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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

YORBELID ZAYAS ALAVEZ and
FERNANDO MARTINEZ SERRATOS,

Plaintiffs,

vs.

H & R BLOCK, INC., H & R BLOCK
ENTERPRISE, INC., AND DOES 1-50,

Defendants.

(SPACE BELOW FOR FILING STAMP ONLY)

) Case No.: 1:08-cv-01008-AWI-SMS
)
) **STIPULATION RE: ONGOING**
) **MEDIATION DISCUSSIONS AND**
) **APPLICABLE PRIVILEGES TO**
) **PROPOSED CONVERSATIONS**
) **BETWEEN STEVE SIMONIAN AND**
) **H&R BLOCK'S CONSULTING EXPERT;**
)
) **ORDER**

STIPULATION – Case No. 1:08-cv-01008-AWI-SMS

1 COME NOW defendant H&R Block Enterprises, Inc. (“Block”), and Plaintiffs Yorbelid
2 Zayas Alavez and Fernando Martinez Serratos (“Plaintiffs”) and their counsel of record, Steve
3 Simonian and James Makasian (plaintiff’s “Counsel”), and stipulate and agree as follows:

4 1) On December 19, 2008, counsel and representatives for Block and counsel and
5 representatives for Plaintiffs voluntarily took part in a mediation before Judge Raul A. Ramirez,
6 Retired at the offices of McCormick & Barstow, L.L.P. in Fresno, California;

7 2) In furtherance of, and as part of, the ongoing mediation and settlement negotiations
8 between Plaintiffs and Block which began on December 19, 2008, Block has agreed to allow counsel
9 for Plaintiffs, Steve Simonian, to speak directly with Block’s consulting expert (“Consultant”) (the
10 “Discussion”);

11 3) The Parties to this Stipulation agree and do hereby stipulate that the Discussion will be
12 conducted in accordance with, and subject to the protections provided by, Cal. Evid. Code 1119(a),
13 Federal Rule of Evidence 501 and Local Rule 16-271. *See also, Foxgate Homeowners Ass'n v.*
14 *Bramalea* Cal. (2001) 26 Cal.4th 1, 15; *Folb v. Motion Picture Indus. Pension & Health Plans*, 16
15 F.Supp.2d 1164, 1179-1180 (C.D.Cal. 1998); *Olam v. Congress Mortg. Co.*, 68 F.Supp.2d 1110,
16 1121 (N.D. Cal. 1999). The parties further agree and do hereby stipulate that nothing said during the
17 Discussion shall be subject to discovery or admissible in this or any other proceeding;

18 4) The Parties to this Stipulation agree and do hereby stipulate that neither Plaintiffs nor
19 their Counsel will disclose or use the fact of the Discussion itself or any information learned during
20 the Discussion for *any* purpose;

21 5) The Parties to this Stipulation agree and do hereby stipulate that the Discussion does
22 not waive any privilege that applies to the work of Consultant, including but in no way limited to the
23 work product privilege, the attorney client privilege and/or the protections afforded by Rule 26(b)(4),
24 Cal. Evid. Code 1119(a), Federal Rule of Evidence 501 and/or Local Rule 16-271;

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1 6) The Parties to this Stipulation agree and do hereby stipulate that neither Plaintiffs nor
2 their Counsel will seek to discover facts known or opinions held by Consultant in this or any other
3 proceeding or use the Discussion as a basis to seek such information.

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