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1 UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

3 LECG, LLC, a California Limited Liability  
4 Company,

5 Plaintiff,

6 vs.

7 SANJAY UNNI, an Individual,

8 Defendant.

Case No.: CV 13-00639 EMC

**STIPULATION AND [PROPOSED]  
ORDER FOR PRODUCTION,  
EXCHANGE AND FILING OF HIGHLY  
CONFIDENTIAL INFORMATION**

9 SANJAY UNNI, an Individual,

10 Counterclaimant,

11 vs.

12 LECG, LLC, a California Limited Liability  
13 Company,

14 Counterdefendant.

15  
16 WHEREAS, the plaintiff and counterdefendant LECG, LLC, a California limited liability  
17 company (“LECG”), and the defendant and counterclaimant Sanjay Unni, an Individual,  
18 (“Unni”), are parties to the above-captioned litigation (the “Litigation”);

19 WHEREAS, LECG and Unni (collectively, the “Parties”) filed and the Court approved the  
20 Parties’ Stipulation for Production, Exchange and Filing of Confidential Information on  
21 September 5, 2013;

22 WHEREAS, the Parties and non-party Berkeley Research Group (“BRG”) agreed to a  
23 Confidentiality Stipulation (“BRG Stipulation”) whereby materials produced, served, or filed by  
24 BRG in this case could be designated as “Confidential” or “Highly Confidential”; and

25 WHEREAS, Unni served non-party Deloitte & Touche LLP (“Deloitte”) with two  
26 subpoenas (“Deloitte Subpoenas”), in or around September 2013 and January 2014, seeking the  
27 production of confidential, tax-related documents of LECG.

1 IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, subject to  
2 the approval of the Court, that the following Stipulation and [Proposed] Order for Production,  
3 Exchange and Filing of Highly Confidential Information (the “Deloitte Stipulation and Order”)  
4 shall govern the handling of documents, depositions, deposition exhibits, and any other  
5 information or material produced, served or filed in connection with the Deloitte Subpoenas  
6 (“Highly Confidential Information”). The Parties further acknowledge and agree, as set forth in  
7 Section 6 below, that the Deloitte Stipulation and Order creates no entitlement to file Highly  
8 Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must  
9 be followed and reflects the standards that will be applied when a party seeks permission from  
10 the Court to file material under seal.

11 1. All documents, information, or testimony by Deloitte in response to the Deloitte  
12 Subpoenas shall constitute Highly Confidential Information and shall be designated as “Highly  
13 Confidential – Attorneys’ Eyes Only.” All information derived from Highly Confidential  
14 Information, including but not limited to extracts, summaries and descriptions of such material,  
15 shall be treated as Highly Confidential in accordance with the provisions of the Deloitte  
16 Stipulation and Order.

17 2. The designation of “Highly Confidential” for purposes of the Deloitte Stipulation  
18 and Order shall be made in the following manner:

19 a. In the case of documents (apart from depositions or other pretrial  
20 testimony): by affixing the legend “Highly Confidential – Attorneys’ Eyes Only” to each page  
21 or by affixing the legend “Highly Confidential – Attorneys’ Eyes Only” to any disk of  
22 documents produced (whereby all documents on the disk will be presumed to be Highly  
23 Confidential).

24 b. In the case of depositions or other pretrial testimony that identifies the  
25 specific data contained within the documents identified in Paragraph 2(a) above, by directing  
26 the court reporter that the appropriate confidentiality legend be affixed to those portions of the  
27 original and all copies of the transcript which identify the specific data contained within the  
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1 documents identified in Paragraph 2(a) above. The Parties may modify this procedure for any  
2 particular deposition, through agreement on the record at such deposition, without further order  
3 of the Court.

4 3. Highly Confidential Information may be provided only to counsel of record for  
5 the Parties and, unless otherwise directed by the Court, may be disclosed only to the following  
6 persons:

7 a. Counsel of record to the Parties in the Litigation, and the legal associates,  
8 paralegals and clerical or other support staff who are employed by such counsel or its client and  
9 are actually involved in assisting in the litigation;

10 b. The author(s), recipient(s), addressee(s), and person(s) copied with  
11 respect to the particular Highly Confidential Material, and their counsel;

12 c. Experts, tax consultants, or investigators and their staff (collectively,  
13 “Experts”) retained or consulted by counsel for the Parties to assist in the preparation of the  
14 Litigation, in accordance with the terms of Paragraph 5 below;

15 d. Witnesses testifying under subpoena or by notice;

16 e. Court reporters, including stenographers and video technicians,  
17 transcribing proceedings in the Litigation;

18 f. Other persons to whom the Court specifically allows disclosure, after  
19 written application by the Party seeking such disclosure and an opportunity to reply by the  
20 Producing Party or Parties;

21 g. Any court of competent jurisdiction before which the Litigation is  
22 pending;

23 h. Any mediator agreed upon by the Parties, and such mediator’s employees  
24 and staff; and

25 i. Outside copy and computer services personnel for purposes of copying,  
26 imaging, or indexing documents.

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1           4.       Every person given access to Highly Confidential Information or material  
2 contained therein shall not make copies, duplicates, extracts, summaries or descriptions of such  
3 material, or any portion thereof except for use in connection with the Litigation, shall be advised  
4 by the Party providing such access that the information is being disclosed pursuant and subject  
5 to the terms of the Deloitte Stipulation and Order and may not be disclosed other than pursuant  
6 to the terms hereof, and each such copy is to be treated in accordance with the provisions of the  
7 Deloitte Stipulation and Order.

8           5.       Highly Confidential Information may be provided to persons listed in paragraph  
9 3(e) above to the extent necessary for such expert, tax consultant or investigator to prepare a  
10 written opinion, to prepare to testify, or to assist counsel in the prosecution or defense of the  
11 Litigation, provided that such expert, consultant or investigator is using said Highly  
12 Confidential Information solely in connection with this Litigation and provided further that such  
13 expert, consultant or investigator signs an undertaking in the form attached as Exhibit A hereto.  
14 The original of each such signed undertaking shall be maintained by the counsel providing the  
15 Highly Confidential Information to such expert, consultant or investigator.

16           6.       In the event that counsel for any Party determines to file with the Court any  
17 Highly Confidential Information, counsel shall file and serve an Administrative Motion to File  
18 Under Seal pursuant to Civil Local Rule 79-5, and shall follow all of the applicable procedures  
19 set forth in that Local Rule. Documents shall be filed under seal only after issuance of a specific  
20 order by the Court, for good cause shown.

21           7.       All Highly Confidential Information and any documents or information derived  
22 therefrom, shall be used solely for purposes of the Litigation and may not be used for any other  
23 purpose whatsoever, including but not limited to any business or commercial purpose, for  
24 dissemination to the media or the public, or in connection with any other judicial, administrative  
25 or arbitral proceeding. Any Highly Confidential Information may be used in any proceeding in  
26 the Litigation, including, if otherwise permissible, as evidence at any hearing or the trial of the  
27 Litigation, in open court or on appeal, without violation of the Deloitte Stipulation and Order,  
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1 but Highly Confidential Information shall not lose its status as Highly Confidential Information  
2 through such use. Nothing in the Deloitte Stipulation and Order, however, shall preclude a  
3 Party from seeking an appropriate protective order from the Court, should that Party seek to  
4 maintain the confidentiality of material used in open court.

5 8. Entering into or agreeing to the Deloitte Stipulation and Order, and/or producing  
6 or receiving Highly Confidential Information or otherwise complying with the terms of the  
7 Deloitte Stipulation and Order, shall not: (i) constitute a waiver of any privilege by LECG or  
8 Deloitte; (ii) prejudice in any way the rights of any Party to object to the production of  
9 documents or information it considers not subject to discovery or to object to the authenticity or  
10 admissibility into evidence of any document, testimony or other evidence subject to the Deloitte  
11 Stipulation and Order; (iii) prejudice in any way the rights of a Party to petition the Court for a  
12 further protective order relating to any purportedly Highly Confidential Information; or (iv)  
13 prevent the Parties from agreeing to alter or waive the provisions or protections provided for  
14 herein with respect to any particular material produced.

15 9. The provisions of the Deloitte Stipulation and Order shall, absent written  
16 permission of the Producing Party or further order of the Court, continue to be binding  
17 throughout and after the conclusion of the Litigation. Within 60 business days after receiving  
18 notice of entry of an order, judgment or decree finally ending the Litigation, including without  
19 limitation any appeals therefrom, all persons having received Highly Confidential Information  
20 shall destroy all such Highly Confidential Information and certify that fact to counsel for LECG.  
21 Outside counsel for the Parties shall be entitled to retain court papers, deposition and trial  
22 transcripts and attorney work product; provided, however, that such outside counsel, and  
23 employees of such outside counsel, shall maintain the confidentiality thereof pursuant to the  
24 terms of the Deloitte Stipulation and Order.

25 10. The Parties agree to be bound by the terms of the Deloitte Stipulation and Order  
26 pending the entry by the Court of the Deloitte Stipulation and Order, or an alternative thereto  
27 which is satisfactory to the Parties and the Court, and any violation of the terms of the Deloitte  
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1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_, declare that:

4 1. My address is \_\_\_\_\_.

5 2. My present employer is \_\_\_\_\_.

6 3. My present occupation or job description is

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10 I hereby acknowledge that I may receive information designated as “Highly  
11 Confidential – Attorneys’ Eyes Only” in connection with the matter of *LECG, LLC v. Sanjay*  
12 *Unni*, Case No. CV 13-00639 EMC, and certify my understanding that such information is  
13 provided to me pursuant to the terms and restrictions of the Deloitte Stipulation and Order for  
14 Production, Exchange, and Filing of Highly Confidential Information entered by the Court in  
15 this case on \_\_\_\_\_; that I have been given a copy of and have read said Deloitte  
16 Stipulation and Order; that I am familiar with the terms thereof; that I agree to comply with,  
17 and to be bound by the terms thereof; that I agree to hold in confidence any information  
18 divulged to me pursuant to the terms of said Deloitte Stipulation and Order; and, to effectuate  
19 my compliance with said Deloitte Stipulation and Order, I hereby submit myself to the  
20 jurisdiction of the United States District Court for the Northern District of California solely for  
21 the purpose of enforcing compliance with said Deloitte Stipulation and Order.  
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24 I understand that I am to retain all copies of any of the materials that I receive which  
25 have been designated as “Highly Confidential – Attorneys’ Eyes Only” either electronically or  
26 in a container, cabinet, drawer, room or other safe place, and that all copies are to remain in my  
27 custody until have I have completed my assigned or legal duties, whereupon the copies are to  
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1 be returned or destroyed as specified in the Deloitte Stipulation and Order. I acknowledge that  
2 such return or the subsequent destruction of such materials shall not relieve me from any of the  
3 continuing obligations imposed upon me by said Deloitte Stipulation and Order. I further agree  
4 to notify any stenographic or clerical personnel who are required to assist me of the terms  
5 thereof.  
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7 I declare under penalty of perjury that the foregoing is true and correct.

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9 Date: \_\_\_\_\_

10 Signed: \_\_\_\_\_  
11 \_\_\_\_\_

12 (name typed or printed)

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