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15 Attorneys for Defendant
 16 GRUMA CORPORATION

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 SAN JOSE DIVISION
 20

21 ENRIKE GARZA, RAFAEL GUERRERO,
 and all others similarly situated,

22 Plaintiffs,

23 v.

24 MISSION FOODS INC., DBA GRUMA
 25 CORPORATION, a Texas Corporation,

26 Defendants.

Case No. C-07-02092 JW

**JOINT STIPULATION AND
 [PROPOSED] ORDER RE PRIVATE
 MEDIATION**

Courtroom: 8

Complaint Filed: April 13, 2007
 Trial Date: None Set

1 Plaintiffs Enrique Garza and Rafael Guerrero (“Plaintiffs”) and Defendant Gruma Corporation
2 (“Gruma”) (collectively the “Parties”), by and through their respective counsel, hereby stipulate to the
3 following:

4 **JOINT STIPULATION**

5 WHEREAS, the Parties conducted a Further ADR Phone Conference on October 20, 2008
6 during which the Parties mutually agreed to engage as mediator Judge William Martin, Ret., of JAMS
7 (“mediator”);

8 WHEREAS, Gruma Corporation agreed to advance the mediator’s fee, subject to the following
9 conditions:

- 10 a. If the case settles, plaintiffs will pay one-half of the mediator’s fee;
11 b. Plaintiffs’ one-half of the mediator’s fee will be deducted from the amount of the final
12 settlement;
13 c. If the case does not settle and either goes to trial or ends for any reason other than
14 settlement, then Gruma Corporation will pay the mediator’s entire fee with no
15 reimbursement from plaintiffs.

16 WHEREAS, Mr. Hilton, counsel for plaintiffs, is leaving the country on a two-week trip on
17 October 22, 2008;

18 WHEREAS, the Parties agree to engage Judge Martin and set a mediation date after Mr. Hilton
19 returns to the United States and contacts counsel for defendant Gruma Corporation;

20 **NOW THEREFORE,**

21 The Parties, acting by and through their counsel of record, stipulate and agree that the case be
22 referred to Judge William Martin, Ret., of JAMS for private mediation.

23 Dated: October 21, 2008

LAW OFFICES OF STANLEY G. HILTON
Stanley G. Hilton

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26 By _____ /s/Stanley G. Hilton
Stanley G. Hilton
27 Attorney for Plaintiffs ENRIKE GARZA and
RAFAEL GUERRERO
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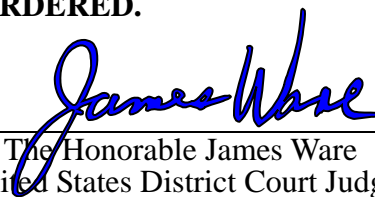
1 Dated: October 21, 2008

AKIN GUMP STRAUSS HAUER & FELD LLP
R.D. Kirwan
Bruce Jacobs
Jeremy F. Bollinger

4 By /s/R.D. Kirwan
R.D. Kirwan
Attorneys for Defendant
GRUMA CORPORATION

7 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

8 Dated: October 24 , 2008



The Honorable James Ware
United States District Court Judge

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