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(SPACE BELOW FOR FILING STAMP ONLY)

11 Attorneys for Defendants  
 12 TRANSCOR AMERICA, LLC, SGT. JOHN  
 13 SMITH, OFFICER BLANDEN

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

16 KEVIN M. SCHILLING, JOHN PINEDO,  
 17 WILLIAM TELLEZ, on behalf of himself  
 18 and all those similarly situated,,

19 Plaintiff,

20 v.

21 TRANSCOR AMERICA, LLC, SGT.  
 22 JOHN SMITH, OFFICER BLANDEN, and  
 23 DOES 1 through 100,,

24 Defendants.

Case No. 3:08-cv-00941 SI

**STIPULATION AND [PROPOSED]  
 STIPULATED PROTECTIVE ORDER TO  
 MAINTAIN CONFIDENTIALITY OF ALL  
 BUSINESS RECORDS PRODUCED BY  
 DEFENDANT TRANSCOR AMERICA,  
 LLC.**

25 This Stipulation and proposed Stipulated Protective Order is hereby submitted by all  
 26 parties to the above-captioned litigation through their respective counsel. Formal discovery has  
 27 commenced in this matter, including requests which have been propounded to Defendants  
 28 TRANSCOR AMERICA, LLC (“TRANSCOR”) for the production of a wide variety of  
 documents and other tangible things. The intent of this Stipulation and proposed Stipulated  
 Protective Order is to maintain the confidentiality of all such documents and business records  
 which may be produced by TRANSCOR at any point during this litigation. The parties make this  
 Stipulation and submit their proposed Stipulated Protective Order on the basis of the following  
 facts and agreed upon conditions:

1 A. The business records, including all hiring and training materials or other forms of  
2 documentation owned and maintained by TRANSCOR, contain trade secrets, proprietary  
3 information and/or confidential business matter which Defendants herein desire to keep  
4 confidential.

5 B. Plaintiffs and Defendants herein hereby stipulate to, and seek the issuance of, a  
6 protective order sanctioned by this Court to preserve and protect such trade secrets, proprietary  
7 information and/or all confidential business matters from improper or unnecessary disclosure to  
8 any non-parties. Defendant believes that if said information were made public, it could cause  
9 financial harm to TRANSCOR and place TRANSCOR at an economic disadvantage in the  
10 marketplace.

11 Accordingly, these parties hereto, including all Plaintiffs and Defendants herein, by and  
12 through their respective attorneys of record, hereby STIPULATE AND AGREE to the following:

13 1. Scope of Stipulation and Protective Order:

14 This Stipulation and proposed Stipulated Protective Order covers all documents, materials  
15 and business information received by Plaintiffs and/or their legal counsel from TRANSCOR  
16 and/or its legal counsel that have been designated “confidential” by either Defendant  
17 TRANSCOR or their attorneys. Such information will be deemed “confidential information.”  
18 Confidential information shall mean and include any and all copies, summaries and analyses of  
19 documents or proceedings described above as well as all information derived or obtained from  
20 said documents or proceedings; provided, however, that the term confidential information shall  
21 not include documents or information which heretofore has been or which hereafter is made  
22 available to the public generally by the party producing any such documents or information.  
23 Nothing in this Stipulation or in the definition of confidential information waives any rights of a  
24 party from asserting and not producing any confidential information or other documents for  
25 which there exists and a party asserts a claim of privilege.

26 2. Recipients of Confidential Information:

27 Confidential information may only be disclosed to the following persons:

- 28 (a) The Court;

1 (b) The attorneys of record for the Plaintiffs and Defendants herein;

2 (c) The employed legal staff of the attorneys of record for the Plaintiffs and  
3 Defendants herein, including secretaries, paralegals, law clerks, and similar persons working  
4 under the supervision of the attorneys of record;

5 (d) Independent experts or consultants and employed staff of the independent  
6 expert or consultant, including secretaries, associates, and other staff personally working under  
7 the supervision of an independent expert or consultant, not regularly employed or associated with  
8 any attorney as a member of the attorney's legal staff, retained by any attorneys of record to  
9 render technical or expert advice or to give opinion testimony in this action (hereinafter  
10 "Independent Experts"); and

11 (e) The Plaintiffs and Defendants herein.

12 (f) Witnesses for whom disclosure of such information is necessary for their  
13 examination at deposition or at trial.

14 3. Except as provided herein, confidential information shall not be disclosed to any  
15 individual or entity that is not a party to the instant litigation.

16 4. Except as provided for herein, or in connection with internal use by counsel or  
17 accounting expert for the parties, no person granted access to confidential information shall make  
18 any copies, reproductions or facsimiles of such confidential information or any portion thereof.  
19 Specifically, no copies, reproductions or facsimiles (or notes, renderings, compilations,  
20 recordings, or lists) of any confidential document shall be provided to any party who did not  
21 produce the confidential documents. Such party shall only be allowed to view confidential  
22 documents.

23 5. Counsel for each party shall take reasonable precautions to prevent the  
24 unauthorized or inadvertent disclosure of any confidential information.

25 6. All documents or other tangible material containing or comprising confidential  
26 information shall, when not in use, be stored in a secured area of the offices of counsel  
27 representing the non-producing party.

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1           7.     Use of Confidential Information:

2           Confidential information disclosed pursuant to this Stipulation and proposed Stipulated  
3 Protective Order shall not be used other than for the purposes of this lawsuit.

4           8.     The parties further agree that any deposition testimony provided by TRANSCOR,  
5 its agents and/or employees, and exhibits attached thereto, are afforded the same protection of  
6 confidential information as set forth above and herein.

7           9.     Return of Confidential Information and Delivery of Undertakings:

8           Ninety (90) days after termination of this action or entry of Final Judgment (no appeal  
9 having been perfected) whichever shall first occur, counsel for each party shall transmit all  
10 confidential information including all copies, notes, renderings, compilations, recordings, lists,  
11 microfilms, photographs, videos, or other references thereof or thereto to counsel for the party  
12 producing the confidential information. No person shall keep a copy of any of the confidential  
13 information except for the following: [1] the party producing the confidential information; [2] a  
14 party's attorney shall have the right to keep any notes or other document that that attorney deems  
15 to be their work product and a single copy of any confidential information lodged [and not  
16 returned by the Court] or filed with the Court. Any such confidential information kept by any  
17 person [except the person producing the documents] shall remain subject to the Stipulation and  
18 Stipulated Protective Order unless and until all such retained confidential information is returned  
19 to counsel for the party producing the confidential information.

20           10.    This Stipulation may be executed in subparts and facsimile signatures are  
21 acceptable.

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Agreed to by the undersigned counsel for the respective parties.

**IT IS SO STIPULATED.**

Dated: February 4, 2009

MCCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

By:           /s/ Nicholas C. Miller            
Justus C. Spillner  
Matthew E. Fletcher  
Nicholas C. Miller  
Attorneys for Defendants  
TRANSCOR AMERICA, LLC, SGT.  
JOHN SMITH

Dated: February 4, 2009

CASPER, MEADOWS,  
SCHWARTZ & COOK

By:           /s/ Andrew C. Schwartz            
Andrew C. Schwartz  
Attorneys for Plaintiffs,  
KEVIN M. SCHILLING, JOHN PINEDO,  
WILLIAM TELLEZ

Dated: February 4, 2009

LAW OFFICES OF MARK E. MERIN

By:           /s/ Andrew C. Schwartz for            
Mark Merin  
Attorneys for Plaintiffs,  
KEVIN M. SCHILLING, JOHN PINEDO,  
WILLIAM TELLEZ

Dated: February 4, 2009

By:           /s/ Andrew C. Schwartz for            
Karen L. Snell  
Attorneys for Plaintiffs,  
KEVIN M. SCHILLING, JOHN PINEDO,  
WILLIAM TELLEZ

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**[PROPOSED] ORDER**

GOOD CAUSE HAVING BEEN SHOWN AND THE PARTIES HAVING STIPULATED TO THE SAME, the above-stated **STIPULATED PROTECTIVE ORDER** is approved by the Court and shall be and now is the Order of the Court. All Parties in this action shall abide by the terms of this **STIPULATED PROTECTIVE ORDER** as to the disclosure of any all Confidential documents and information produced in connection with any discovery undertaken in this case.

**IT IS SO ORDERED**

Dated: \_\_\_\_\_



\_\_\_\_\_  
**United States District Court Judge**

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