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FILED
CLERK, U.S. DISTRICT COURT
OCT 22 1998
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN DOE I, et al.,) Case No. CV 96-6959-RAP (BQRx)
)
Plaintiffs,) AMENDED PROTECTIVE ORDER
) GOVERNING THE TREATMENT OF THE
v.) IDENTITIES OF PLAINTIFFS AND
) CERTAIN WITNESSES
UNOCAL CORP.; et al.,)
)
Defendants.)

The Court, having considered the respective proposed orders submitted by the parties concerning the treatment of the identities of plaintiffs and certain witnesses, as well as the briefs submitted in support of and in opposition to the respective proposed orders, and having considered the arguments of counsel, hereby ORDERS as follows:

1. All pleadings, papers, and documents filed in the public docket of CV 96-6112-RAP shall henceforth use pseudonyms such as John Roe I, and all pleadings, papers, and documents filed in the public docket of CV 96-6959-RAP shall continue to use pseudonyms such as John Doe I, as appropriate, whenever referring to the

1 members of any firm where any counsel for Unocal practices, and
2 experts or consultants retained by Unocal for the purposes of this
3 litigation, may be designated as additional "qualified persons,"
4 provided that the Designated Unocal counsel may not designate as a
5 "qualified person" pursuant to this paragraph any person who is or
6 was an officer or employee of the Government of the Union of
7 Myanmar, the Myanma Oil and Gas Enterprise ("MOGE"), or the
8 Government of the Kingdom of Thailand; and

9 (2) prior to the disclosure of the Plaintiffs' true names
10 or other identifying information, as defined below, to any
11 designated "qualified person," the employee, expert, or consultant
12 must first individually execute an agreement, in the form set forth
13 as Exhibit B to this Order, that he or she will not disclose
14 identifying information (as defined below) except in accordance with
15 this Order;

16 (3) disclosure of a Plaintiff's, or a Plaintiff's parent,
17 spouse or child's "protected address," as defined in paragraph 10
18 below, shall be restricted to "Designated Unocal counsel's eyes
19 only." Any other disclosure of a Plaintiff's protected address or a
20 Plaintiff's parent, spouse or child's protected address shall be
21 prohibited until further order of the Court; upon defendants'
22 application.

23 5. Neither the true names of the Plaintiffs, nor any other
24 identifying information (as defined below), shall be disclosed by
25 any party, or any attorney, representative, employee, expert, or
26 consultant of a party, to any person except in accordance with the
27 terms of this Order, and any document containing such information
28 must be stored in a manner calculated to prevent theft,

1 misappropriation, or inadvertent disclosure;

2 6. Any document filed with the Court in this case that
3 contains the true names of the named Plaintiffs, or any other
4 identifying information (as defined below), shall be filed under
5 seal and shall not be disclosed by Unocal or their counsel to any
6 person, unless that person is authorized under paragraphs 3, 4, or
7 9(b) (3) to receive such information and that person has previously
8 executed the appropriate nondisclosure agreement referred to in
9 paragraphs 3, 4, or 9(b) (3);

10 7. Subject to paragraph 6, nothing in this Order is intended
11 to prevent or limit Unocal from filing any document with the Court.
12 Moreover, any written transcript of the deposition of a Plaintiff
13 from which all identifying information (as defined below) has been
14 excised shall not be subject to the restrictions of this Order,
15 except that any such written transcript, if filed with the Court in
16 complete or substantially complete form, shall be filed under seal;

17 8. Notwithstanding any other provision of this Stipulation
18 and Protective Order, Unocal may, without regard to the limitations
19 set forth above, make use of any identifying information (as defined
20 below) that the Plaintiffs publicly disclose, including disclosure
21 in the Court's public docket, and also may rebut, without regard to
22 the limitations set forth above, any such public disclosure by using
23 information of like character as to the specific Plaintiff to which
24 the publicly disclosed identifying information relates. However,
25 where the public disclosure consists of disclosure in the Court's
26 public docket, the provisions of the preceding sentence shall not be
27 applicable unless: (1) Unocal first delivers to Plaintiffs' counsel
28 written notice, by facsimile, that Plaintiffs have made such a

1 disclosure in the public docket, and (2) one of the following
2 occurs: (a) five court days expire after delivery of such written
3 notice without Plaintiffs having filed with the Court, and served by
4 facsimile and U.S. Mail, a motion to place under seal the publicly
5 disclosed information that is in the public docket, or (2) the Court
6 denies such a motion filed within such five-day period;

7 9. Notwithstanding any other provision of this Order, any
8 Designated Unocal counsel shall be an "investigative person"
9 permitted to carry out investigative activities as described in
10 subparagraph (b), and Designated Unocal counsel may designate
11 additional "investigative persons" pursuant to subparagraph (a), and
12 such persons shall be permitted to carry out investigative
13 activities as described in subparagraph (b):

14 (a) Designated Unocal counsel shall designate additional
15 "investigative persons" only in accordance with the following
16 limitations:

17 (1) Only a person who is, at the time of
18 designation, an employee of Unocal Corporation, or of any direct or
19 indirect subsidiary of Unocal Corporation, and who was also such an
20 employee as of January 1, 1998, may be designated as an additional
21 "investigative person", and such person must also meet the
22 requirements of a "qualified person" in paragraph (4) and must
23 individually execute an agreement, in the form set forth as Exhibit
24 B to this Stipulation and Protective Order, that he or she will not
25 disclose identifying information (as defined below) except in
26 accordance with this Order;

27 (2) No person who is or was, at any time, a citizen
28 of the Union of Myanmar or of the Kingdom of Thailand may be

1 designated as an additional "investigative person";

2 (3) No person who is or was, at any time, an officer
3 or employee of the Government of the Union of Myanmar, the Myanma
4 Oil and Gas Enterprise ("MOGE"), or the Government of the Kingdom of
5 Thailand may be designated as an additional "investigative person";
6 and

7 (4) No more than five persons shall be designated as
8 additional "investigative persons".

9 (b) Notwithstanding any other provision of this Order, an
10 "investigative person" may conduct the following investigative
11 activities:

12 (1) An investigative person may travel to any
13 village or other location, inside or outside the Union of Myanmar,
14 where events relevant to this action are alleged to have occurred or
15 any Plaintiff has resided, with the exception, until further order
16 of the Court, of a Plaintiff's protected address or a Plaintiff's
17 parent, spouse or child's protected address, as defined in paragraph
18 10 below, and may therein ask questions, orally or in writing,
19 concerning any particular Plaintiff or Plaintiffs, provided that:

20 (A) in traveling to any village within the
21 "pipeline corridor", as defined below, an investigative person shall
22 travel without escort from any current or former official or
23 employee of the Government of the Union of Myanmar or MOGE;

24 (B) any translator used in such questioning
25 must not be a current or former official or employee of the
26 Government of the Union of Myanmar or MOGE and must individually
27 execute an agreement, in the form set forth as Exhibit B to this
28 Order, that he or she will not disclose identifying information (as

1 defined below) except in accordance with this Order; and
2 (C) before disclosing any identifying
3 information, the investigative person shall inquire of any person
4 questioned whether such person is an official or employee of the
5 Government of the Union of Myanmar or MOGE, and no such disclosure
6 of identifying information shall be made if the investigative person
7 knows that such disclosure may be overheard by or transmitted to a
8 person then known by the investigative person to be an official or
9 employee of the Government of the Union of Myanmar;

10 (D) except for disclosure to Designated
11 Unocal counsel, until further order of the Court, no person may
12 disclose a Plaintiff's protected address or a Plaintiff's parent,
13 spouse or child's protected address, as defined in paragraph 10
14 below.

15 (2) Notwithstanding Subparagraph (9) (b) (1), in the
16 case of a Plaintiff who has been alleged (A) to have served in any
17 armed service, military unit, battalion, platoon, or division of the
18 Government of the Union of Myanmar or of the State Law and Order
19 Restoration Council, or (B) to have suffered physical violence
20 committed by, or at the direction of, any employee, member, or
21 officer of any such armed service, military unit, battalion,
22 platoon, or division, an "investigative person" may also, for the
23 purpose of inquiring concerning such Plaintiff's alleged service or
24 alleged suffering of physical violence, ask questions concerning
25 such matters of any person whom the investigative person reasonably
26 believes has relevant information concerning such Plaintiff's
27 alleged service or alleged suffering of physical violence, including
28 an employee, member, or officer of any armed service, military unit,

1 battalion, platoon, or division of the Government of the Union of
2 Myanmar or of the State Law and Order Restoration Council, provided
3 that under no circumstances may a Designated Unocal counsel or other
4 "investigative person" disclose the current address of any Plaintiff
5 or of the spouse, parents, and children of any Plaintiff;

6 (3) Notwithstanding Subparagraph (9)(b)(1), in the
7 case of a Plaintiff who has been alleged either (A) to have been
8 employed by the Moattama Gas Transportation Company, Total Myanmar
9 Exploration and Production Company, Total, S.A., or any direct or
10 indirect affiliate thereof, or (B) to have performed labor at the
11 request or direction of any employee or official of any such company or
12 subsidiary, an "investigative person" may also, for the purpose of
13 inquiring concerning such Plaintiffs' alleged service or alleged
14 forced labor, ask questions concerning such matters of any employee,
15 official, or agent of any such company or affiliate, with the
16 exception, until further order of the Court, of the Government of
17 Myanmar and MOGE, whom the investigative person reasonably believes
18 would be of assistance in obtaining relevant information concerning
19 such Plaintiffs' alleged employment or alleged labor, provided that
20 under no circumstances may a Designated Unocal counsel or other
21 "qualified person" disclose the current address of any Plaintiff or
22 of the spouse, parents, and children of any Plaintiff, and provided
23 further that any individual to whom disclosure of identifying
24 information is made pursuant to this Subparagraph must first execute
25 an agreement, in the form set forth as Exhibit C to this Order, that
26 he or she will not disclose such identifying information except in
27 accordance with this Order. By executing such an agreement, the
28 executing individual agrees that the individual will not disclose

1 any identifying information (as defined below) except to a qualified
2 person or to another employee, official, or agent of Moattama Gas
3 Transportation Company, Total Myanmar Exploration and Production
4 Company, Total, S.A., or any direct or indirect affiliate thereof
5 whom that individual reasonably believes would be of assistance in
6 obtaining relevant information concerning such Plaintiffs' alleged
7 employment or alleged labor and who also has signed an agreement in
8 the form set forth as Exhibit C. Any agreement to be bound by this
9 Order signed by an employee, official, or agent of Moattama Gas
10 Transportation Company, Total Myanmar Exploration and Production
11 Company, Total, S.A., or any direct or indirect affiliate thereof,
12 pursuant to this Subparagraph or otherwise, shall be without
13 prejudice to Total, S.A.'s assertion that this Court does not have
14 personal jurisdiction over Total, S.A.;

15 (4) Nothing in Subparagraphs 9(b)(2) or (3) shall be
16 construed to preclude an investigative person from disclosing the
17 address of the Plaintiff as it was at the time of any such alleged
18 service or alleged suffering of physical violence, or at the time of
19 any such alleged employment or alleged labor, regardless of whether
20 or not that is the current address of any Plaintiff or of the
21 spouse, parents, and children of any Plaintiff;

22 10. For purposes of this Order, the phrase "identifying
23 information" means a Plaintiff's true name, any photographic or other
24 pictorial depiction of the physical likeness of a Plaintiff, any
25 tape recording of a Plaintiff's voice, a Plaintiffs' current or
26 former address, and the names and current or former addresses of the
27 spouse, parents, and children of any Plaintiff, excluding any
28 Plaintiff's address or address of a Plaintiff's parent, spouse or

1 child that qualifies as a "protected address" as defined in the
2 following sentence. For purposes of this Order, the phrase
3 "protected address" means any address (a) at which a Plaintiff or a
4 Plaintiff's parent, spouse or child both (i) currently resides and
5 (ii) has never resided at any time prior to October 1, 1998; (b)
6 that has been properly identified by plaintiffs' counsel as an
7 "address" (i.e., with reference to a specific structure and not by
8 general reference to a village or camp, unless the individual does
9 not reside in a specific structure and the location can be
10 identified only by reference to a village or camp); and (c) that has
11 been designated by Plaintiffs' counsel as that Plaintiff's or that
12 Plaintiff's parent, spouse or child's "protected address," along with
13 a representation that the two criteria in provision 10(a) have been
14 met;

15 11. For purposes of this Protective Order, the "pipeline
16 corridor" means the area including the Tenasserim region of Burma and
17 bounded on the north by the latitudinal line 15 degrees, 15 minutes
18 North; on the south by the latitudinal line 13 degrees, 30 minutes
19 North; on the west by the coastline, including the offshore islands;
20 and on the east by the Thai/Burmese border, but also including
21 refugee camps situated on the Thai side of the border in which any
22 plaintiff has resided or currently resides with the exception of any
23 refugee camp designated pursuant to paragraph 10 as a "protected
24 address;"

25 11.5. For purposes of this Protective Order, the terms
26 "Government of the Union of Myanmar," "Myanma Oil and Gas Enterprise,"
27 and "MOGE" shall not include present or former employees of MOGE who
28 have been seconded full time by MOGE to the Total Myanmar

1 Exploration and Production Company ("TMEP") and have been working for
2 TMEP continuously since January 1, 1998 as full-time "community
3 liaisons," as described in the Declaration of Carol Scott, dated
4 August 28, 1998;

5 12. The provisions of paragraphs 1 and 3-11.5 of this Order
6 shall apply to a deponent as if that deponent were a "Plaintiff" for
7 purposes of said provisions, if but only if, either (1) counsel for
8 the Plaintiffs and counsel for Unocal have stipulated, in writing,
9 that said provisions shall so apply; or (2) the Court specifically
10 so orders with respect to said deponent;

11 13. Nothing in this Order is intended to restrict the ability
12 of Unocal to investigate the factual allegations of this case by
13 using employees, experts, or consultants to whom Unocal has not
14 disclosed the true names of, or other identifying information (as
15 defined above) about, the Plaintiffs;

16 14. Nothing herein shall be construed to suggest that Unocal
17 has agreed that the provisions of this Order, or any of them, could
18 be imposed over Unocal's objections or that they should apply to the
19 conduct of the trial. On the contrary, the question of what
20 provisions are appropriate for a protective order for other phases
21 of this litigation is a matter that should be addressed in a further
22 order or orders of this Court, such as a Pre-Trial Conference Order.
23 In particular, the Court notes Unocal's position that certain
24 provisions of this Order may, in practice, seriously and
25 unacceptably infringe upon Unocal's rights under the due process
26 clause and the federal and local rules to conduct a full
27 investigation and defense of this action. Unocal has not waived and
28 does not waive any right to move the Court for the amendment,

1 modification, or revocation of this Order on any grounds;

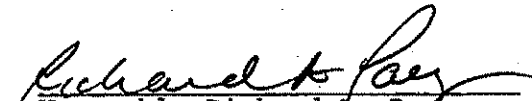
2 15. This Order supersedes any previous orders concerning the
3 confidentiality of the Plaintiffs' identities, including the
4 November 25, 1996 order permitting the Plaintiffs in 96-6112-RAP to
5 file a complaint using fictitious names, the April 21, 1997 order
6 governing class discovery in 96-6959-RAP; and the June 19, 1998
7 Protective Order Governing the Treatment of the Identities of
8 Plaintiffs and Certain Witnesses;

9 16. Unless and until a further order is entered by this Court,
10 the provisions of this Order shall continue in effect with respect
11 to information obtained thereunder.

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13 IT IS SO ORDERED.

14 Dated: October 22, 1998


Honorable Richard A. Paez
United States District Judge

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Exhibit A (attorneys)

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, the undersigned, an attorney at _____,
have received a copy of the Order entered by the Court on May ____,
1998 in John Roe I, et al. v. Unocal, Inc., et al., No. CV 96-6112-
RAP and John Doe I, et al. v. Unocal Corp., et al., No. CV 96-6959-
RAP. I have read and understood that Order, and I agree to be bound
by the provisions of that Order. In particular, I agree that I will
not disclose the identities of the named plaintiffs pseudonymously
designated in the complaint in the aforementioned case, or any other
identifying information (as defined in that Order), except in
accordance with the provisions of that Order.

Dated: _____

[Signature]

[Print name here]

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Exhibit B (non-attorneys)

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, the undersigned, have received a copy of the Order entered by the Court on May __, 1998 in John Roe I. et al. v. Unocal Inc., et al., No. CV 96-6112-RAP, and John Doe I. et al. v. Unocal Corp., et al., No. CV 96-6959-RAP. I have read and understood that Order, and have had it explained to me by counsel for Unocal. I agree to be bound by the terms of that Order. In particular, I agree that I will not disclose the identities of the named plaintiffs pseudonymously designated in the complaint in the aforementioned case, or any other identifying information (as defined in that Order), except in accordance with the provisions of that Order.

Dated: _____

[Signature]

[Print name here]

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Exhibit C

(employees, officials, or agents of Moattama Gas Transportation Company, Total Myanmar Exploration and Production Company, Total, S.A., or any direct or indirect affiliate thereof)

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, the undersigned, have received a copy of the Order entered by the Court on May ____, 1998 in John Roe I, et al. v. Unocal, Inc., et al., No. CV 96-6112-RAP, and John Doe I, et al. v. Unocal Corp., et al., No. CV 96-6959-RAP. I have read and understood that Order, including Subparagraph 9(b)(3) of that Order. I agree to be bound by the terms of that Order. In particular, I agree that I will not disclose the identities of the named plaintiffs pseudonymously designated in the complaints in the aforementioned case, or any other identifying information (as defined in that Order), except in accordance with that Order. I understand that this agreement is made without prejudice to Total, S.A.'s assertion that the Court does not have personal jurisdiction over Total, S.A.

Dated: _____

[Signature]

[Print name here]