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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SAMUEL CRUZ, PATRICIA  
CORONA MARTINON, and PAUL  
AGUIRRE, as individuals and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

SARA LEE CORPORATION, SARA  
LEE BAKERY GROUP,  
EARTHGRAINS BAKING  
COMPANIES, INC., BIMBO  
BAKERIES USA, INC., and  
EARTHGRAINS BAKERY GROUP,  
INC., formerly known as SARA LEE  
BAKERY GROUP, INC., dba SAN  
LUIS SOURDOUGH,

Defendants.

Case No. CV-11-7589 GHK (AJWx)

**ORDER REGARDING  
CONFIDENTIALITY OF  
MEDIATION MATERIAL**

SAC Filed: January 27, 2012

Assigned: The Hon. George H. King

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Having reviewed the parties’ Stipulation Regarding Confidentiality of Mediation Material (hereinafter “Stipulation”), IT IS HEREBY ORDERED:

1. This Stipulation Regarding Confidentiality of Mediation Material (“Stipulation”) shall govern documents, data and information provided by Defendants in connection with any mediation of the above-captioned matter (the “Action”). This Stipulation is fully enforceable as a contract in any court of competent jurisdiction.

2. All materials subject to the protections of this Stipulation shall be stamped with the words “MEDIATION-COUNSEL ONLY” on each page (or on a CD or other external media containing data or documents), or Defendants may notify counsel for Plaintiffs in writing at the time of production that the materials shall be so designated.

3. Documents, data and information designated “MEDIATION-COUNSEL ONLY” (i) may be used only for purposes of preparing for and conducting the planned mediation in this action, and (ii) shall not be disclosed, shown, or disseminated by counsel for Plaintiffs to anyone, including Plaintiffs, without the prior written consent of Defendants except as permitted by paragraph 5 below.

4. Counsel for Plaintiffs and Plaintiffs agree that they shall not challenge the “MEDIATION-COUNSEL ONLY” designation of any materials produced pursuant to this Stipulation, without waiving the right to seek the same materials in discovery.

5. As to materials designated as “MEDIATION-COUNSEL ONLY,” and produced to counsel for Plaintiffs in connection with any mediation in this Action, counsel for Plaintiffs shall not forward any electronic copies or hard copies of such documents or material to anyone, including Plaintiffs, other than a consulting

1 expert under the terms set forth below. Moreover, counsel for Plaintiffs shall not  
2 discuss the contents of such documents or material with anyone other than any  
3 jointly approved mediator during the course of mediation. Counsel for Plaintiffs  
4 may provide materials designated “MEDIATION-COUNSEL ONLY” to a  
5 consulting expert, and discuss the contents of such materials with the consulting  
6 expert, provided that (i) the consulting expert first receives a copy of this  
7 Stipulation; and (ii) the consulting expert executes the form attached hereto as  
8 Exhibit A.

9         6. Within forty-eight (48) hours after the conclusion of the scheduled  
10 mediation, counsel for Plaintiffs shall return to Defendants all copies of all  
11 materials designated as “MEDIATION-COUNSEL ONLY,” and shall not retain  
12 any copies or electronic images. Furthermore, counsel for Plaintiffs agrees that any  
13 materials in the possession of Plaintiffs’ counsel or a consulting expert, and all  
14 summaries, analyses, reports, and/or other work-product created from any materials  
15 designated as “MEDIATION-COUNSEL ONLY,” shall be destroyed by Plaintiffs  
16 and/or any consulting expert(s) within forty-eight (48) hours after the conclusion of  
17 the scheduled mediation. Notwithstanding the foregoing, the Parties may mutually  
18 agree to extend the time for the return or destruction of the materials.

19         7. This Stipulation shall not limit any Party’s right to seek further and  
20 additional protection against, or limitation upon, production or dissemination of  
21 documents, data or information.

22         8. Following the conclusion of any mediation in this Action, the  
23 provisions of this Stipulation shall continue to be binding and may be enforced in  
24 court.

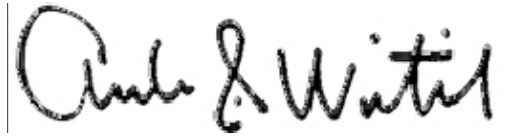
25         9. The Court shall have the discretion to award the prevailing party  
26 reasonable attorneys’ fees and costs incurred by the breaching party in connection  
27 with any motion or action to enforce the terms of this Stipulation.  
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IT IS SO ORDERED.

Dated: 2/27/12



HON. ANDREW J. WISTRICH