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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

LANDMARK EDUCATION
CORPORATION, a corporation,

Plaintiff,

vs.

MARGARET THALER SINGER, an
individual, JANJA LALICH, an individual,
and DOES 1 through 100, inclusive,

Defendants.

Case No. 976037

STIPULATION FOR PROTECTIVE
ORDER RE CONFIDENTIALITY AND
[PROPOSED] ORDER

ENDORSED
FILED
San Francisco County Superior Court
MAR 18 1997

ALAN CARLSON, Clerk
BY: CRISTINA F. BAUTISTA
County Clerk

1 Plaintiff Landmark Education Corporation and defendants Margaret Thaler
2 Singer and Janja Lalich, by and through their respective attorneys, hereby stipulate and
3 agree as follows:
4

5 Discovery in the above-entitled action may require disclosure of certain
6 information considered to be confidential by one or more parties to this Stipulation for
7 Protective Order re: Confidentiality and Protective Order (the "Protective Order").
8 Consequently, the parties hereby stipulate to, and request the Court to enter, the following
9 Protective Order:
10

11 DEFINITIONS
12

13 As used herein, the following terms shall have the meaning and significance
14 set forth:
15

16 A. "Discovery Material" shall mean information obtained through
17 discovery procedures in this action, whether formal or informal.
18

19 B. "Attorneys for any party" includes attorneys of record in these
20 proceedings, their partners and associates, and in-house counsel employed by the parties.
21 All of said attorneys shall be bound by the provision of this Order.
22

23 C. "Person" shall mean, in the plural as well as in the singular, any
24 individual, corporation, firm, association, partnership, business trust, governmental body or
25 any other legal or business entity, unless specified herein to the contrary.
26

27 D. "Document" or "Documents" shall have the meaning contemplated by
28 the California Code of Civil Procedure, and shall include, but not be limited to, any

1 permanent or semi-permanent, physical or tangible embodiment of any information or
2 communication within the scope of discovery, including C.C.P. § 2031, produced by any
3 party, or otherwise made available to attorneys for any party in this action. This definition
4 shall include, without limitation, magnetic impulse, mechanical or electronic record,
5 recording or writing, and all matters defined in Evidence Code Section 250.

6
7 E. The "Book" shall mean the book entitled *Cults In Our Midst - The*
8 *Hidden Menace In Our Everyday Lives*, authored by Margaret Thaler Singer and Janja
9 Lalich.

10
11 F. "Confidential Material" shall mean Discovery Material designated by a
12 party in good faith as Confidential Material containing information concerning any of the
13 following subjects:

- 14
15 (1) Trade secrets or confidential business information; or
16
17 (2) Information held under a written commitment of confidentiality to
18 third parties; or
19
20 (3) Unpublished resource materials created, used, or reviewed by
21 defendants or their publisher in the preparation of the Book for which
22 there is a reasonable expectation of privacy.

23
24 Information in the foregoing categories shall be treated as confidential if and after it has
25 been so designated by the producing party by stamping or affixing thereon the words
26 "**CONFIDENTIAL UNDER PROTECTIVE ORDER,**" "**CONFIDENTIAL**" or
27 "**CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER.**" Information in the foregoing
28 categories also may be treated as confidential if the Discovery Material is material that has

1 been produced by a third party as to which a party in good faith has a reasonable
2 expectation of privacy. In the latter case, that party shall notify the other party of the
3 particular material that is being designated as Confidential Material, and the notified party
4 shall stamp or affix the words "CONFIDENTIAL UNDER PROTECTIVE ORDER,"
5 "CONFIDENTIAL" or "CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER" to this
6 material. The affixing of the words "CONFIDENTIAL UNDER PROTECTIVE ORDER,"
7 "CONFIDENTIAL" or "CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER" shall
8 constitute a representation by counsel for the designating party of a good faith belief that
9 the designated material is confidential. Counsel for a party may designate a portion of a
10 deposition or court transcript considered Confidential Material by informing counsel for the
11 opposing party at the time testimony is given or, alternatively, in the case of transcripts of
12 deposition testimony, by notice in writing within ten (10) business days after receipt of the
13 transcript as to the specific pages designated confidential and thereafter they shall be
14 treated as Confidential Material subject to the terms of the Protective Order. Such
15 designated portions shall then promptly be stamped "CONFIDENTIAL UNDER
16 PROTECTIVE ORDER." The designation of Discovery Material as confidential is not
17 determinative of such material's confidential status (see #3 below).

18
19 PROTECTIVE ORDER

20
21 1. This Order shall govern all confidential Discovery Material produced
22 or designated by plaintiff or defendants (the "producing party") in response to any discovery
23 conducted by another party in these proceedings (the "receiving party"). A third party also
24 may avail itself of the terms of this Order and designate Discovery Material as Confidential
25 Material only if both parties approve, in writing, of such use of this Order.

26
27 2. Confidential Material disclosed in this litigation may be used only for
28 purposes of trial preparation, pre-trial, trial and appeal, if any, of this litigation.

1 Information obtained from Confidential Material shall be treated as confidential by the
2 parties, attorneys for the parties, and by any other persons obtaining such information in
3 accordance with the terms of this Order. None of said Confidential Material, nor any
4 information obtained therefrom, shall be used by or on behalf of any party or person for
5 other purposes unless agreed to in writing by all parties to this Protective Order, or as
6 authorized by further order of the Court. Confidential Material, however, does not include
7 any information that: (a) was publicly available or generally known at the time of
8 disclosure; (b) became publicly available or generally known after the time of disclosure
9 through no fault of the receiving party; (c) was known or possessed by the receiving party at
10 the time of disclosure; (d) was received from a third party who was under no obligation of
11 confidentiality to the producing party; or (e) was developed independently of the disclosure.
12

13 3. The receiving party may, at any time, notify the producing party that
14 the receiving party does not concur in the designation of any specific Discovery Material as
15 Confidential Material. The producing party may, within twenty (20) business days after
16 such notification, move the Court for a Protective Order covering those specific Discovery
17 Materials. If no such motion is filed, such documents or Discovery Materials shall, after
18 the expiration of the 20-day period, no longer be deemed confidential. If such motion is
19 filed, the document or Discovery Material shall be deemed Confidential Material unless
20 and until the Court rules otherwise.
21

22 4. Any party may withdraw its designation of materials as "Confidential
23 Material" at any time by giving written notice of such withdrawal to the other parties.
24

25 5. Confidential Material may only be disclosed to or used by: (a)
26 attorneys for any party; (b) paralegal or clerical assistants who are employed by attorneys
27 for any party; (c) parties, or their employees, officers, and directors, requiring access solely
28 for the purpose of this lawsuit; (d) deposition notaries and staff only for purposes of

1 recording and transcribing testimony; (e) independent experts and consultants and the
2 employees of such experts and consultants that are employed by attorneys for the parties in
3 connection with this action; (f) any person who counsel in good faith believes is necessary
4 to assist counsel in this litigation; and (g) to any third-party deponent. Any person
5 qualifying for access to Confidential Material by virtue of subparagraph (e) or (f) hereof
6 shall not review, have access to, or be provided any Confidential Material unless and until
7 such person signs the attached "Agreement to Be Bound," binding him or her to the terms
8 of this Order.

9
10 6. (a) As to the category described in Paragraph 5(f), defendants will
11 provide Confidential Material to persons in these categories only if those persons were
12 formerly or are presently affiliated with Landmark, were formerly or are presently affiliated
13 with defendants' publisher, or if those individuals are experts in the fields referred to as
14 "thought reform" or "coercive persuasion." Before Confidential Material is disclosed to a
15 person in the category described in Paragraph 5(f) other than those described in the
16 previous sentence, defendants shall first have served written notice of such proposed
17 disclosure upon Landmark at least five (5) days before the first intended disclosure of any
18 Confidential Material to such person. Such written notice need not disclose the name of
19 the person to whom such information is proposed to be disclosed, but it shall contain at
20 least the following: (1) the documents or the general category of Confidential Material
21 proposed to be disclosed; (2) the reason why it is necessary to disclose the Confidential
22 Material to the person; and (3) a statement that the person has executed an Agreement to
23 be Bound by Protective Order.

24
25 (b) Defendants will not disclose Confidential Material to any officer
26 or director of the Cult Awareness Network or the American Family Foundation.
27 Defendants reserve the right to move the Court to modify this subparagraph.
28

1 7. If Landmark notifies defendants in writing of its objection within five
2 (5) days after the receipt of the notice required under Paragraph 6, no Confidential
3 Material shall be disclosed to the proposed recipient pending further proceedings as
4 hereafter described. The parties shall first attempt to resolve such objection in good faith
5 on an informal basis. If the dispute cannot be resolved within two (2) days after Landmark
6 notifies defendants of its objection, defendants may upon the expiration of five (5)
7 additional days, disclose the Confidential Material, unless Landmark within that five (5) day
8 period applies to the Court to prohibit such person from receiving Confidential Material.
9 Until the Court rules on Landmark's application, no Confidential Material shall be
10 disclosed to any person for whom an application has been made.

11
12 8. In the event that any Confidential Material is to be included with, or
13 the contents thereof are disclosed in, any pleading, motion papers, deposition transcript or
14 any other papers filed with the clerk of this Court, the producing party shall be given notice
15 of such filing and shall have ten (10) business days within which to move the Court to
16 retain such material under seal or to submit to the Court a Stipulation that such material
17 may remain under Seal. Prior to the disposition of such motion, court papers containing
18 Confidential Material shall be lodged under seal and kept by the clerk under seal. The
19 foregoing shall not prevent a second copy of any pleadings or paper specifically intended
20 for review by the Court from being hand delivered to the Court's chambers, provided that
21 the front page of any such pleadings or paper and each page of any exhibit containing or
22 referring to Confidential Material shall be marked or designated "**CONFIDENTIAL**
23 **MATERIAL UNDER PROTECTIVE ORDER.**"

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25 9. This Protective Order shall not preclude any party from introducing
26 "Confidential Material" or related information into evidence at trial. The confidentiality of
27 such materials shall be protected as determined and directed by the Court.
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1 10. Within thirty days of the termination of this litigation, including all
2 appeals therefrom, counsel for the receiving party or parties shall return all Confidential
3 Material received hereunder, including copies thereof, to counsel for the producing party,
4 or destroy the same. However, counsel for each party may retain one copy of all pleadings,
5 transcripts, marked exhibits, and work product documents containing or referring to
6 Confidential Material, subject to the protections of this Order. Counsel may not disclose
7 the retained copy to any person or entity, including any parties, without prior court order.
8 Landmark reserves the right to move the Court for an order compelling counsel for
9 defendants to return its copy of all Confidential Material received hereunder as well.
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11 11. The termination of proceedings in these actions shall not relieve any
12 person to whom Confidential Material has been disclosed from the obligations of this
13 Order, unless the Court orders otherwise.
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1 12. Nothing contained herein shall preclude any party from seeking and
2 obtaining, on an appropriate showing, additional protection with respect to the
3 confidentiality of documents or other Discovery Material. Any party may move the Court
4 to modify or terminate this Order for good cause shown.

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6 DATED: March 12, 1997

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8
9 By Stan Blumenfeld (nij)
Stan Blumenfeld
10 Attorneys for Defendants Margaret Thaler
Singer and Janja Lalich

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12 DATED: March 12, 1997

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15
16 By Terry Gross
Terry Gross
17 Attorneys for Plaintiff Landmark Education
18 Corporation

19 ORDER

20 IT IS SO ORDERED.

LORETTA M. NORRIS

21 Dated: 3-14 97

22 HONORABLE COMMISSIONER