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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

FOUR IN ONE COMPANY, INC.,
DIVERSIFIED FOODS & SEASONINGS, INC.,
BRUCE FOODS CORPORATION, and
CLIFFSTAR CORPORATION,
on behalf of themselves and all other similarly
situated,

Plaintiffs,

v.

SK FOODS, L.P., INGOMAR PACKING
COMPANY, LOS GATOS TOMATO
PRODUCTS, SCOTT SALYER, STUART
WOOLF and GREG PRUETT,

Defendants.

CASE NO. 08-CV-03017-MCE-EFB

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS.

Disclosure and discovery activity in this action may involve production of trade secrets or other confidential research, development, or commercial information, within the meaning of Fed. R. Civ. P. 26(c), or other private or competitively sensitive information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only

1 to the limited information or items that are entitled under the applicable legal principles to
2 confidential treatment. The parties further acknowledge, as set forth in Section 10, below, that this
3 Stipulated Protective Order creates no entitlement to file confidential information under seal.
4 General Local Rule 141 sets forth the procedures that must be followed and reflects the standards that
5 will be applied when a party seeks permission from the Court to file material under seal, and is
6 hereby incorporated by reference.

7
8 **2. DEFINITIONS.**

9 2.1 Party: any party to this action including all of its officers, directors, and employees.

10 2.2 Disclosure or Discovery Material: all items or information, regardless of the medium
11 or manner generated, stored, or maintained (including, among other things, documents, testimony,
12 transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery
13 in this matter.

14 2.3 Confidential Information or Items: information (regardless of how generated, stored or
15 maintained) or tangible things that qualify for protection under standards developed under
16 Fed.R.Civ.P. 26(c).

17 2.4 Highly Confidential Information or Items: extremely sensitive Confidential
18 Information or Items whose disclosure to another Party or non-party would create a substantial risk of
19 injury that could not be avoided by less restrictive means.

20 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material
23 in this action.

24 2.7 Designating Party: a Party or non-party that designates information or items that it
25 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential.”

26 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
27 “Confidential” or as “Highly Confidential.”

1 2.9 Outside Counsel: attorneys, along with their paralegals, and other support personnel,
2 who are not employees of a Party but who are retained to represent or advise a Party in this action.

3 2.10 In House Legal Personnel: attorneys and other personnel employed by a Party to
4 perform legal functions who are responsible for overseeing this litigation for the Party.

5 2.11 Counsel (without qualifier): Outside Counsel and In House Legal Personnel (as well
6 as their support staffs, including but not limited to attorneys, paralegals, secretaries, law clerks, and
7 investigators).

8 2.12 Expert and/or Consultant: a person with specialized knowledge or experience in a
9 matter pertinent to the litigation, along with his or her employees and support personnel, who has
10 been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action.
11 This definition includes a professional jury or trial consultant retained in connection with this
12 litigation.

13 2.13 Professional Vendors: persons or entities that provide litigation support services (*e.g.*,
14 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,
15 retrieving data in any form or medium; etc.) and their employees and subcontractors.

16 **3. SCOPE.**

17 The protections conferred by this Stipulated Protective Order cover not only Protected
18 Material (as defined above), but also any information copied or extracted therefrom, as well as all
19 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations
20 by Parties or Counsel in settings that might reveal Protected Material.

21 **4. DURATION.**

22 The confidentiality obligations imposed by this Order shall remain in effect until the
23 Designating Party agrees otherwise in writing or this Court orders otherwise.

24 **5. DESIGNATING PROTECTED MATERIAL.**

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
26 non-party that designates information or items for protection under this Order must take care to limit
27 any such designation to specific material that qualifies under the appropriate standards and avoid
28 indiscriminate designations.

1 If it comes to a Designating Party's attention that information or items that it designated for
2 protection do not qualify for protection at all, or do not qualify for the level of protection initially
3 asserted, that Designating Party must promptly notify all Receiving Parties that it is withdrawing or
4 changing the mistaken designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see*,
6 *e.g.*, section 5.2(b), below), or as otherwise stipulated or ordered, material that qualifies for
7 protection under this Order must be clearly so designated before the material is disclosed or
8 produced. Notwithstanding the preceding sentence, should a Producing Party discover that it
9 produced material that was not designated as Protected Material or that it produced material that was
10 designated as Protected Material but had designated that Protected Material in the incorrect category
11 of Protected Material, the Producing Party may notify all Parties, in writing, of the error and
12 identifying (by bates number or other individually identifiable information) the affected documents
13 and their new designation or re-designation. Thereafter, the material so designated or re-designated
14 will be treated as Protected Material. Promptly after providing such notice, the Producing Party shall
15 provide re-labeled copies of the material to each Receiving Party reflecting the change in
16 designation. The Receiving Party will replace the incorrectly designated material with the newly
17 designated materials and will destroy the incorrectly designated materials.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (apart from transcripts of depositions or
20 other pretrial or trial proceedings), that the Producing Party affix the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page that contains protected
22 material.

23 (b) for testimony given in deposition, that a Party, or a non-party that sponsors,
24 offers, gives, or elicits the testimony, designate any portion of the testimony as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," either on the record before the
26 deposition is concluded, or in writing on or before the later of (i) fourteen days after the final
27 transcript is received or (ii) the date by which any review by the witness and corrections to
28 the transcript are to be completed under Fed. R. Civ. P. 30(e). Only those portions of the

1 testimony that are designated for protection in accordance with the preceding sentence shall
2 be covered by the provisions of this Stipulated Protective Order. The entire testimony shall
3 be deemed to have been designated Highly Confidential until the time within which the
4 transcript may be designated has elapsed. If testimony is not designated within the prescribed
5 time period, then such testimony shall not be deemed Confidential or Highly Confidential
6 except as ordered by the Court.

7 Transcript pages containing Protected Material must be separately bound by the court
8 reporter, who must affix to each such page the legend “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL,” as instructed by the Party or nonparty sponsoring, offering, giving or
10 eliciting the witness’ testimony.

11 (c) for information produced in electronic or video format, and for any other
12 tangible items, that the Producing Party affix in a prominent place on the exterior of the
13 container or containers in which the information or item is stored the legend
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

15 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to designate
16 qualified information or items as “Confidential” or “Highly Confidential” does not, standing alone,
17 waive the Designating Party’s right to secure protection under this Order for such material. If
18 material is re-designated as “Confidential” or “Highly Confidential” after the material was initially
19 produced, the Receiving Party, upon notification of the designation must make reasonable efforts to
20 assure that the material is treated in accordance with the provisions of this Order.

21 5.4 Increasing the Designation of Information or Items Produced by Other Parties or Non-
22 Parties. Subject to the standards of paragraph 5.1, a Party may increase the designation (*i.e.*, change
23 any Disclosure or Discovery Material produced without a designation to a designation of
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or designate any Disclosure or Discovery
25 Material produced as “CONFIDENTIAL” to a designation of “HIGHLY CONFIDENTIAL”) of any
26 Discovery Material produced by any other Party or non-Party provided that said Discovery Material
27 contains the upward Designating Party’s own Confidential or Highly Confidential Information. Any
28

1 such increase in the designation of a document shall be made within 90 days of the date of its
2 production, unless good cause is shown for a later increase in the designation.

3 Increasing a designation shall be accomplished by providing written notice to all Parties
4 identifying (by bates number or other individually identifiable information) the Disclosure or
5 Discovery Material whose designation is to be increased. Promptly after providing such notice, the
6 upward Designating Party shall provide re-labeled copies of the material to each Receiving Party
7 reflecting the change in designation. The Receiving Party will replace the incorrectly designated
8 material with the newly designated materials and will destroy the incorrectly designated materials.
9 Any Party may object to the increased designation of Disclosure or Discovery Materials pursuant to
10 the procedures set forth in paragraph 6 regarding challenging designations. The upward Designating
11 Party shall bear the burden of establishing the basis for the increased designation.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

13 6.1 Timing of Challenges. A Party does not waive its right to challenge a confidentiality
14 designation by electing not to mount a challenge promptly after the original designation is disclosed.

15 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's
16 confidentiality designation must do so in good faith and must begin the process by notifying the
17 Designating Party in writing, by telephone or in person of its challenge and identify the challenged
18 material, then conferring directly in voice to voice dialogue (other forms of communication are not
19 sufficient) with counsel for the Designating Party. The Parties must then meet and confer in good
20 faith. Each Party must explain the basis for its respective position about the propriety of the
21 challenged confidentiality designations. The parties shall have fourteen (14) days from the initial
22 notification of a challenge to complete this meet and confer process.

23 6.3 Judicial Intervention. In any judicial proceeding challenging a confidentiality
24 designation, the burden of persuasion with respect to the propriety of the confidentiality designation
25 shall remain upon the Designating Party. If the parties are not able to resolve a dispute about a
26 confidentiality designation within the time provided in paragraph 6.2, above, the parties shall, within
27 fourteen (14) days thereafter, prepare and present to the Court (or Special Master if one has been
28 appointed) a joint filing that identifies the challenged material and sets forth the respective positions

1 of the parties about the propriety of the challenged confidentiality designations. Until the ruling on
2 the dispute becomes final, all Receiving Parties shall continue to afford the material in question the
3 level of protection to which it is entitled under the Designating Party's designation. In the event that
4 the final ruling is that the challenged material is not confidential or that its designation should be
5 changed, the Designating Party shall reproduce copies of all materials with their designations
6 removed or changed in accordance with the ruling within thirty (30) days at the expense of the
7 Designating Party.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

9 7.1 Basic Principles. Except that counsel for Scott Salyer may use Protected Material that
10 is disclosed or produced by a Producing Party for purposes of defending Mr. Salyer in that certain
11 action styled *United States v. Frederick Scott Salyer*, Crim. No. S-10-061 LKK, pending in the
12 United States District Court for the Eastern District of California, (i) a Receiving Party may use
13 Protected Material that is disclosed or produced by a Producing Party only in connection with this
14 action for prosecuting, defending, or attempting to settle this action, (ii) such Protected Material may
15 be disclosed only to the categories of persons and under the conditions described in this Order.

16 When this litigation has been terminated, a Receiving Party must comply with the provisions
17 of section 11, below (FINAL DISPOSITION). Protected Material must be stored and maintained by
18 a Receiving Party at a location and in a secure manner that ensures that access is limited to the
19 persons authorized under this Order. For purposes of this Order, a secure website, or other internet-
20 based document depository with adequate security, shall be deemed a secure location.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
22 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
23 information or item designated "CONFIDENTIAL" only to:

- 24 (a) the Receiving Party's Outside Counsel of record in this action, as well as
25 employees of said counsel to whom it is reasonably necessary to disclose the information for
26 this litigation;

1 (b) current or former officers, directors, and employees of Parties to whom
2 disclosure is reasonably necessary for this litigation and who have signed the “Agreement To
3 Be Bound by Protective Order” (Exhibit A);

4 (c) Experts and/or Consultants with respect to each of whom (1) disclosure is
5 reasonably necessary for this litigation, and (2) an “Agreement To Be Bound by Protective
6 Order” (Exhibit A) has been signed;

7 (d) the Court and its personnel;

8 (e) stenographers, their staffs, and professional vendors to whom disclosure is
9 reasonably necessary for this litigation and who have signed the “Agreement To Be Bound by
10 Protective Order” (Exhibit A);

11 (f) the author, addressees, or recipients of the document, or any other natural
12 person who would have likely reviewed such document during his or her employment as a
13 result of the substantive nature of his or her employment position, or who is specifically
14 identified in the document, or whose conduct is purported to be specifically identified in the
15 document;

16 (g) witnesses in the action to whom disclosure is reasonably necessary for this
17 litigation and who have signed the “Agreement To Be Bound by Protective Order”
18 (Exhibit A); provided that, Confidential Information may be disclosed to a witness during
19 their deposition, but only if they have executed the “Agreement to Be Bound by Protective
20 Order” (Exhibit A), which shall be made an exhibit to the deposition transcript, or have
21 agreed on the record to keep the information confidential and not to use it for any purpose, or
22 have been ordered to do so; and provided further that, pages of transcribed deposition
23 testimony or exhibits to depositions that reveal Confidential Information must be marked
24 “Confidential” and separately bound by the court reporter and not included in the main
25 deposition transcript and exhibit binder, and may not be disclosed to anyone except as
26 permitted under this Stipulated Protective Order;

27 (h) participants in a focus group or mock jury who have agreed in writing to keep
28 the information confidential and not to use it for any purpose other than the focus group,

1 mock jury, or similar exercise, provided that such participants shall not be permitted to retain
2 any copies of any Protected Material or to retain any notes of any Protected Material; and

3 (i) any other person to whom the Designating Party agrees in writing or on the
4 record, and any other person to whom the Court compels access to the Confidential
5 Information.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless otherwise
7 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
8 disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
10 employees of said counsel to whom it is reasonably necessary to disclose the information for
11 this litigation;

12 (b) Experts and/or Consultants with respect to each of whom (1) disclosure is
13 reasonably necessary for this litigation, and (2) an “Agreement To Be Bound by Protective
14 Order” (Exhibit A) has been signed;

15 (c) the Court and its personnel;

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

19 (e) the author, addressees or recipients of the document, or any other natural
20 person who would have likely reviewed such document during his or her employment as a
21 result of the substantive nature of his or her employment position, or who is specifically
22 identified in the document, or whose conduct is purported to be specifically identified in the
23 document;

24 (f) deposition witnesses but only during their depositions and only if they have
25 executed the “Agreement to Be Bound by Protective Order” (Exhibit A), which shall be made
26 an exhibit to the deposition transcript, or have agreed on the record to keep the information
27 confidential and not to use it for any purpose, or have been ordered to do so; and in addition,
28 if the witness is an employee of a Party or is a former employee of a Party, then In House

1 Legal Personnel of the Party in attendance at the deposition of such a witness, may also be
2 present during that portion of the deposition but only if the In House Legal Personnel has
3 signed the “Agreement to Be Bound by Protective Order” (Exhibit A); provided that, pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Highly Confidential
5 Information must be marked “Highly Confidential” and separately bound by the court reporter
6 and not included in the main deposition transcript and exhibit binder, and may not be
7 disclosed to anyone except as permitted under this Stipulated Protective Order; and provided,
8 further that, the parties will meet and confer if the Designating Party believes a particular
9 document requires different treatment for use at deposition;

10 (g) participants in a focus group or mock jury who have agreed in writing to keep
11 the information confidential and not to use it for any purpose other than the focus group,
12 mock jury, or similar exercise, provided that such participants shall not be permitted to retain
13 any copies of any Protected Material or to retain any notes of any Protected Material; and

14 (h) any other person to whom the Designating Party agrees in writing or on the
15 record and any other person to whom the Court compels access to the Highly Confidential
16 Information.

17 7.4 Retention of Exhibit A. Outside Counsel for the Party that obtains the signed
18 “Agreements To Be Bound by Protective Order” (Exhibit A), as required above, shall retain them for
19 one year following the final termination of this action including any appeals, and shall make them
20 available to other Parties upon good cause shown.

21 7.5 Retention of Protected Material. Persons who have been shown Protected Material
22 pursuant to Section 7.2(b), (f), (g) or (h), or Section 7.3(e), (f) or (g) shall not retain copies of such
23 Protected Material.

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
25 **PRODUCED IN OTHER LITIGATION.**

26 If a Receiving Party is served with a discovery request, subpoena or an order issued in other
27 litigation that would compel disclosure of any information or items designated in this action as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” the Receiving Party must so notify the

1 Designating Party, in writing (by fax or electronic mail, if possible), along with a copy of the
2 discovery request, subpoena or order, as soon as reasonably practicable.

3 The Receiving Party also must immediately inform the party who caused the discovery
4 request, subpoena or order to issue in the other litigation that some or all the material covered by the
5 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
6 deliver a copy of this Stipulated Protective Order promptly to the party in the other action that caused
7 the discovery request, subpoena or order to issue.

8 The purpose of imposing these duties is to alert the interested parties to the existence of this
9 Stipulated Protective Order and to afford the Designating Party in this case an opportunity to try to
10 protect its confidentiality interest in the court from which the discovery request, subpoena or order is
11 issued. The Designating Party shall bear the burdens and the expenses of seeking protection in that
12 court of its confidential or highly confidential material. Nothing in these provisions should be
13 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
14 from another court.

15 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

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

23 **10. FILING PROTECTED MATERIAL.**

24 Without written permission from the Designating Party or a court order secured after
25 appropriate notice to all interested persons, a Party may not file in the public record in this action any
26 Protected Material. A Party that seeks to file under seal any Protected Material must comply with
27 General Local Rule 141.

28 **11. FINAL DISPOSITION.**

1 11.1 Unless otherwise ordered or agreed in writing by the Producing Party, within thirty
2 days after the final termination of this action, including any appeals, each Receiving Party must either
3 destroy all Protected Material (except the material described in section 11.2. below) or return it to the
4 Producing Party. As used in this subdivision, “Protected Material” includes all copies, abstracts,
5 compilations, summaries or any other form of reproducing or capturing any of the Protected Material.
6 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written
7 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
8 by the thirty-day (30) deadline that: (i) identifies (by category, where appropriate) all the Protected
9 Material that was returned and all the Protected Material that was destroyed; and (ii) affirms that,
10 except for the material described in section 11.2. below, the Receiving Party has not retained any
11 copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the
12 Protected Material.

13 11.2 Nothing in this Order requires, and this Order shall not be construed to require, any
14 Counsel to produce, return or destroy their own attorney work product, or the work product of their
15 co-counsel. Following the final termination of this action Counsel shall be entitled to retain an
16 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or
17 attorney work product, even if such materials contain Protected Material. Any such archival copies
18 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
19 Section 4 (DURATION), above.

20 **12. INADVERTENTLY PRODUCED DOCUMENTS.**

21 If a Party at any time notifies any other Party that it inadvertently produced documents,
22 testimony, information, and/or things that are protected from disclosure under the attorney-client
23 privilege, work product doctrine, and/or any other applicable privilege or immunity from disclosure,
24 or the Receiving Party discovers such inadvertent production, the inadvertent production shall not be
25 deemed a waiver of the applicable privilege or protection. The Receiving Party shall immediately
26 return all copies of such documents, testimony, information and/or things to the inadvertently
27 producing Party and shall not use such items for any purpose until further order of the Court. In all
28 events, such return must occur within three (3) business days of receipt of notice or discovery of the

1 inadvertent production. The return of any discovery item to the inadvertently producing Party shall
2 not in any way preclude the Receiving Party from moving the Court for a ruling that the document or
3 thing was never privileged.

4 **13. ATTORNEY RENDERING ADVICE.**

5 Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering
6 advice to his or her client with respect to this matter or from relying upon or generally referring to
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Disclosure or Discovery Material in rendering
8 such advice; provided however, that in rendering such advice or in otherwise communicating with his
9 or her client, the attorney shall not reveal or disclose the specific content thereof if such disclosure is
10 not otherwise permitted under this Protective Order.

11 **14. HEARINGS AND TRIAL.**

12 The terms of this Protective Order shall govern in all circumstances except for presentations
13 of evidence and argument in court (e.g., during hearings, status conferences, and trial). The parties
14 shall meet and confer in advance of such proceedings and seek the guidance of the Court as to
15 appropriate procedures to govern such proceedings.

16 **15. MISCELLANEOUS.**

17 15.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
18 its modification by the Court in the future.

19 15.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
20 no Party waives any right it otherwise would have to object to disclosing or producing any
21 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
22 Party waives any right to object on any ground to use in evidence of any of the material covered by
23 this Protective Order.

24 **IT IS SO STIPULATED.**

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1
2 DATED: April 5, 2010

By: /s/ Roger M. Schrimp (as authorized on April 5, 2010)
Roger M. Schrimp
Clinton P. Walker
DAMRELL, NELSON, SCHRIMP, PALLIOS,
PACHER & SILVA
1601 I Street, Fifth Floor
Modesto, CA 95354
Telephone: (209) 526-3500
Facsimile: (209) 526-3534
rschrimp@damrell.com
cwalker@damrell.com

7
8 *Liaison Counsel for Plaintiffs and the Proposed Class*

9
10 DATED: April 2, 2010

By: /s/ Michael P. Lehman (as authorized on April 2, 2010)
Michael P. Lehmann
Christopher L. Lebsock
Jon T. King
Arthur N. Bailey
HAUSFELD LLP
44 Montgomery Street, Suite 3400
San Francisco, CA 94104
Telephone: (415) 633-1909
Facsimile: (415) 358-49800
Mlehmann@hausfeldllp.com
Clebsock@hausfeldllp.com
jking@hausfeldllp.com
abailey@hausfeldllp.com

17 Michael D. Hausfeld
18 Megan E. Jones
19 Hilary Ratway Scherrer
20 HAUSFELD LLP
21 1700 K. Street, N.W., Suite 650
22 Washington, D.C. 20006
23 Telephone: (202) 540-7200
24 Facsimile: (202) 540-7201
25 mhausfeld@hausfeldllp.com
26 mjones@hausfeldllp.com
27 hscherrer@hausfeldllp.com
28

1
2 DATED: April 2, 2010

3 By: /s/ Stephen R. Neuwirth (as authorized on April 2, 2010)
4 Stephen R. Neuwirth
5 Lee Turner-Dodge
6 QUINN EMANUEL URQUHART OLIVER &
7 HEDGES, LLP
8 51 Madison Avenue, 22nd Floor
9 New York, New York 10010
10 Telephone: (212) 849-7000
11 Facsimile: (212) 849-7100
12 stephennuwirth@quinnemanuel.com
leeturnerdodge@quinnemanuel.com

13 William Urquhart
14 J.D. Horton
15 QUINN EMANUEL URQUHART OLIVER &
16 HEDGES, LLP
17 865 S. Figueroa Street, 10th Floor
18 Los Angeles, CA 90017
19 Telephone: (213) 443-3000
20 Facsimile: (213) 443-3100
21 billurquhart@quinnemanuel.com
22 idhorton@quinnemanuel.com

23 Robert P. Feldman
24 QUINN EMANUEL URQUHART OLIVER &
25 HEDGES, LLP
26 555 Twin Dolphin Drive, Suite 560
27 Redwood Shores, CA 94065
28 Telephone: (650) 801-5000
Facsimile: (650) 801-5100
robertfeldman@quinnemanuel.com

Co-Lead Interim Class Counsel

18 DATED: April 2, 2010

19 By: /s/ Stephen Zovickian (as authorized on April 2, 2010)
20 Stephen Zovickian
21 BINGHAM MCCUTCHEN, LLP
22 Three Embarcadero Center
23 San Francisco, CA 94111-4067
24 Telephone: (415) 393-2000
25 Facsimile: (415) 393-2286
26 Stephen.zovickian@bingham.com

Attorneys for Defendant Ingomar Packing Company

1 DATED: April 2, 2010

2 By: /s/ George A. Nicoud III
3 George A. Nicoud III
4 GIBSON DUNN & CRUTCHER, LLP
5 555 Mission Street, Suite 3000
6 San Francisco, CA 94105-2933
7 Telephone: (415) 393-8200
8 Facsimile: (415) 393-8306
9 tnicoud@gibsondunn.com

10 *Attorneys for Defendant Los Gatos Tomato Products*

11 DATED: April 5, 2010

12 By: /s/ Miles Ehrlich (as authorized on April 5, 2010)
13 Miles Ehrlich
14 RAMSEY & EHRLICH LLP
15 803 Hearst Avenue
16 Berkeley, CA 94710
17 Telephone: (510) 548-3600
18 Facsimile: (510) 291-3060
19 miles@ramsey-ehrllich.com

20 *Attorney for Defendant Greg Pruett*

21 DATED: April 5, 2010

22 By: /s/ William Farmer (as authorized on April 5, 2010)
23 William Farmer
24 COLLETTE ERICKSON FARMER &
25 O'NEILL LLP
26 235 Pine Street, Suite 1300
27 San Francisco, CA 94104
28 Telephone: (415) 788-4646
Facsimile: (415) 788-6929
wfarmer@collette.com

Attorneys for Defendant Stuart Woolf

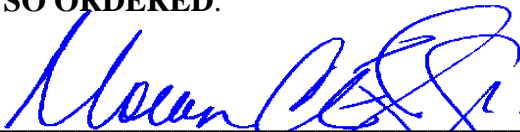
DATED: April 1, 2010

By: /s/ Malcom Segal (as authorized on April 1, 2010)
Malcom Segal
SEGAL & KIRBY LLP
770 L. Street, Suite 1440
Sacramento, CA 95814-3396
Telephone: (916) 446-0828
Facsimile: (916) 446-6003
jmayo@segalandkirby.com

Attorneys for Defendant Scott Salyer

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 7, 2010



MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name], of
_____ [print or type full address], declare
under penalty of perjury under the laws of the United States of America 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, Sacramento Division, in the case of *Four in One Company, et al. v.*
SK Foods, et al., Case No. 08-CV-03017-MCE-EFB.

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.

Date: _____
City and State (or Country) where sworn and signed: _____
Printed name: _____
Signature: _____