking each page:
22 “CONFIDENTIAL.” In lieu of marking the original, if the original is not produced, the
23 designating party may mark the copies that are produced to exchange. If timely corrected,
24 an inadvertent failure to designate qualified information or items as “Confidential” does not,
25 standing alone, waive the Producing Party’s right to secure protection under this Protective
26 Order for such material. If material is appropriately designated as “Confidential” after the
27 material was initially produced, the Receiving Party, on timely notification of the designation,
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1 must make reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Protective Order.

3
4 9. All transcripts, depositions, exhibits, answers to interrogatories, and other
5 documents and things filed with the Court, which contain “Confidential” information as
6 defined above, or any pleading or memorandum purporting to reproduce or paraphrase
7 such information, shall be filed only with the agreement of the Producing Party or pursuant
8 to Civil Local Rule 79-5.

9
10 10. If any party objects to disclosure of “Confidential” information to be made
11 during the course of the trial of this matter, that party shall make a good faith effort to
12 resolve the issue by meeting and conferring on the terms of disclosure, and if the parties are
13 unable to agree, the matter shall be submitted to the Court for resolution.

14
15 11. Upon final termination of this civil action entitled, *TABITHA TOTAH v.*
16 *LUCASFILM ENTERTAINMENT COMPANY, LTD., Does 1-20*, pending in United States
17 District Court, Northern District of California, Case No. C 09-04051 MMC, by closure or
18 otherwise, originals and copies of all materials and documents, in whatever form,
19 constituting or including “Confidential” information shall be returned to the Producing Party
20 within thirty (30) days following termination of the action. With permission in writing from the
21 Producing Party, the Receiving Party may destroy some or all of the “Confidential”
22 information instead of returning it. Whether the “Confidential” information is returned or
23 destroyed, the Receiving Party must submit a written certification to the Producing Party by
24 the thirty (30) day deadline that identifies (by category, where appropriate) all the
25 “Confidential” information that was returned or destroyed and that affirms that the Receiving
26 Party has not retained any copies, abstracts, compilations, summaries or other forms of
27 reproducing or capturing any of the “Confidential” information. Notwithstanding this
28

1 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
2 transcripts, legal memoranda, correspondence or attorney work product, even if such
3 materials contain "Confidential" information. Any such archival copies that contain or
4 constitute "Confidential" information remain subject to this Protective Order, as set forth in
5 Paragraph 15.

6
7 12. The undersigned counsel shall have the duty to use reasonable care and
8 precautions to ensure that any person under their control or the control of their client who is
9 designated as a Qualified Person observes the terms of this Protective Order.

10
11 13. The restrictions set forth in any of the preceding paragraphs shall not apply to
12 information that (a) was, is, or becomes public knowledge in a manner not in violation of this
13 Order, or (b) was, or is, acquired in good faith from a third party, not a party to this litigation,
14 having the right to disclose such information, or (c) was, or is, discovered independently by
15 the Receiving Party.

16
17 14. Sanctions may be imposed on any individual granted access to "Confidential"
18 information under this Order who uses such "Confidential" information for any purpose other
19 than in connection with this action or in any manner which otherwise violates the terms of
20 this Order.

21
22 15. Even after the termination of this litigation, the confidentiality obligations
23 imposed by this Protective Order shall remain in effect until a Producing Party agrees
24 otherwise in writing or a Court order otherwise directs.

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26 16. All parties who subsequently appear in this case will be subject to this Order.

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IT IS SO STIPULATED.

Dated: February 17, 2009

MILLER LAW GROUP
A Professional Corporation

By: _____ /S/
Lisa C. Hamasaki
Attorneys for Defendant
LUCASFILM ENTERTAINMENT
COMPANY LTD.

Dated: February 17, 2009

LAW OFFICES OF JODY A. MEISEL

By: _____
Jody A. Meisel
Attorneys for Plaintiff
TABITHA TOTAH

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: _____

The Honorable Maxine M. Chesney
UNITED STATES DISTRICT JUDGE

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IT IS SO STIPULATED.

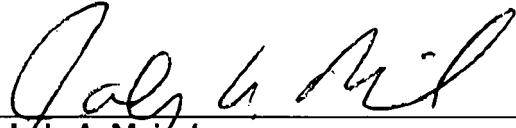
Dated: February 17, 2009

MILLER LAW GROUP
A Professional Corporation

By: _____
Lisa C. Hamasaki
Attorneys for Defendant
LUCASFILM ENTERTAINMENT
COMPANY LTD.

Dated: February 17, 2009

LAW OFFICES OF JODY A. MEISEL

By: 

Jody A. Meisel
Attorneys for Plaintiff
TABITHA TOTAH

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: February 19, 2010



The Honorable Maxine M. Chesney
UNITED STATES DISTRICT JUDGE

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EXHIBIT A
ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT
REGARDING DISCOVERY OF CONFIDENTIAL INFORMATION

The undersigned hereby acknowledges that he/she has read the Protective Order regarding confidentiality entered in this civil action entitled *TABITHA TOTAH v. LUCASFILM ENTERTAINMENT COMPANY, LTD., Does 1-20*, pending in United States District Court, Northern District of California, Case No. C 09-04051 MMC, that he/she understands the terms thereof, that he/she has been designated by _____ as a "Qualified Person" thereunder, and that he/she individually and on behalf of _____, and on behalf of the party who designated him/her as a "Qualified Person", agrees to be bound by such Protective Order, and that he/she acknowledges the jurisdiction of the Court and agrees to be bound by the jurisdiction of the Court.

DATED: _____, 20__.

(signature)

(print name)

4850-1015-5525, v. 1