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19 Class

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

PATRICIA FRANCO and LILIA CASTRO, on behalf of themselves and on behalf of all other similarly situated individuals,

Plaintiffs,

v.

RUIZ FOOD PRODUCTS, INC., and DOES 1-50, inclusive,

Defendants.

Case No.: 1:10-CV-02354-AWI-SKO  
**STIPULATION AND PROTECTIVE ORDER REGARDING DISCLOSURE OF CONFIDENTIAL DOCUMENTS**

Plaintiffs Patricia Franco and Lilia Castro, on behalf of themselves and all other similarly situated individuals, (hereinafter "Plaintiffs") and Defendant Ruiz Food Products, Inc. (hereinafter "Ruiz Foods"), through their counsel of record,

1 hereby stipulate and agree as follows:

2 1. **PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve and/or  
4 already have involved production of confidential, proprietary, or private  
5 information for which special protection from public disclosure and from use for  
6 any purpose other than prosecuting this litigation would be warranted. Such  
7 information includes, but is not limited to, private personnel information such as  
8 disciplinary records, social security numbers and compensation and benefits, as  
9 well as Ruiz Foods' confidential or trade secret information related to its product  
10 manufacturing operations. Accordingly, the parties hereby stipulate to and petition  
11 the Court to enter the following Stipulated Protective Order. The parties  
12 acknowledge that this Order does not confer blanket protections on all disclosures  
13 or responses to discovery and that the protection it affords extends only to the  
14 limited information or items that are entitled under the applicable legal principles to  
15 treatment as confidential. The parties further acknowledge that this Stipulated  
16 Protective Order creates no entitlement to file confidential information under seal;  
17 applicable federal and local rules must be followed and reflect the standards that  
18 will be applied when a party seeks permission from the Court to file material under  
19 seal. It is the parties' objective to avoid filing materials under seal to the greatest  
20 extent possible, and this protective order is designed to minimize the need for the  
21 use of such sealed filing procedures by protecting against inadvertent disclosure of  
22 confidential information during discovery and other activities preceding any court  
23 filings and/or hearings.

24 2. **DEFINITIONS**

25 2.1 **Party:** Any party to this action, including all of its, her, or their  
26 officers, directors, employees, consultants, retained experts, and outside counsel  
27 (and their support staff).

28 2.2 **Disclosure or Discovery Material:** All items or information,

1      regardless of the medium or manner generated, stored, or maintained (including,  
2      among other things, testimony, transcripts, or tangible things) that are produced or  
3      generated in disclosures or responses to discovery in this matter.

4      2.3    **“Confidential” Information or Items:** Information (regardless of how  
5      generated, stored, or maintained) or tangible things that qualify for protection under  
6      federal or state law, including information the Producing Party may contend  
7      contains confidential business or technical information, proprietary information,  
8      trade secrets, or other information considered by the Producing Party in good faith  
9      to be confidential.

10     2.4    **Receiving Party:** A Party that receives Disclosure or Discovery  
11    Material from a Producing Party.

12     2.5    **Producing Party:** A Party or non-party that produces Disclosure or  
13    Discovery Material in this action.

14     2.6    **Protected Material:** “Protected Material” shall include any Disclosures  
15    or Discovery Material: (1) describing, referring or relating to all payroll records  
16    including but not limited to timekeeping records and punch details, records related  
17    to wages, earnings, wage rates, pay rates, benefits, and compensation received by  
18    Plaintiffs or any other current or former Ruiz Foods’ employees: (2) describing,  
19    referring or relating to costs, pricing, manufacturing processes, practices and  
20    techniques and all other aspects of Ruiz Foods’ manufacturing and business  
21    operations; (3) describing, referring or relating to discipline of any current or  
22    former Ruiz Foods’ employees; and, (4) unique information referring or relating to  
23    any current or former Ruiz Foods’ employees including but not limited to medical  
24    information and personal identification such as social security information.

25     2.7    **Outside Counsel:** Attorneys who are not employees of a Party but who  
26    are retained to represent or advise a Party in this action.

27     2.8    **House Counsel:** Attorneys who are employees of a Party.

28     2.9    **Counsel** (without qualifier): Outside Counsel and House Counsel (as

1 well as their support staffs).

2 3. **SCOPE**

3 The protections conferred by this Stipulation and Order cover not only  
4 Protected Material (as defined above), but also any information copied or extracted  
5 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
6 testimony, conversations, or presentations by parties or counsel to or in court or in  
7 other settings that might reveal Protected Material.

8 4. **DURATION**

9 Even after the termination of this litigation, the confidentiality obligations  
10 imposed by this Order shall remain in effect until the Parties agree otherwise in  
11 writing or a court order otherwise directs. In addition, the Parties agree to be bound  
12 by this agreement pending approval of the court.

13 5. **PROTECTED MATERIAL**

14 5.1 Any Producing Party that believes documents produced in discovery  
15 constitute Protected Material shall mark such documents “CONFIDENTIAL.” For  
16 information produced in some form other than documentary, and for any other  
17 tangible items, the Producing Party shall affix in a prominent place on the exterior  
18 of the container or containers in which the information or item is stored the legend  
19 “CONFIDENTIAL.”

20 5.2 Deposition transcript pages containing Protected Material must be  
21 separately bound by the court reporter, who must affix to the top of each such page  
22 the legend “CONFIDENTIAL,” if so instructed by the Party or non-party offering  
23 or sponsoring the witness or presenting the testimony. In the event that such a  
24 designation is not made during a deposition, either party to the litigation may make  
25 such a deposition within thirty (30) days of receiving the deposition transcript.

26 6. **ACCESS TO AND USE OF PROTECTED MATERIAL**

27 6.1 **Basic Principles.** A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a non-party in connection with this

1 case only for prosecuting, defending, or attempting to settle this litigation.  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the litigation has been terminated, a  
4 Receiving Party must comply with the provisions of section 9, below (FINAL  
5 DISPOSITION).

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

9       6.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the Court or permitted in writing by the agreement of all  
11 Parties, a Receiving Party may disclose Protected Material only to:

12           (a) the Receiving Party’s Counsel of record in this action, as well as  
13 employees of said Counsel to whom it is reasonably necessary to disclose the  
14 information for this litigation and who have signed the “Agreement to Be Bound by  
15 Protective Order” that is attached hereto as Exhibit A;

16           (b) the Court and its personnel;

17           (c) court reporters, their staffs, and professional vendors to whom  
18 disclosure is reasonably necessary for this litigation and who have signed the  
19 “Agreement to Be Bound by Protective Order” (Exhibit A);

20           (d) witnesses in the action to whom disclosure is reasonably  
21 necessary during their depositions and who have signed the “Agreement to Be  
22 Bound by Protective Order” (Exhibit A), if the Producing Party contemporaneously  
23 requests that the witness sign the Agreement. Pages of transcribed deposition  
24 testimony or exhibits to depositions that reveal Protected Material must be  
25 separately bound by the court reporter and may not be disclosed to anyone except  
26 as permitted under this Stipulated Protective Order. However, a request that such  
27 materials be so bound may be made either at the deposition, or within thirty (30)  
28 days of receipt of the deposition transcript;

(e) the author of the document or the original source of the information; and,

(f) witnesses, and individuals retained as consultants or expert witnesses, provided such individuals have first been shown and signed the "Agreement to Be Bound by Protective Order" (Exhibit A).

## 7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

8. **FILING PROTECTED MATERIAL.** Where otherwise appropriate, Protected Material may be filed with the Court directly unless the Party which produced such Protected Material brings a motion requiring the filing of such documents to be made under Seal pursuant to Civil Local Rules 141 and 141.1.

9. **FINAL DISPOSITION.** Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after the final termination of this action, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. The Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty (60) day deadline that affirms that all the Protected Material was returned and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or other forms of reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, the Parties are entitled to retain  
2 an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
3 correspondence, or attorney work product, even if such materials contain Protected  
4 Material. Any such archival copies that contain or constitute Protected Material  
5 remain subject to this Protective Order as set forth in Section 4 (DURATION),  
6 above.

7 10. MISCELLANEOUS

8 10.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 10.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order, no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in  
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
14 any ground to use in evidence of any of the material covered by this Protective  
15 Order.

16 Dated: July 15, 2011

17 Respectfully submitted,

18 JACKSON LEWIS LLP

19  
20 /s/ Mitchell F. Boomer  
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28 *Attorneys for Defendant Ruiz Food Products, Inc.*

## IT IS SO STIPULATED:

SHEPHERD, FINKELMAN,  
MILLER & SHAH, LLP  
E-filing attorney authorized to  
submit conformed signature on  
behalf of:

/s/ Lesley E. Weaver

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*Attorneys for Plaintiffs and the Proposed Class*

## 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 *Patricia Franco and Lilia Castro, on behalf of themselves and on behalf of all similarly situated individuals v. Ruiz Food Products, Inc.* Case No. 1:10-CV-02354-AWI-SKO. 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 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 compliance with the provisions of this Order.

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

20 || Date: \_\_\_\_\_

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

22 Printed name:

23 || Signature:

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## ORDER OF THE COURT

2 Having reviewed the Parties' "Stipulation and Protective Order Regarding  
3 Disclosure of Confidential Documents," the Court finds as follows:

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- 1 Plaintiffs and Defendant propose that the following information likely to  
2 be exchanged in discovery in this matter should be treated as confidential  
3 "Protected Material:" (1) documents or discovery material describing,  
4 referring or relating to all payroll records including but not limited to  
5 timekeeping records and punch details, records related to wages, earnings,  
6 wage rates, pay rates, benefits, and compensation received by Plaintiffs or  
7 any other current or former Ruiz Foods' employees: (2) documents or  
8 discovery material describing, referring or relating to costs, pricing,  
9 manufacturing processes, practices and techniques and all other aspects of  
10 Ruiz Foods' manufacturing and business operations; (3) documents or  
11 discovery material describing, referring or relating to discipline of any  
12 current or former Ruiz Foods' employees; and (4) documents or discovery  
13 material containing unique information referring or relating to any current  
14 or former Ruiz Foods' employees including but not limited to medical  
15 information and personal identification such as social security in shall  
16 constitute as follows:
- 17 2. Good cause warrants ordering that each of the proposed categories of  
18 Protected Material be treated as confidential in order to protect, on the one  
19 hand, the privacy rights of Ruiz Foods' current and former employees  
20 with respect to their compensation, finances, disciplinary records and  
21 other personal information and, on the other hand, Ruiz Foods' legitimate  
22 interest in protecting confidential and/or trade secret information  
23 pertaining to its manufacturing operations and products.
- 24 3. The Parties anticipate utilizing expert witnesses and/or consultants;  
25 therefore, it is appropriate for the court to issue an order to enforce the

