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7 Attorneys for Individual and Representative  
 Plaintiffs Curtis Berrien, Rose Huerta,  
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 10

11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**

13	CURTIS BERRIEN; ROSE HUERTA; TINA	)	<b>Case No. CV 10-03125 CW</b>
14	MUSHARBASH; FERN PROSNITZ; MICHAEL	)	
15	ANDLER; MARCUS BONESS; TIMOTHY	)	
16	BONNELL; RICHARD BUFORD; ELAINE	)	<b>STIPULATED</b>
17	CEFOLA; KENNETH DAVIS; JEROME	)	<b>PROTECTIVE ORDER</b>
18	GAROUTTE, on behalf of themselves and all	)	
19	others similarly situated,	)	<b><u>CLASS ACTION</u></b>
20		)	
21	Plaintiffs,	)	
22	v.	)	
23	NEW RAINTREE RESORTS	)	
24	INTERNATIONAL, LLC; RVC MEMBERS,	)	
25	LLC; DOUGLAS Y. BECH	)	
26		)	
27	Defendants.	)	

1           **1.     PURPOSES AND LIMITATIONS**

2           Disclosure and discovery activity in this action are likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure and from use for  
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
5 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
7 discovery and that the protection it affords from public disclosure and use extends only to the limited  
8 information or items that are entitled to confidential treatment under the applicable legal principles.  
9 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
10 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
11 the procedures that must be followed and the standards that will be applied when a party seeks  
12 permission from the court to file material under seal.

13           **2.     DEFINITIONS**

14           2.1     Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
18 Civil Procedure 26(c).

19           2.3     Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
20 well as their support staff).

21           2.4     Designating Party: a Party or Non-Party that designates information or items that  
22 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23           2.5     Disclosure or Discovery Material: all items or information, regardless of the  
24 medium or manner in which it is generated, stored, or maintained (including, among other things,  
25 testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to  
26 discovery in this matter.  
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28

1           2.6     Expert: a person with specialized knowledge or experience in a matter pertinent  
2 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
3 consultant in this action.

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

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

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

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

13           2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
14 Material in this action.

15           2.12    Professional Vendors: persons or entities that provide litigation support services  
16 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
17 storing, or retrieving data in any form or medium) and their employees and subcontractors.

18           2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
19 “CONFIDENTIAL.”

20           2.14    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
21 Producing Party.

22  
23           **3.     SCOPE**

24           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
25 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
26 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material. However, the  
28 protections conferred by this Stipulation and Order do not cover the following information: (a) any

1 information that is in the public domain at the time of disclosure to a Receiving Party or becomes part  
2 of the public domain after its disclosure to a Receiving Party as a result of publication not involving a  
3 violation of this Order, including becoming part of the public record through trial or otherwise; and (b)  
4 any information known to the Receiving Party prior to the disclosure or obtained by the Receiving  
5 Party after the disclosure from a source who obtained the information lawfully and under no obligation  
6 of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by  
7 a separate agreement or order.

#### 8 **4. DURATION**

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

#### 15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each  
17 Party or Non-Party that designates information or items for protection under this Order must take care  
18 to limit any such designation to specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of material, documents, items, or oral  
20 or written communications that qualify – so that other portions of the material, documents, items, or  
21 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
22 this Order.  
23

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
25 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
26 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
27 other parties) expose the Designating Party to sanctions.  
28

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

4           5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure  
6 or Discovery Material that qualifies for protection under this Order must be clearly so designated before  
7 the material is disclosed or produced.

8           Designation in conformity with this Order requires:

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

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

24           (b)     for testimony given in deposition or in other pretrial or trial proceedings, that the  
25 Designating Party identify on the record, before the close of the deposition, hearing, or other  
26 proceeding, all protected testimony.  
27  
28

1 (c) for information produced in some form other than documentary and for any other  
2 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
3 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion  
4 or portions of the information or item warrant protection, the Producing Party, to the extent practicable,  
5 shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
7 designate qualified information or items does not, standing alone, waive the Designating Party's right to  
8 secure protection under this Order for such material. Upon timely correction of a designation, the  
9 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
10 the provisions of this Order.

## 11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
13 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
15 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
16 confidentiality designation by electing not to mount a challenge promptly after the original designation  
17 is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
19 process by providing written notice of each designation it is challenging and describing the basis for  
20 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
21 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
22 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin  
23 the process by conferring directly (in voice to voice dialogue; other forms of communication are not  
24 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
25 explain the basis for its belief that the confidentiality designation was not proper and must give the  
26 Designating Party an opportunity to review the designated material, to reconsider the circumstances,  
27 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
28

1 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this  
2 meet and confer process first or establishes that the Designating Party is unwilling to participate in the  
3 meet and confer process in a timely manner.

4           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
5 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
6 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial  
7 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not  
8 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent  
9 declaration affirming that the movant has complied with the meet and confer requirements imposed in  
10 the preceding paragraph. Failure by the Designating Party to make such a motion including the  
11 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
12 confidentiality designation for each challenged designation. In addition, the Challenging Party may file  
13 a motion challenging a confidentiality designation at any time if there is good cause for doing so,  
14 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion  
15 brought pursuant to this provision must be accompanied by a competent declaration affirming that the  
16 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

17  
18           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
19 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
20 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
21 Designating Party has waived the confidentiality designation by failing to file a motion to retain  
22 confidentiality as described above, all parties shall continue to afford the material in question the level  
23 of protection to which it is entitled under the Producing Party's designation until the court rules on the  
24 challenge.

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

26           7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed  
27 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
28 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this Order. When the litigation has been  
2 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose  
8 any information or item designated “CONFIDENTIAL” only to:

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

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this litigation;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
15 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to  
16 Be Bound” (Exhibit A), provided, however, that a Receiving Party cannot disclose such information to  
17 an Expert who is a competitor of or consults with a competitor of the Designating Party, absent the  
18 Designating Party’s consent or court order. Defendants’ competitors are listed in Exhibit B, attached  
19 hereto. Defendants’ competitors are further deemed to include any entity that an Expert, at the time that  
20 the Expert is first consulted, knows to be a subsidiary of a competitor listed in Exhibit B that is also  
21 engaged in the timeshare industry;

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
24 and Professional Vendors to whom disclosure is reasonably necessary for this litigation;

25 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
26 necessary, who shall be requested, but not obligated, to sign the “Acknowledgment and Agreement to  
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.  
28



1 Where a witness refuses to sign the Acknowledgment, the Designating Party may require that the  
2 witness surrender all copies of any information or item designated “CONFIDENTIAL” immediately  
3 upon the conclusion of the witness’s testimony. Pages of transcribed deposition testimony or exhibits  
4 to depositions that reveal Protected Material must be separately bound by the court reporter and may  
5 not be disclosed to anyone except as permitted under this Stipulated Protective Order.

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

8 Signed Acknowledgments shall be maintained by the party that has disclosed  
9 CONFIDENTIAL information in accordance with this paragraph, and shall not be discoverable by the  
10 Designating Party absent a showing of good cause. In the event of a dispute, counsel for the parties  
11 shall confer and attempt to reach an informal resolution before requesting leave of Court for discovery  
12 of any signed Acknowledgments.

13  
14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
15 **OTHER LITIGATION**

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued,

1 unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the  
2 burden and expense of seeking protection in that court of its confidential material – and nothing in these  
3 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
4 disobey a lawful directive from another court.

5 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
6 **THIS LITIGATION**

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

11 (b) In the event that a Party is required, by a valid discovery request, to produce a  
12 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the  
13 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- 14 1. promptly notify in writing the Requesting Party and the Non-Party that  
15 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- 16 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the  
18 information requested; and
- 19 3. make the information requested available for inspection by the Non-  
20 Party.  
21

22 (c) If the Non-Party fails to object or seek a protective order from this court within  
23 14 days of receiving the notice and accompanying information, the Receiving Party may produce the  
24 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely  
25 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
26 control that is subject to the confidentiality agreement with the Non-Party before a determination by the  
27  
28

1 court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
2 seeking protection in this court of its Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
14 produced material is subject to a claim of privilege or other protection, the obligations of the Receiving  
15 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
16

17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
19 seek its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
21 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
22 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
23 Party waives any right to object on any ground to use in evidence of any of the material covered by this  
24 Protective Order.  
25  
26

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27  
28 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality  
rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests  
in this court.

1           12.3 Filing Protected Material. Without written permission from the Designating  
2 Party or a court order secured after appropriate notice to all interested persons, a Party may not file in  
3 the public record in this action any Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
6 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
7 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection  
8 under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil  
9 Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the  
10 public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

11           **13. FINAL DISPOSITION**

12           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
13 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As  
14 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
15 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
16 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to  
17 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
18 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned  
19 or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the Protected Material.  
21 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
22 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial  
23 exhibits, expert reports, attorney work product, and consultant and expert work product, even if such  
24 materials contain Protected Material. Any such archival copies that contain or constitute Protected  
25 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
26  
27  
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 Dated:

Respectfully submitted,

4 **GIRARD GIBBS LLP**

5  
6 By: \_\_\_\_\_  
Jonathan K. Levine

7  
8 Elizabeth C. Pritzker  
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12 Plaintiffs Curtis Berrien, Rose Huerta, Tina Musharbash,  
13 Fern Prosnitz, Michael Andler, Marcus Boness, Timothy  
14 Bonnell, Richard Buford, Elaine Cefola, Kenneth Davis  
and Jerome Garoutte

15 DATED:


BAKER MARQUART CRONE & HAWXHURST LLP

16 LOOPER REED & MCGRAW P.C.

17  
18 By \_\_\_\_\_  
19 Daryl M. Crone  
20 Attorneys for Defendants  
21 New Raintree Resorts International, LLC,  
RVC Members, LLC and Douglas Y. Bech

22  
23  
24 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

25  
26 Dated: 1/24/2011

27   
The Hon. Claudia Wilken  
28 UNITED STATES DISTRICT JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for the  
6 Northern District of California on \_\_\_\_\_ [date] in the case of *Berrien, et al. v. New*  
7 *Raintree Resorts International, LLC, et al.* No. CV 10-03125 CW. I agree to comply with and to be  
8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that  
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I  
10 solemnly promise that I will not disclose in any manner any information or item that is subject to this  
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of  
12 this Order.

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

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

20  
21 Date: \_\_\_\_\_

22  
23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_

1 **EXHIBIT B**

2 **LIST OF DEFENDANTS' COMPETITORS**

- 3 1. Berkeley Group, Inc. 13. Breckenridge Grand Vacations (Grand  
4 2. Bluegreen Corporation (Bluegreen Timbers Lodge; Gold Point  
5 Resorts ; Bluegreen Communities; Condominium; Grand Lodge on Peak  
6 Bluegreen Vacation Club) 7)  
7 3. Cabo Villas Beach Resort and Spa 14. Hacienda Del Mar Vacation Club  
8 (Cabo Villas Resort) 15. Hilton Worldwide, Inc. (Hilton Grand  
9 4. Celebrity Resorts, LLC Vacations Company, LLC)  
10 5. Promotora Turística Las Velas, S.A. de 16. InterContinental Hotels Group, PLC  
11 C.V. (Holiday Inn Hotels and Resorts;  
12 6. Consolidated Resorts Management, Holiday Inn Club Vacations)  
13 LLC/ Soleil Management, LLC 17. Hyatt Hotels Corporation (Hyatt  
14 7. Desarrollo Marina Vallarta, S.A. de Vacation Club)  
15 C.V., and Desarrollo Inmobiliario 18. Intrawest ULC  
16 Marina Vallarta, S.A. de C.V. (Mayan 19. Krystal International Vacation Club  
17 Palace; Mayan Resorts) 20. Marriott International, Inc. (Marriott  
18 8. Diamond Resorts Holding, LLC Vacation Club International)  
19 9. The Walt Disney Company (Disney 21. México Grand Hotels (Marina Fiesta)  
20 Vacation Club) 22. Meliá, S.A.  
21 10. El Cid Resorts Grupe S.A.B. de. C.V. 23. Orange Lake Country Club, Inc.  
22 (El Cid Vacations Club) 24. Pacific Monarch Resorts, Inc.  
23 11. Grupo Posadas, S.A. de C.V. (Fiesta (Monarch Grand Vacations)  
24 Americana) 25. Palace Holding, S.A. (Palace Resorts)  
25 12. Grand Pacific Resorts, Inc. (Grand 26. Solmar Hotels & Resorts (Playa  
26 Pacific Palisades Resort and Hotel) Grande)  
27 27. Oceanfront Resorts and Spas (Pueblo  
28 Bonito)

- |    |     |                                       |     |  |
|----|-----|---------------------------------------|-----|--|
| 1  | 28. | Royal Holiday (Royal Holiday Club)    | 36. | Villas De Oro                          |
| 2  | 29. | Shell Vacations Club, L.P. (Shell     | 37. | Los Cabos Vacation Rentals, LLC; Los   |
| 3  |     | Vacations Club; Shell Vacations, LLC) |     | Cabos Vacation Rentals, S. de R.L. de  |
| 4  | 30. | Starwood Hotels & Resorts Worldwide,  |     | C.V. ( Elite Destinations Espiritu del |
| 5  |     | Inc. (Starwood Vacation Ownership,    |     | Mar - Villas del Mar)                  |
| 6  |     | Inc.)                                 | 38. | The Welk Group Inc. (Welk Group;       |
| 7  | 31. | Tempus Resorts International, Ltd.    |     | Welk Resort Group; Welk Resorts)       |
| 8  |     | (Tempus Resorts)                      | 39. | Central Florida Investments, Inc.      |
| 9  | 32. | Timbers Resorts                       |     | (Westgate; Westgate Resorts)           |
| 10 | 33. | Trading Places International, Inc.    | 40. | Whiski Jack Resorts Ltd.               |
| 11 |     | (Lindo Mar Resort)                    | 41. | Wyndham Worldwide Corporation          |
| 12 | 34. | The Villa Group (Villa Group Resorts; |     | (Wyndham Hotels and Resorts, LLC;      |
| 13 |     | Villas Del Palmar)                    |     | Wyndham Vacation Ownership,            |
| 14 | 35. | Vacation Resorts International        |     | Wyndham Exchange and Rentals)          |
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1 **CERTIFICATE OF SERVICE**

2  
3 I, Jonathan K. Levine, hereby certify that on January 20, 2011, I filed the following  
4 document(s):

5 **STIPULATED [PROPOSED] PROTECTIVE ORDER**

6  
7 By ECF (Electronic Case Filing): I e-filed the above-detailed document utilizing the United  
8 States District Court, Northern District of California's mandated ECF service on January 20, 2011.  
9 Counsel of record are required by the Court to be registered e-filers, and as such are automatically  
e-served with a copy of the document(s) upon confirmation of e-filing.

10 I declare under penalty of perjury that the foregoing is true and correct. Executed at San  
11 Francisco, CA on January 20, 2011.

12 */s/ Jonathan K. Levine*