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 MARKO ZANINOVICH, INC., and SUNVIEW VINEYARDS OF  
 8 CALIFORNIA, INC.

9 UNITED STATES DISTRICT COURT  
 10 EASTERN DISTRICT OF CALIFORNIA  
 11 FRESNO DIVISION

13 SANTIAGO ROJAS, JOSEFINO  
 RAMIREZ, CATALINA ROBLES, JUAN  
 14 MONTES, BENITO ESPINO,  
 GUILLERMINA PEREZ, on behalf of  
 15 themselves, and all current and former  
 employees, and on behalf of a class of  
 16 similarly situated employees,

17 Plaintiffs,

18 vs.

19 MARKO ZANINOVICH, INC.,  
 SUNVIEW VINEYARDS OF  
 20 CALIFORNIA, INC., and DOES 1-20, ,

21 Defendants.

Case No. 1:09-CV-00705-AWI-SMS

**STIPULATION OF CONFIDENTIALITY  
 AND PROTECTIVE ORDER**

22 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs SANTIAGO  
 23 ROJAS, JOSEFINO RAMIREZ, CATALINA ROBLES, JUAN MONTES, BENITO ESPINO,  
 24 and GUILLERMINA PEREZ (hereinafter, "Plaintiffs") and DEFENDANTS MARKO  
 25 ZANINOVICH, INC. and SUNVIEW VINEYARDS OF CALIFORNIA, INC. ("Sunview")  
 26 (collectively, "Defendants"), and by and between their undersigned counsel, that:  
 27

1           1.     PURPOSES AND LIMITATIONS

2                     Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
6 Protective Order (“Order”). The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords from  
8 public disclosure and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
10 set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file  
11 confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be  
12 followed and the standards that will be applied when a party seeks permission from the court to  
13 file material under seal.

14           2.     DEFINITIONS

15                     2.1     Challenging Party: a Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17                     2.2     “CONFIDENTIAL” Information or Items: information (regardless of how  
18 it is generated, stored or maintained) or tangible things that qualify for protection under Federal  
19 Rule of Civil Procedure 26(c).

20                     2.3     Counsel (without qualifier): Outside Counsel of Record and House  
21 Counsel (as well as their support staff).

22                     2.4     Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24                     2.5     Disclosure or Discovery Material: all items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained (including, among other  
26 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
27 or responses to discovery in this matter.

28                     2.6     Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
2 witness or as a consultant in this action.

3           2.7     House Counsel: attorneys who are employees of a party to this action.  
4 House Counsel does not include Outside Counsel of Record or any other outside counsel.

5           2.8     Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7           2.9     Outside Counsel of Record: attorneys who are not employees of a party to  
8 this action but are retained to represent or advise a party to this action and have appeared in this  
9 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
10 that party.

11           2.10    Party: any party to this action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
13 staffs).

14           2.11    Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this action.

16           2.12    Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
18 organizing, storing, or retrieving data in any form or medium) and their employees and  
19 subcontractors.

20           2.13    Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL.”

22           2.14    Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24           2.15    Action: the case entitled *Rojas et al. v. Marko Zaninovich, Inc. et al.*, Case  
25 No. 1:09-CV-00705-AWI-SMS, United States District Court, Eastern District of California.

26           2.16    Class Member: a member of a class that has been certified by the Court in  
27 this Action.

28           2.17    Putative Class Member: a member of a proposed class whose existence or

1 composition has not yet been determined by the Court in this Action, but who is a putative  
2 member of the “Class” as defined in the Parties’ February 10, 2011 Stipulation and Agreement  
3 Regarding Discovery.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only Protected  
6 Material (as defined above), but also (1) any information copied or extracted from Protected  
7 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
8 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected  
9 Material. However, the protections conferred by this Stipulation and Order do not cover the  
10 following information: (a) any information that is in the public domain at the time of disclosure to  
11 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party  
12 as a result of publication not involving a violation of this Order, including becoming part of the  
13 public record through trial or otherwise; and (b) any information known to the Receiving Party  
14 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
15 obtained the information lawfully and under no obligation of confidentiality to the Designating  
16 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations imposed by  
19 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
20 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
21 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
22 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
23 including the time limits for filing any motions or applications for extension of time pursuant to  
24 applicable law.

25 5. MATERIAL PRESUMED CONFIDENTIAL

26 All documents containing the personal information of Sunview employees,  
27 including, but not limited to, employees’ Social Security Numbers, home addresses, home  
28 telephone numbers, birth dates, wages, pay roll and tax information, shall be presumed

1 CONFIDENTIAL and shall be subject to all applicable terms of this protective order, unless the  
2 parties otherwise stipulate in writing.

3 6. DESIGNATING PROTECTED MATERIAL

4 6.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under this Order must  
6 take care to limit any such designation to specific material that qualifies under the appropriate  
7 standards. The Designating Party must designate for protection only those parts of material,  
8 documents, items, or oral or written communications that qualify – so that other portions of the  
9 material, documents, items, or communications for which protection is not warranted are not  
10 swept unjustifiably within the ambit of this Order.

11 Unless otherwise set forth in this Agreement, mass, indiscriminate, or routinized  
12 designations are prohibited. Designations that are shown to be clearly unjustified or that have  
13 been made for an improper purpose (e.g., to unnecessarily encumber or retard the case  
14 development process or to impose unnecessary expenses and burdens on other parties) expose the  
15 Designating Party to sanctions.

16 If it comes to a Designating Party’s attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must promptly  
18 notify all other Parties that it is withdrawing the mistaken designation.

19 6.2 Manner and Timing of Designations. Except as otherwise provided in this  
20 Order (*see, e.g.*, Paragraph 5), or as otherwise stipulated or ordered, Disclosure or Discovery  
21 Material that qualifies for protection under this Order must be clearly so designated before the  
22 material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,  
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
26 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only  
27 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
28 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the

1 margins).

2 A Party or Non-Party that makes original documents or materials available for  
3 inspection need not designate them for protection until after the inspecting Party has indicated  
4 which material it would like copied and produced. During the inspection and before the  
5 designation, all of the material made available for inspection shall be deemed  
6 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and  
7 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
8 protection under this Order. Then, before producing the specified documents, the Producing  
9 Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If  
10 only a portion or portions of the material on a page qualifies for protection, the Producing Party  
11 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
12 margins).

13 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
14 that the Designating Party identify on the record, before the close of the deposition, hearing, or  
15 other proceeding, all protected testimony.

16 (c) for information produced in some form other than documentary and for any  
17 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
18 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”  
19 If only a portion or portions of the information or item warrant protection, the Producing Party, to  
20 the extent practicable, shall identify the protected portion(s).

21 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive the Designating  
23 Party’s right to secure protection under this Order for such material. Upon timely correction of a  
24 designation, the Receiving Party must make reasonable efforts to assure that the material is  
25 treated in accordance with the provisions of this Order.

26 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
28 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s

1 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
2 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
3 right to challenge a confidentiality designation by electing not to mount a challenge promptly  
4 after the original designation is disclosed.

5           7.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process by providing written notice of each designation it is challenging and describing  
7 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
8 written notice must recite that the challenge to confidentiality is being made in accordance with  
9 this specific paragraph of the Protective Order. The parties shall attempt to resolve each  
10 challenge in good faith and must begin the process by conferring directly (in voice to voice  
11 dialogue; other forms of communication are not sufficient) within 14 days of the date of service  
12 of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
13 confidentiality designation was not proper and must give the Designating Party an opportunity to  
14 review the designated material, to reconsider the circumstances, and, if no change in designation  
15 is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to  
16 the next stage of the challenge process only if it has engaged in this meet and confer process first  
17 or establishes that the Designating Party is unwilling to participate in the meet and confer process  
18 in a timely manner.

19           7.3     Judicial Intervention. If the Parties cannot resolve a challenge without  
20 court intervention, the Designating Party shall file and serve a motion to retain confidentiality  
21 under Civil Local Rule 215 (and in compliance with Civil Local Rule 141, if applicable) within  
22 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet  
23 and confer process will not resolve their dispute, whichever is earlier. Each such motion must be  
24 accompanied by a competent declaration affirming that the movant has complied with the meet  
25 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
26 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
27 shall automatically waive the confidentiality designation for each challenged designation. In  
28 addition, the Challenging Party may file a motion challenging a confidentiality designation at any

1 time if there is good cause for doing so, including a challenge to the designation of a deposition  
2 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
3 accompanied by a competent declaration affirming that the movant has complied with the meet  
4 and confer requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the  
6 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass  
7 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party  
8 to sanctions. Unless the Designating Party has waived the confidentiality designation by failing  
9 to file a motion to retain confidentiality as described above, all parties shall continue to afford the  
10 material in question the level of protection to which it is entitled under the Producing Party's  
11 designation until the court rules on the challenge.

12 8. ACCESS TO AND USE OF PROTECTED MATERIAL

13 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this case only for  
15 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
16 disclosed only to the categories of persons and under the conditions described in this Order.  
17 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
18 section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons authorized under  
21 this Order.

22 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
23 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
24 disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
27 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
28 Bound" that is attached hereto as Exhibit A;

1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment  
6 and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock  
9 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation  
10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is  
12 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
13 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
14 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
15 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
16 under this Stipulated Protective Order.

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information.

19 (h) A Class Member or Putative Class Member, but only to the limited extent  
20 that his or her individual personal information is the subject of the Protected Material (i.e., the  
21 Putative Class Member may view his or her own time-keeping and/or compensation data, but may  
22 not view any other Class Member’s or Putative Class Member’s and, to the extent the Protected  
23 Material contains information regarding additional persons, the information regarding the  
24 additional persons must be redacted before providing the Protected Material to the Class Member  
25 or Putative Class Member). In the event that the Protected Material consists of information that  
26 the Class Member or Putative Class Member would not otherwise be legally entitled to view  
27 pursuant to the California Labor Code and/or the applicable Industrial Welfare Commission  
28 Wage Order, then prior to receiving the Protected Material, the Class Member or Putative Class

1 Member must have signed the “Class Member/Putative Class Member Confidentiality  
2 Acknowledgment” (Exhibit B).

3 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that  
6 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”  
7 that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall  
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to  
11 issue in the other litigation that some or all of the material covered by the subpoena or order is  
12 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
13 Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
15 the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with the  
17 subpoena or court order shall not produce any information designated in this action as  
18 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
19 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
20 shall bear the burden and expense of seeking protection in that court of its confidential material –  
21 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
22 Party in this action to disobey a lawful directive from another court.

23 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
24 IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-  
27 Parties in connection with this litigation is protected by the remedies and relief provided by this  
28 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking

1 additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is subject to an  
4 agreement with the Non-Party not to produce the Non-Party's confidential information, then the  
5 Party shall:

6 1. promptly notify in writing the Requesting Party and the  
7 Non-Party that some or all of the information requested is subject to a confidentiality agreement  
8 with a Non-Party;

9 2. promptly provide the Non-Party with a copy of the  
10 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
11 specific description of the information requested; and

12 3. make the information requested available for inspection by  
13 the Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court  
15 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
16 produce the Non-Party's confidential information responsive to the discovery request. If the  
17 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information  
18 in its possession or control that is subject to the confidentiality agreement with the Non-Party  
19 before a determination by the court. Absent a court order to the contrary, the Non-Party shall  
20 bear the burden and expense of seeking protection in this court of its Protected Material.

21 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this Stipulated  
24 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating  
25 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of  
26 the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
27 made of all the terms of this Order, and (d) request such person or persons to execute the  
28 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1           12.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3                       When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection, the  
5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
6 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in  
7 an e-discovery order that provides for production without prior privilege review. Pursuant to  
8 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
9 disclosure of a communication or information covered by the attorney-client privilege or work  
10 product protection, the parties may incorporate their agreement in the stipulated protective order  
11 submitted to the court.

12           13.    MISCELLANEOUS

13                   13.1   Right to Further Relief. Nothing in this Order abridges the right of any  
14 person to seek its modification by the court in the future.

15                   13.2   Right to Assert Other Objections. By stipulating to the entry of this  
16 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
17 producing any information or item on any ground not addressed in this Stipulated Protective  
18 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
19 the material covered by this Protective Order.

20                   13.3   Filing Protected Material. Without written permission from the  
21 Designating Party or a court order secured after appropriate notice to all interested persons, a  
22 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
23 file under seal any Protected Material must comply with Civil Local Rule 141. Protected  
24 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue  
26 only upon a request establishing that the Protected Material at issue is privileged, protectable as a  
27 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to  
28 file Protected Material under seal pursuant to Civil Local Rule 141 is denied by the court, then the

1 Receiving Party may file the information in the public record pursuant to Civil Local Rule 141  
2 unless otherwise instructed by the court.

3 14. FINAL DISPOSITION. Within 60 days after the final disposition of this action,  
4 as defined in paragraph 4, each Receiving Party must return all Protected Material to the  
5 Producing Party or destroy such material. As used in this subdivision, “all Protected Material”  
6 includes all copies, abstracts, compilations, summaries, and any other format reproducing or  
7 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed,  
8 the Receiving Party must submit a written certification to the Producing Party (and, if not the  
9 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
10 category, where appropriate) all the Protected Material that was returned or destroyed and  
11 (2)affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
12 summaries or any other format reproducing or capturing any of the Protected Material.  
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,  
14 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
15 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
16 work product, even if such materials contain Protected Material. Any such archival copies that  
17 contain or constitute Protected Material remain subject to this Protective Order as set forth in  
18 Section 4 (DURATION).

19  
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21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22 DATED: February 23, 2011

MORGAN, LEWIS & BOCKIUS LLP

23  
24  
25 By:       /S/ Eric Meckley  
26 Michael Molland  
27 Eric Meckley  
28 Attorneys for Defendants  
MARKO ZANINOVICH, INC., and  
SUNVIEW VINEYARDS OF  
CALIFORNIA, INC.

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DATED: February 23, 2011

MALLISON & MARTINEZ

/s/ Marco Palau  
Marco Palau  
Attorneys for Plaintiffs  
SANTIAGO ROJAS, et al.

DATED: February 23, 2011

KINGSLEY & KINGSLEY

/s/ Steve L. Hernandez  
Steve L. Hernandez  
Attorneys for Plaintiff  
SANTIAGO ROJAS, et al.

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**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: February 24, 2011

/s/ Sandra M. Snyder  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Eastern District of California on [date] in the case of *Rojas, et  
al. v. Marko Zaninovich, Inc. et al.*, 1:09-CV-00705-AWI-SMS. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is subject to  
this Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Eastern District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
California agent for service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

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

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

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**EXHIBIT B**

**CLASS MEMBER/PUTATIVE CLASS MEMBER CONFIDENTIALITY**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_ [print full name],  
understand that I am being shown or provided with documents in connection with a lawsuit called  
*Rojas, et al. v. Marko Zaninovich, Inc. et al.*, 1:09-CV-00705-AWI-SMS that was filed in federal  
court in Fresno, California. I understand that these documents are confidential. I understand and  
promise that I will not share or disclose these confidential documents to any other persons at any  
time. I also understand that if I share or disclose these confidential documents I could be subject  
to punishment by the federal court.

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

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

City and State where signed: \_\_\_\_\_