MILLER LAW GROUP A PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA

1	Janine S. Simerly (SBN 102361)		
2	jss@millerlawgroup.com Lisa C. Hamasaki (SBN 197628)		
	lch@millerlawgroup.com		
3	Jennifer Cotner (ŠBN 255785) jrc@millerlawgroup.com		
4	MILLER LAW GROUP A Professional Corporation		
5	111 Sutter Street, Suite 700		
6	San Francisco, CA 94104 Tel. (415) 464-4300		
7	Fax (415) 464-4336		
8	Attorneys for Defendant LUCASFILM ENTERTAINMENT COMPANY L	TD.	
9	ANGELA ALIOTO 700 Montgomery Street San Francisco, CA 94111		
10			
11			
12			
13	Fax: (415) 438-4638		
	Jody A. Meisel (SBN 109610) Law Offices of Jody A. Meisel 2632 Larkin Street, Suite O		
14			
15			
16	Fax: (415) 884-2790		
17	Attorneys for Plaintiff		
18	TABITHA TOTAH		
19			
20	UNITED STATES DISTRICT COURT		
21	NORTHERN DISTRICT OF CALIFORNIA		
22	TABITHA TOTAH,	Case No.: C 09-04051 MMC	
23	Plaintiff(s),	STIPULATION AND PROTECTIVE	
24	V.	ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS	
25			
26	LUCASFILM ENTERTAINMENT COMPANY, LTD., Does 1-20,		
27	Defendant(s).		
28			
	STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS		
	Case No. C 09-04051 MMC		
		Dockets.Justia.com	

PURPOSE AND LIMITATIONS OF PROTECTIVE ORDER

2

1

3 Disclosure and discovery activity in this action are likely to involve production of 4 confidential, proprietary, or private information for which special protection from public 5 disclosure and from use for any purpose other than prosecuting this litigation would be 6 warranted. In particular, the parties anticipate that in the course of litigating this case, the 7 parties will request from one another and be compelled to disclose records and information 8 containing confidential and proprietary business information about Plaintiff TABITHA 9 TOTAH (hereinafter "Plaintiff) and/or Defendant LUCASFILM ENTERTAINMENT 10 COMPANY LTD. (hereinafter "Defendant") or its agents, affiliates or contractors, and 11 information about Defendant's employees, both past and present, which may contain 12 personal and confidential identifying information subject to the right of privacy guaranteed 13 by Article I, Section 1 of the California Constitution, and under other applicable law or public 14 policy. Such records and information is properly the subject of a protective order, as 15 contemplated by Federal Rule of Civil Procedure 26. Accordingly, the parties have agreed 16 that certain information may be released in discovery subject to an agreement as to how 17 such information may be handled during the course of this litigation and disclosed to others.

18

19 The parties acknowledge that this Stipulated Protective Order does not confer 20 blanket protections on all disclosures or responses to discovery and that the protection it 21 affords extends only to the limited information or items that are entitled under the applicable 22 legal principles to treatment as confidential. The parties further acknowledge, as set forth in paragraph 11 below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the Court to file material under seal.

MILLER LAW GROUP PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA

	2
	3
	4
	5
	6
	7
	8
	9
1	0
	0 1
1	
1 1	1
1 1 1	1 2
1 1 1	1 2 3
1 1 1 1	1 2 3 4
1 1 1 1	1 2 3 4 5

MILLER LAW GROUP PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA 1

STIPULATION

IT IS HEREBY STIPULATED AND AGREED as follows by and between the parties hereto through their undersigned counsel:

The following definitions and provisions shall apply to and govern this Stipulation and Protective Order:

1. "Confidential" information as used herein shall mean any document
 designated and marked "Confidential" by the party producing such documents provided that
 the information qualifies for protection under standards developed under F.R.Civ. P. 26(c).

(a) Each party or non-party that designates information or items as
 "Confidential" must take care to limit any such designation to specific material that qualifies
 under the appropriate standards.

(b) It is not necessary to challenge the propriety of a "Confidential" 18 information designation at the time made, and a failure to do so shall not preclude a 19 subsequent challenge to such a designation. In the event that counsel objects at any stage 20 of this litigation to the propriety of a designation by a party of any information as 21 "Confidential" information, the parties shall first try to resolve such dispute in good faith on 22 an informal basis. The party disputing confidentiality shall notify the party claiming 23 confidentiality of its objections to that designation. The Producing Party shall then have five 24 days to respond to said objections. If the parties are still unable to resolve the dispute, the 25 matter shall be submitted to the Court by filing and serving a motion under Civil Local Rule 7 26 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged 27 material and sets forth in detail the basis for the challenge. Until the matter is heard and

decided by the Court, any documents designated "Confidential" shall remain subject to the
 restrictions of this Protective Order.

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.

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.

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

19

22

13

3

7

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

3. "Receiving Party" shall mean the party receiving the information designated
"Confidential."

26

4.

25

27

28

"Qualified Persons" as used herein shall mean persons who are:

(a) The undersigned counsel and their employees, including without 2 limitation, paralegals, secretaries, and clerical staff.

3 4

5

6

7

8

9

10

14

15

16

17

18

19

20

21

22

23

1

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

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.

> (d) Defendant and its employees.

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

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

Plaintiff. (g)

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.

MILLER LAW GROUP PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA

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.

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

10

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,

28

1 must make reasonable efforts to assure that the material is treated in accordance with the2 provisions of this Protective Order.

3

4

5

6

7

8

9

14

28

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

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.

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

MILLER LAW GROUP PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA

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

6

10

16

21

25

26

27

28

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.

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

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.

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

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

STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS Case No. C 09-04051 MMC

1	IT IS SO STIPULATED.		
2			
3	Dated: February 17, 2009	MILLER LAW GROUP A Professional Corporation	
4			
5		By: /S/	
6		By: /S/ Lisa C. Hamasaki	
7 8		Attorneys for Defendant LUCASFILM ENTERTAINMENT COMPANY LTD.	
9	Dated: February 17, 2009	LAW OFFICES OF JODY A. MEISEL	
10			
11		Ву:	
12		Jody A. Meisel Attorneys for Plaintiff	
13		TABITHA TOTAH	
14			
15	PURSUANT TO STIPULATION, IT IS		
16			
17	Dated:		
18		The Honorable Maxine M. Chesney UNITED STATES DISTRICT JUDGE	
19		UNITED STATES DISTRICT JUDGE	
20			
21			
22			
23			
24			
25			
26			
27			
28		8	
	STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS Case No. C 09-04051 MMC		
	Case No. C		

MILLER LAW GROUP A PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA

1 IT IS SO STIPULATED. 2 Dated: February 17, 2009 MILLER LAW GROUP 3 A Professional Corporation 4 5 By: 6 Lisa C. Hamasaki Attorneys for Defendant 7 LUCASFILM ENTERTAINMENT COMPANY LTD. 8 9 Dated: February 17, 2009 LAW OFFICES OF JODY A. MEISEL 10 11 By: Jody A. Meisel 12 Attorneys for Plaintiff TABITHA TOTAH 13 14 15 PURSUANT TO STIPULATION, IT IS SO ORDERED. 16 17 Dated: February 19, 2010 18 orable Maxine M. Che ED STATES DISTRICT JUDG 19 20 21 22 23 24 25 26 27 28 STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS Case No. C 09-04051 MMC

LI, BR LAW GROUP FESSIONAL CORFIEMTION FRANCISCU, GALIFORNIA

Am

EXHIBIT A

ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT REGARDING DISCOVERY OF CONFIDENTIAL INFORMATION

5 The undersigned hereby acknowledges that he/she has read the Protective Order 6 regarding confidentiality entered in this civil action entitled TABITHA TOTAH v. LUCASFILM 7 ENTERTAINMENT COMPANY, LTD., Does 1-20, pending in United States District Court, 8 Northern District of California, Case No. C 09-04051 MMC, that he/she understands the 9 terms thereof, that he/she has been designated by as a 10 "Qualified Person" thereunder, and that he/she individually and on behalf of 11 , and on behalf of the party who designated 12 him/her as a "Qualified Person", agrees to be bound by such Protective Order, and that 13 he/she acknowledges the jurisdiction of the Court and agrees to be bound by the jurisdiction 14 of the Court. 15 16 DATED: , 20 17 18 19 20 (signature) 21 (print name) 22 23 24 4850-1015-5525, v. 1 25 26 27 28 9 STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF CERTAIN DOCUMENTS Case No. C 09-04051 MMC

MILLER LAW GROUP PROFESSIONAL CORPORATION SAN FRANCISCO, CALIFORNIA 1

2

3