

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

1 2 3 4 5 6 7 8 9 10 11	ROBERT RAMIREZ, <i>et al.</i> , on behalf of themselves and others similarly situated, Plaintiffs, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff-Intervenor, v. CINTAS CORPORATION, an Ohio corporation, Defendant.) No. C 04-00281 JSW))) STIPULATED [PROPOSED]) CONSOLIDATED) CONFIDENTIALITY) AGREEMENT AND AGREED) PROTECTIVE ORDER)) The Honorable Jeffrey S. White)) Complaint filed: January 20, 2004)) Trial date: none set
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The parties in this case have moved, and this Court has ordered, that certain claims in this matter to be transferred to the United States District Court for the Eastern District of Michigan, that other claims be referred to arbitration, and that plaintiff Avalos' California state-law claims be dismissed. The parties have also agreed to submit to the Court overseeing a related case, entitled *Serrano, et al. v. Cintas Corp.* ("*Serrano*"), that the transferred claims be consolidated with that case. See stipulation and order regarding transfer of plaintiffs Jones' and Avalos' Title VII and Section 1981 claims and EEOC intervention complaint to the Eastern District of Michigan, dismissal of plaintiff Avalos' state-law claims, and stay of plaintiff Ramirez' claims pending arbitration. To facilitate the transfer and anticipated consolidation with *Serrano*, the parties seek to amend the stipulated confidentiality agreement and agreed protective order previously entered here. An amended protective order essentially the same as the one below will be filed for the *Serrano* court's approval if the transfer and anticipated consolidation are approved. If this occurs, the parties will apply to the *Serrano* court for enforcement of and/or relief from any amended protective order related to the transferred claims.

The discovery procedures in this case may require disclosure of information, either documentary or testimonial or both, regarded by the producing party as confidential and private information incorporating proprietary data, know-how, trade secrets, other valuable commercial

1 information, and confidential and private information concerning parties, witnesses, and persons not
2 party to this action. Accordingly, the parties to the above-captioned action, *Ramirez, et al. v.*
3 *Cintas Corp.* ("*Ramirez*"), by and through their respective attorneys, stipulate and agree to the
4 following terms and conditions in order to safeguard confidential information that may be disclosed in
5 the course of this action.

6 IT IS HEREBY ORDERED that the parties shall follow the procedures set forth below with
7 respect to information, documents or things produced or otherwise disclosed in this litigation:

8 1. Definitions.

9 (a) *Confidential information*: As used herein, "confidential information" shall mean any
10 information, documents, testimony or other things furnished in the course of this litigation containing
11 proprietary and/or personnel information that any party, in good faith, deems confidential and
12 designates as "CONFIDENTIAL" pursuant to the procedures set forth below. The term shall
13 include information, documents, testimony or other things obtained by any party from a third party via
14 subpoena, deposition, or other discovery. The term "documents" shall be broadly construed to
15 include information that is recorded in any form, including but not limited to hard copy, electronic
16 copy and video. CONFIDENTIAL information does not include information that lawfully has been
17 publicly disclosed. Where a party lawfully has or receives information or documents from a person
18 or entity not a party to this case, and where the information is not provided pursuant to a subpoena,
19 deposition, or other discovery proceeding in this litigation, that information will not be treated as
20 CONFIDENTIAL, except that: (1) any party may retroactively designate as "CONFIDENTIAL"
21 any information obtained or received by another party from a person or entity not a party to this case
22 if the designating party believes the information was unlawfully obtained or received by the person or
23 entity not a party to this case. (In such circumstances, the party who or which obtained the
24 information from the third person may seek relief from the "CONFIDENTIAL" designation pursuant
25 to ¶10 of this protective order); and (2) information maintained or received by a party's present or
26 prior vendors may be designated as "CONFIDENTIAL" if it is produced by a party or vendor in this
27 litigation.
28

1 (b) *Attorneys' eyes only information.* Any confidential document or testimonial information
2 produced by any party which contains trade secrets or private, confidential information with respect
3 to any of the plaintiffs in the consolidated cases, class members, Cintas, Cintas's employees or former
4 employees, and other witnesses may be designated in writing as "ATTORNEYS' EYES ONLY" or
5 "ATTORNEY'S EYES ONLY" (individually and collectively "ATTORNEYS' EYES ONLY"). The
6 term "trade secrets" as used herein means information that derives economic value, actual or
7 potential, from not being generally known to other persons who can obtain competitive advantage or
8 economic value from its disclosure or use. "Trade secrets" also means sensitive financial information
9 integral to the business operations of a party for which the party has a demonstrably compelling
10 interest in avoiding disclosure. Designation of information as "ATTORNEYS' EYES ONLY" means
11 that the information is also designated as CONFIDENTIAL, as defined in this protective order.
12 Examples of the types of information that may be designated as ATTORNEYS' EYES ONLY
13 include, but are not limited to:

- 14 (1) proprietary information containing trade secrets of a party;
- 15 (2) personnel information incorporating trade secrets of a party;
- 16 (3) marketing and business plans of a party;
- 17 (4) confidential information that individually identifies any current or prospective
18 customer or supplier; and
- 19 (5) private, confidential information as defined below.

20 As used herein, "trade secrets" does not include the location of Cintas facilities that employ SSRs
21 ("SSR facilities"); the numbers used to refer to Cintas's SSR facilities; the names and location of
22 companies that have been acquired by or merged with Cintas; job descriptions and other materials
23 posted or distributed to potential applicants (internal or external to the company) to advertise or
24 describe jobs and job openings within Cintas's SSR facilities; job titles of jobs within the Cintas
25 organization; press releases issued by Cintas; articles or other information published in the press or
26 posted on the internet; financial reports filed by Cintas with the Securities and Exchange Commission
27 ("SEC"); information that has been filed in litigation without being subject to a confidentiality or
28 protective order; or other information that has been disclosed to the public. If it satisfies the other

1 provisions of this stipulation and order, however, such information may be designated as
2 "CONFIDENTIAL."

3 The term "private, confidential information" as used herein means potentially embarrassing
4 personal information and includes the following information with respect to a person or any of the
5 person's dependents or family members: hourly rates of pay, salary or commission earnings or pay,
6 including the pay rates and earnings of SSRs; performance evaluations and disciplinary documents,
7 medical history or conditions or treatment; psychotherapy or other counseling; substance abuse or
8 substance-abuse treatment; arrests or criminal conviction; government investigation; social security
9 number; tax liability, tax filings, or failure to file tax returns; child-support obligations or payments;
10 divorce or separation; child custody; domestic disputes or orders of protection; prior marriages;
11 children born out of wedlock; adoption or foster care; government action or investigation with
12 respect to child care; citizenship or immigration status; wage garnishment, credit status, credit history,
13 less-than-honorable discharge from the military; or bankruptcy (whether personal bankruptcy or of a
14 company in which the person was a majority owner). "Private, confidential information" does not
15 include job assignments, job titles, work duties, job history, education, or numerical performance
16 ratings. If it satisfies the other provisions of this protective order, such information may be designated
17 as "CONFIDENTIAL." ATTORNEYS' EYES ONLY information does not include information
18 that lawfully has been publicly disclosed. Where a party lawfully has or receives information or
19 documents from a person or entity not a party to this case, and where the information is not provided
20 pursuant to a subpoena, deposition, or other discovery proceeding in this litigation, that information
21 will not be treated as ATTORNEYS' EYES ONLY, except that (1) any party may retroactively
22 designate as "ATTORNEYS' EYES ONLY" any information obtained or received by another party
23 from a person or entity not a party to this case if the designating party believes the information was
24 unlawfully obtained or received by the person or entity not a party to this case. (In such
25 circumstances, the party who or which obtained the information from the third person may seek relief
26 from the "ATTORNEYS' EYES ONLY" designation pursuant to ¶10 of this protective order); and
27 (2) information maintained or received by a party's present or prior vendors may be designated as
28 "ATTORNEYS' EYES ONLY," if it is produced by a party or vendor in this litigation.

1 2. Marking of confidential information and/or attorneys' eyes only information.

2 (a) *Marking.* Documents, information, or tangible items shall be designated
3 CONFIDENTIAL and/or ATTORNEYS' EYES ONLY within the meaning of this protective order
4 in the following ways:

- 5 (1) in the case of documents or tangible items and the information contained
6 therein that are produced by any party, designation shall be made by placing
7 on each page of the document, or on the tangible item with a clearly visible
8 mark, the legend CONFIDENTIAL and/or ATTORNEYS' EYES ONLY on
9 which a designation is sought;
- 10 (2) in the case of documents or tangible items and the information contained
11 therein that are obtained by subpoena or other discovery from third parties,
12 designation shall be made as follows: upon receipt by the receiving party, the
13 documents or tangible things automatically shall be deemed CONFIDENTIAL
14 and ATTORNEYS' EYES ONLY. The receiving party shall furnish a copy
15 thereof to all parties within five (5) business days of receipt. (If the material
16 cannot be reproduced for any legitimate reason, all parties shall be given an
17 opportunity to inspect it.) All parties thereafter shall have 30 calendar days
18 within which to formally designate the document or tangible thing as
19 CONFIDENTIAL and/or ATTORNEYS' EYES ONLY. Should any party
20 desire to so designate the document or tangible thing, it shall be labeled
21 accordingly from that point forward and bear that designation unless contested
22 pursuant to §8. If no party designates the document or tangible thing as
23 CONFIDENTIAL and/or ATTORNEYS' EYES ONLY within said 30-day
24 period, then the CONFIDENTIAL and/or ATTORNEYS' EYES ONLY
25 designation will terminate;
- 26 (3) in the case of interrogatory answers and requests for admission and the
27 information contained therein, designation shall be made by placing on the
28 pages containing the confidential information the legend CONFIDENTIAL
and/or ATTORNEYS' EYES ONLY;
- (4) in the case of tangible items, designation shall be made by visibly marking the
item CONFIDENTIAL and/or ATTORNEYS' EYES ONLY;
- (5) in producing original files and records for inspection, no marking need be made
by the producing party in advance of the inspection. For the purposes of the
inspection, all documents produced shall be considered as marked
CONFIDENTIAL and ATTORNEYS' EYES ONLY and inspected only by
counsel, their staff and services retained by counsel to photocopy or image
documents or evidence, except as otherwise limited herein. Thereafter, upon
selection of specified documents for copying by the inspecting party, the
producing party shall mark as CONFIDENTIAL and/or ATTORNEYS'
EYES ONLY the copies of such documents as may contain confidential
information at the time the copies are produced to the inspecting party.

(b) *Good faith.* The parties agree to designate information as CONFIDENTIAL or
ATTORNEYS' EYES ONLY on a good-faith basis and not for purposes of harassing the receiving

1 party or parties or for purposes of unnecessarily restricting the receiving party's or parties' access to
2 information concerning the lawsuit.

3 (c) *Receipt of designated information.* Except as permitted by further order of the Court,
4 or by subsequent written agreement of the producing party, such designated documents or testimonial
5 information shall be received by counsel of record for the party or parties upon the terms and
6 conditions of this protective order.

7 (d) *Unmarked documents to be produced for use at trial.* In advance of a jury trial or any
8 proceeding to be held before a jury, if a document that has been listed by any party for use as a trial
9 exhibit, the party that has produced that document will provide a copy of the document that does not
10 have a written designation on it that it is CONFIDENTIAL or ATTORNEYS' EYES ONLY. The
11 production of that copy or use of it at trial will not effect or alter the status of the document as
12 CONFIDENTIAL or ATTORNEYS' EYES ONLY or otherwise amend or alter any of the other
13 provisions of this protective order.

14 3. Right of access to designated information.

15 (a) *CONFIDENTIAL information.* Disclosure of information designated as
16 CONFIDENTIAL, including summaries thereof, shall be limited to the Court; the parties' counsel of
17 record in the *Serrano* and *Ramirez* matters; Cintas Corporation in-house counsel or otherwise
18 specifically identified counsel for Cintas; and associate attorneys and paralegal and clerical employees
19 assisting any of these counsel; defendant and its officers and directors; and to the following persons,
20 who shall be required to first execute the requisite declaration as set forth in subsection (d) below:

21 (1) defendant's managers and human resources staff, but only to the extent to which disclosure to
22 them is reasonably necessary to evaluate and defend against the claims in this case; (2) plaintiffs
23 Blanca Nelly Avalos, Anthony Jones, Mirna Serrano, Stefanie McVay, and Linda Allen (individually,
24 "plaintiff"; collectively, "plaintiffs"); (3) consultants or experts retained by the parties to consult or
25 testify in the case and their employees if assisting any of these consultants and experts; (4) court
26 reporters and videographers of sworn proceedings; (5) services retained by counsel to photocopy or
27 image or keypunch information from documents or evidence or to prepare charts, summaries,
28 timelines, illustrations, or other demonstrative materials to be used in the litigation; (6) any person that

1 a document, on its face, indicates has previously seen, or has been sent the designated information,
2 such as authors, drafters, recipients and copyholders of the documents or information; and (7)
3 witnesses and prospective witnesses to the extent deemed necessary by counsel to prepare for or
4 give testimony regarding facts at issue in this litigation, or to assist counsel in performing work in this
5 litigation, but as to this category (7), counsel must retain physical custody of the CONFIDENTIAL
6 document or other tangible thing unless consent to release it is given by the party that designated it as
7 CONFIDENTIAL. Disclosure of CONFIDENTIAL information to any expert or consultant, their
8 employees if assisting any expert or consultant, or other service provider assisting counsel shall be
9 limited to that confidential information necessary for the consultation work or preparation to testify.
10 In no case shall CONFIDENTIAL information be disclosed to any person or entity who competes
11 directly or indirectly with Cintas (a "competitor") or any labor organization, its representatives or
12 agents, that represents or is engaged in organizing Cintas employees (a "labor union").

13 (b) *ATTORNEYS' EYES ONLY information.*

14 1. Disclosure of information designated as ATTORNEYS' EYES ONLY, including
15 summaries thereof, shall be limited to the Court; the parties' counsel of record in the *Serrano* and
16 *Ramirez* matters; Cintas Corporation in-house counsel or otherwise specifically identified counsel for
17 Cintas; and associate attorneys and paralegal and clerical employees assisting any of these counsel;
18 defendant and its officers, directors, managers and human resources staff, but only to the extent to
19 which disclosure to them is reasonably necessary to evaluate and defend against the claims in this
20 case; and to the following persons, who shall be required to first execute the requisite declaration as
21 set forth in subsection 3(d) below: (a) court reporters and videographers of sworn proceedings in
22 which the ATTORNEYS' EYES ONLY information is raised; (b) services retained by counsel to
23 photocopy or image or keypunch information from documents or evidence or to prepare charts,
24 summaries, timelines, illustrations, or other demonstrative materials to be used in the litigation; (c)
25 experts or consultants (not including competitors or labor unions) retained by the parties and their
26 employees if assisting any of these consultants or experts; and (d) deponents as set forth in §3(e)
27 below.
28

1 2. Any of the following information, as it pertains to each plaintiff, to the extent it has been
 2 designated as ATTORNEYS' EYES ONLY information, may be shown to any plaintiff so long as
 3 counsel retains physical custody of the ATTORNEYS' EYES ONLY document or other tangible
 4 thing:

- 5 (a) any information that describes work performed by a plaintiff or any assessment
 6 of such work; information describing the plaintiff's compensation; plaintiff's
 7 application(s) for work at Cintas; the facilities and departments in which
 8 plaintiff worked; plaintiff's job title(s); the dates of plaintiff's employment and
 9 dates in each job assignment; and disciplinary or warning or termination notices
 10 addressed to the plaintiff;
- 11 (b) any information that sets forth the rating or compensation of any other
 12 individuals who (1) worked for any individual who conducted a performance
 13 review for any named plaintiff during the same review cycle as that plaintiff; (2)
 14 worked in the same job title in the same region as any named plaintiff during an
 15 overlapping time period; or (3) worked in a lower-ranking position in the same
 16 department in the same region as any named plaintiff in an overlapping time
 17 period; and
- 18 (c) any summary prepared from ATTORNEYS' EYES ONLY information (so
 19 long as the summary does not name any specific individuals other than plaintiffs
 20 or any one of them or the individuals in (b) immediately above by name or
 21 other identifiable description). By entering into this stipulation plaintiffs and
 22 their counsel are not agreeing that the information described in this section (b)
 23 may properly be designated as ATTORNEYS' EYES ONLY information.

24 3. If it becomes necessary for counsel for a party or parties receiving ATTORNEYS' EYES
 25 ONLY information to disclose it to some other person(s) (other than as set forth in (a) and (b)
 26 immediately above), in order to properly prepare this litigation for trial, or for other court proceedings
 27 or filings in this litigation, or to evaluate the facts, claims, and defenses for purposes of discussing
 28 settlement of this litigation, the following procedures shall be employed:

- 29 (a) counsel for the receiving party or parties shall notify, in writing by overnight
 30 delivery or e-mail or fax, counsel for the party producing the ATTORNEYS'
 31 EYES ONLY information of their desire to disclose such ATTORNEYS'
 32 EYES ONLY information and shall identify the persons(s) to whom they
 33 intend to make disclosure and the general purpose of the disclosure;
- 34 (b) if no objection to such disclosure is made by counsel for the producing party
 35 within five business days of receipt of such notification, counsel for the
 36 receiving party or parties shall be free to make such disclosure to the
 37 designated person(s); provided however, that counsel for the receiving party
 38 or parties shall serve upon opposing counsel, prior to disclosure, a declaration
 39 using one of the forms, as applicable, attached hereto as Appendix A,
 40 whereby such person agrees to comply with and be bound by this protective
 41 order;

- 1 (c) if the producing party objects to such disclosure, the party wishing to make
 2 such disclosure may bring before the Court the question of whether the
 3 particular ATTORNEYS' EYES ONLY information can be disclosed to the
 4 designated person(s) and the party objecting to such disclosure shall have the
 5 burden of establishing before the Court the necessity for preventing such
 6 disclosure.

7 Disclosure of ATTORNEYS' EYES ONLY information shall be limited to that information necessary
 8 for the witness's consultation work or preparation to testify.

- 9 (c) *Prohibition against disclosure to unauthorized persons.*

10 1. With respect to all documents, information, or tangible items produced or furnished by a
 11 party during this litigation which are designated as CONFIDENTIAL or ATTORNEYS' EYES
 12 ONLY by the producing party, such information shall be kept confidential and shall not be given,
 13 shown, made available, discussed, or otherwise communicated in any manner ("disclosed"), either
 14 directly or indirectly, to any person not authorized to receive the information under the terms of this
 15 protective order. CONFIDENTIAL and ATTORNEYS' EYES ONLY information received by
 16 any authorized person shall be used only for purposes of this litigation and for no other purpose
 17 including, but not limited to, labor organizing.

- 18 2. *Consolidated counsel.*

- 19 (a) This prohibition does not restrict the ability of plaintiffs' counsel in the *Ramirez*
 20 action, plaintiffs' counsel in the *Serrano* action, EEOC counsel in the *Ramirez*
 21 action, or EEOC counsel in the *Serrano* action from sharing, exchanging,
 22 discussing and using information produced subject to the respective protective
 23 orders prior to consolidation in either the *Serrano* or *Ramirez* actions.

- 24 (b) Pursuant to this stipulated consolidated protective order, plaintiffs' counsel of
 25 record in the *Ramirez* and *Serrano* actions and EEOC counsel of record in
 26 the *Ramirez* and *Serrano* actions, including associate attorneys and paralegal
 27 and clerical employees assisting any of these counsel, will have access to all
 28 material produced or yet to be produced in either the *Ramirez* or *Serrano*
 action and may share, exchange, discuss or use that material in conjunction
 with other counsel of record in the consolidated action without violating the
 terms of this protective order, as long as such information is handled in
 accordance with the terms of this stipulated consolidated protective order.

(d) *Requirement to obtain a written declaration.* Before disclosure of any
 CONFIDENTIAL or ATTORNEYS' EYES ONLY information subject to this protective order is
 made to anyone authorized by this agreement to see the document or other information, counsel for
 the party disclosing the information shall obtain a written declaration using one of the forms, as

1 applicable, attached hereto as Appendix A, from each person to whom disclosure is to be made,
2 acknowledging that any document, information or tangible item that has been designated as
3 CONFIDENTIAL or ATTORNEYS' EYES ONLY is subject to this protective order, that the
4 person has read this protective order, that such person agrees to comply with and be bound by this
5 protective order, that such person is aware that contempt sanctions may be entered for violation of
6 this protective order, and that such person consents to the personal jurisdiction of this Court. The
7 originals of all signed declarations shall be maintained by the party who procures the signature
8 throughout the duration of this litigation, including all appeals.

9 (e) *Use of designated information in depositions.* If, in the course of this proceeding,
10 depositions are conducted which involve CONFIDENTIAL or ATTORNEYS' EYES ONLY
11 information, counsel for the witness or party producing such information may designate, on the
12 record, the portion of the deposition which counsel believes may contain CONFIDENTIAL or
13 ATTORNEYS' EYES ONLY information. If designation of CONFIDENTIAL information is
14 made, those portions of said depositions involving such CONFIDENTIAL information will be taken
15 with no one present except (1) one or more of the plaintiffs; (2) a representative of Cintas
16 Corporation selected by Cintas; (3) those persons who are authorized to have access to such
17 CONFIDENTIAL information in accordance with this protective order; (4) the reporter and
18 videographer, if any; (5) the deponent and deponent's counsel, if the deponent has separate legal
19 counsel; and (6) counsel for the parties in the consolidated action, including any in-house counsel for
20 Cintas. If designation of ATTORNEYS' EYES ONLY information is made, those portions of said
21 depositions involving such ATTORNEYS' EYES ONLY information will be taken with no one
22 present except (1) counsel for the parties in the consolidated action and any in-house counsel for
23 Cintas; (2) those persons who are authorized to have access to such ATTORNEYS' EYES ONLY
24 information in accordance with this protective order; (3) the reporter and videographer, if any; and
25 (4) the deponent and deponent's counsel, if the deponent has separate legal counsel. A witness,
26 whose deposition is being taken, may see any document identified as CONFIDENTIAL or
27 ATTORNEYS' EYES ONLY if the document is first handed to counsel for the opposing party or
28 parties ("opposing counsel") for inspection and either (1) the opposing counsel has no objection to

1 the witness seeing the document; or (2) the document indicates on its face that the witness has
2 previously seen or has been sent the document; or (3) the witness is within the category of persons
3 entitled to see this type of information, pursuant to the provisions described above in §§3(a) and (b),
4 above. If opposing counsel objects, opposing counsel will have the option to do any one or a
5 combination of the following things: (1) request that the deponent sign a declaration containing the
6 wording specified in Exhibit A to this Agreement; (2) note the objection for the record; and/or (3)
7 recess the deposition so that the matter can be brought before the Court for determination. Any
8 party shall have until 30 days after the deposition is taken within which to inform the other parties to
9 the action of the portions of the transcript (by specific page and line reference) to be designated as
10 CONFIDENTIAL or ATTORNEYS' EYES ONLY. Unless otherwise agreed by counsel, the right
11 to make such designation shall be waived unless made within the 30-day period. Prior to such
12 designation, or expiration of the 30-day period, the entire deposition transcript shall be deemed
13 CONFIDENTIAL information. Transcripts of testimony, or portions thereof, or documents
14 containing the CONFIDENTIAL or ATTORNEYS' EYES ONLY information shall be filed only
15 under seal as described in §7, until further order of the Court.

16 4. Inadvertent production.

17 If, through inadvertence, a producing party provides any confidential information pursuant to
18 this litigation without marking the information as CONFIDENTIAL or ATTORNEYS' EYES
19 ONLY information, or provides any information subject to a claim of attorney-client privilege,
20 attorney work product or other privilege or immunity, the producing party may, within 15 business
21 days of such disclosure, inform the receiving party or parties of the CONFIDENTIAL or
22 ATTORNEYS' EYES ONLY or privileged or immune nature of the disclosed information, and the
23 receiving party or parties shall, as applicable, treat the disclosed information as CONFIDENTIAL or
24 ATTORNEYS' EYES ONLY information under this protective order, and shall return all copies of
25 assertedly privileged or immune documents (and destroy all summaries of same) within five business
26 days of receipt of written notice from the producing party, and to the extent the receiving party or
27 parties has or have already disclosed this information, the receiving party or parties shall promptly
28 notify the producing party as to the specific recipients of such information and shall take all

1 reasonable steps to remove such information from said recipients unless, with respect to
 2 CONFIDENTIAL and ATTORNEYS EYES' ONLY information, they are otherwise entitled to
 3 disclosure under this protective order.

4 If a party or counsel for a party receives a document or other information that appears on its
 5 face to be inadvertently produced and subject to a claim of privilege, counsel for the receiving party
 6 will inform counsel for the producing party promptly after becoming aware of the disclosure.

7 5. Disclosure contrary to this agreement.

8 If CONFIDENTIAL or ATTORNEYS' EYES ONLY information is disclosed to any person
 9 other than in the manner authorized by this order, the person responsible for the disclosure must
 10 immediately bring all pertinent facts relating to such disclosure to the attention of counsel for the
 11 producing party and, without prejudice to any other rights and remedies of the parties, make every
 12 effort to prevent further disclosure by it or by the person who was the recipient of such information.

13 6. Disclosure must conform to this agreement and future Court orders.

14 Unless modified by any future order issued by the Court, no person or party shall directly or
 15 indirectly utilize or disclose any CONFIDENTIAL or ATTORNEYS' EYES ONLY information
 16 obtained pursuant to pretrial discovery in this action, except for the purpose of this action and any
 17 appeals and retrials thereof, and such utilization or disclosure must be in compliance with this
 18 Agreement.

19 7. Instructions for filing CONFIDENTIAL or ATTORNEYS' EYES
 20 ONLY information under seal, as applicable to the filing.

21 (a) *For filings in the U.S. District Court for the Northern District of California.* Any
 22 document, pleading, or tangible item which contains CONFIDENTIAL or ATTORNEYS' EYES
 23 ONLY information, if filed or submitted to the Court, shall be filed pursuant to Northern District Civil
 24 Local Rule 79-5 as follows:

25 (1) *Request to file entire document under seal.* Counsel seeking to file an entire
 document under seal must:

26 (a) file and serve an administrative motion to file under seal, in
 27 conformance with Northern District Local Rule 7-11,
 accompanied by a declaration establishing that the entire
 28 document is sealable;

- 1 (b) lodge with the Clerk of the Court and serve a proposed order
sealing the document;
- 2
- 3 (c) lodge with the Clerk of the Court and serve the entire
document, contained in an 8½-inch-by-11-inch sealed
4 envelope or other suitable sealed container, with a cover sheet
affixed to the envelope or container, setting out the information
5 required by Northern District Civil Local Rules 3-4(a) and (b)
and prominently displaying the notation: DOCUMENT
6 SUBMITTED UNDER SEAL;
- 7 (d) lodge with the Clerk of the Court for delivery to the Court's
chambers a second copy of the entire document, in an identical
8 labeled envelope or container.

9 (2) *Request to file a portion of a document under seal.* If only a portion of a
document is sealable, counsel seeking to file that portion of the document
under seal must:

- 10 (a) file and serve an administrative motion to file under seal, in
11 conformance with Northern District Civil Local Rule 7-11,
accompanied by a declaration establishing that a portion of the
12 document is sealable;
- 13 (b) lodge with the Clerk of the Court and serve a proposed order
that is narrowly tailored to seal only the portion of the
14 document which is claimed to be sealable;
- 15 (c) lodge with the Clerk of the Court and serve the entire
document, contained in an 8½-inch-by-11-inch sealed
16 envelope or other suitable sealed container, with a cover sheet
affixed to the envelope or container, setting out the information
17 required by Northern District Civil Local Rules 3-4(a) and (b)
and prominently displaying the notation: DOCUMENT
18 SUBMITTED UNDER SEAL. The sealable portions of the
document must be identified by notations or highlighting within
19 the text;
- 20 (d) lodge with the Clerk of the Court for delivery to the Court's
chambers a second copy of the entire document, in an identical
21 labeled envelope or container, with the sealable portions
identified;
- 22 (e) lodge with the Clerk of the Court and serve a redacted version
23 of the document that can be filed in the public record if the
Court grants the sealing order.

24

25 (3) *Filing a document designated CONFIDENTIAL or ATTORNEYS' EYES*
ONLY by another party. If a party wishes to file a document that has been
26 designated CONFIDENTIAL or ATTORNEYS' EYES ONLY by another
party pursuant to this Agreement, or if a party wishes to refer in a
27 memorandum or other filing to information so designated by another party, the
submitting party must file and serve an administrative motion for a sealing order
and lodge the document, memorandum, or other filing in accordance with this
28 rule. If only a portion of the document, memorandum, or other filing is

1 sealable, the submitting party must also lodge with the Court a redacted
 2 version of the document, memorandum, or other filing to be placed in the
 3 public record if the Court approves the requested sealing order. Within five
 4 days thereafter, the designating party must file with the Court and serve a
 5 declaration establishing that the designated information is sealable, and must
 6 lodge and serve a narrowly-tailored proposed sealing order, or must withdraw
 7 the designation of confidentiality. If the designating party does not file its
 8 responsive declaration as required by this subsection, the document or
 9 proposed filing will be made part of the public record. The designating party
 10 may also agree to withdraw the designation of CONFIDENTIAL or
 11 ATTORNEYS' EYES ONLY for the limited purpose of filing the document(s)
 12 or information with the Court, without waiving the designation generally.

13 (4) *Request denied.* If a request to file under seal is denied in part or in full,
 14 neither the lodged document nor any proposed redacted version will be filed.
 15 The Clerk of the Court will notify the submitting party, hold the lodged
 16 document for three days for the submitting party to retrieve it, and thereafter, if
 17 it is not retrieved, dispose of it. If the request is denied in full, the submitting
 18 party may retain the document and not make it part of the record in the case
 19 or, within three days, resubmit the document for filing in the public record. If
 20 the request is denied in part and granted in part, the party may resubmit the
 21 document in a manner that conforms with the Court's order on this rule.

22 (5) *Effect of seal.* Unless otherwise ordered by the Court, any document filed
 23 under seal shall be kept from public inspection, including inspection by
 24 attorneys and parties to the action, during the pendency of the case. Any
 25 document filed under seal in a civil case shall be open to public inspection
 26 without further action by the Court ten years from the date the case is closed.
 27 However, a party that submitted documents that the Court placed under seal in
 28 a case may, upon showing good cause at the conclusion of the case, seek an
 order that would continue the seal until a specific date beyond the ten years
 provided by this rule. Nothing in this rule is intended to affect the normal
 records-destruction policy of the United States courts. The chambers copy of
 sealed documents will be disposed of in accordance with the Court's
 discretion. Ordinarily, these copies will be recycled, not shredded, unless
 special arrangements are made.

(6) *Conflict with Local Rules.* In the event of any conflict between §7 of this
 Agreement and any applicable Local Rule (including but not limited to
 Northern District Civil Local Rule 79-5), the applicable Local Rule shall apply.

(7) *Notice to third parties.* The parties and their attorneys shall inform all
 witnesses, consultants, employees, agents, court reporters, or anyone else who
 may from time to time have access to any CONFIDENTIAL or
 ATTORNEYS' EYES ONLY information of the substance of this order.

(b) *For filings in the U.S. District Court for the Eastern District of Michigan.* Any
 document, pleading, or tangible item which contains CONFIDENTIAL or ATTORNEYS' EYES
 ONLY information, if filed or submitted to the Court, shall be filed pursuant to Eastern District of
 Michigan Local Rule 5.3 as follows:

- 1 (1) *Request to file entire document under seal.* Counsel seeking to file an entire
 2 document under seal must:
- 3 (a) file and serve the document in accordance with the general
 4 filing requirements of Local Rule 5.1;
- 5 (b) place each document subject to the protective order in a
 6 separate 9-x-12-inch envelope and sealed closed; and
- 7 (c) each envelope must plainly state the full case caption, title of
 8 the document enclosed and the text, "FILED UNDER SEAL
 9 PURSUANT TO A PROTECTIVE ORDER" in bold, capital
 10 letters not less than one inch high.
- 11 (2) *Filing a document designated CONFIDENTIAL by another party.* If a
 12 party wishes to file a document that has been designated CONFIDENTIAL
 13 by another party pursuant to a protective order, or if a party wishes to refer in
 14 a memorandum or other filing to information so designated by another party,
 15 the submitting party must file the document or portion of the document,
 16 memorandum or other filing that is CONFIDENTIAL under seal as permitted
 17 in Local Rule 5.3. The submitting party must also lodge with the Court a
 18 redacted version of the document, memorandum or other filing to be placed in
 19 the public record.
- 20 (3) *Effect of seal.* Unless otherwise ordered by the Court, any document filed
 21 under seal shall be kept from public inspection, including inspection by
 22 attorneys and parties to the action, during the pendency of the case. Full and
 23 complete copies of all documents filed under seal will be served on counsel for
 24 the parties. Sixty days after the entry of a final judgment and an appellate
 25 mandate, if appealed, attorneys must present to the court a proposed order
 26 specifying whether the material sealed with protective order is (a) to be
 27 returned to the parties; or (b) unsealed and placed in the case file. Failure to
 28 present the order will result in the Court ordering the clerk to unseal the
 material and place it in the case file. Nothing in this rule is intended to affect
 the normal records-destruction policy of the United States courts.
- (4) *Conflict with Local Rules.* In the event of any conflict between §8 of this
 agreement and any applicable Local Rule (including but not limited to Eastern
 District of Michigan Local Rule 5.3), the Local Rule shall apply. In the event
 the Local Rules of the Eastern District of Michigan are amended, the parties
 will confer to decide if changes to the agreement are necessary.
- (5) *Notice to third parties.* The parties and their attorneys shall inform all
 witnesses, consultants, employees, agents, court reporters, or anyone else who
 may from time to time have access to any CONFIDENTIAL or
 ATTORNEYS' EYES ONLY information of the substance of this order.

8. Acceptance of a designated or non-designated document does
 not constitute agreement with its designation or non-designation.

Acceptance or receipt by a party or parties of any information, document, or thing designated
 as CONFIDENTIAL or ATTORNEYS' EYES ONLY, or with no designation, shall not constitute a
 concession that the information, document or thing is properly so designated or not designated. Any

1 party may contest a designation that a document is CONFIDENTIAL or ATTORNEYS' EYES
2 ONLY information (or a non-designation). If the receiving party or parties disagree with the
3 designation or non-designation, and marking by any producing party of any material as
4 CONFIDENTIAL or ATTORNEYS' EYES ONLY, then the parties shall first try to resolve such
5 disputes on an informal basis. If agreement cannot be reached between counsel, the party so
6 designating the document shall indicate in writing the reason for its designation. The party or parties
7 opposing the designation or non-designation may present such dispute to the Court by motion or
8 otherwise. In the resolution of such matter, the burden of establishing confidentiality shall be on the
9 party who made the claim of confidentiality.

10 9. Other objections preserved.

11 This protective order shall be without prejudice to the right of any party to oppose production
12 of any information on grounds other than confidentiality.

13 10. Right to seek or agree to other orders.

14 This protective order shall not prevent any party from applying to the Court for relief
15 herefrom, or from applying to the Court for further or additional protective orders, or from agreeing
16 among themselves to modify or vacate this protective order, subject to the approval of the Court.

17 11. Return of designated information and continued agreement to confidentiality.

18 At the conclusion of this action, including any appeals, all CONFIDENTIAL information and
19 all ATTORNEYS' EYES ONLY information furnished pursuant to this protective order, and all
20 copies thereof, shall be returned to the producing attorneys of record, or, at the producing party's
21 option, destroyed by counsel for the receiving party or parties. If the documents are to be returned,
22 the producing party will pay for the cost of shipping, using whatever shipping agent it selects. If the
23 documents are to be destroyed, the producing party will be responsible for engaging a service that it
24 selects and pays to collect the documents and destroy them. Counsel for the receiving party or
25 parties is entitled to keep copies of pleadings and correspondence used in this litigation, in a secure
26 storage area subject to the terms of this agreement. The provisions of this protective order insofar as
27 it restricts the disclosure, communication of, and use of, CONFIDENTIAL and ATTORNEYS'
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1 EYES ONLY information produced hereunder shall continue to be binding after the conclusion of
2 this action.

3 12. Violation.

4 Any party to this action may file a motion requesting that the Court sanction or hold in
5 contempt of Court anyone who violates the terms of this order.

6 SO STIPULATED.
7

8
9 /s/ Elena R. Baca
NANCY L. ABELL (SB# 88785)
nancyabell@paulhastings.com
10 ELENA R. BACA (SB #160564)
elenabaca@paulhastings.com
11 MARK W. ATKINSON (SB# 60472)
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12 STEPHEN P. SONNENBERG (SB# 164881)
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13 HEATHER A. MORGAN (SB# 177425)
heathermorgan@paulhastings.com
14 JOSEPH W. DENG (SB# 179320)
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15 PAUL, HASTINGS, JANOFISKY
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16 515 S. Flower St., 25th Fl.
Los Angeles, CA 90071-2228
17 (213) 683-6000
(213) 627-0705 (telefax)
18 ATTORNEYS FOR CINTAS

19
20 /s/ Paul Strauss
Paul Strauss, #153937
21 Robert S. Libman, #139283
Sharon Legenza, *pro hac vice*
22 MINER, BARNHILL & GALLAND
14 W. Erie St.
23 Chicago, IL 60610
(312) 751-1170
24 (312) 751-0438 (telefax)

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/s/ Morris J. Baller
Morris J. Baller, #048928
Roberta L. Steele, #188198
Joseph E. Jaramillo, #178566
GOLDSTEIN, DEMCHAK, BALLER,
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(510) 763-9800
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ATTORNEYS FOR *RAMIREZ* PLAINTIFFS

/s/ Robert D. Unitas
Robert D. Unitas (MA)
Senior Trial Attorney SLS
Erica D. White-Dunston (MD)
Trial Attorney SLS
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1801 L St. N.W.
Washington, DC 20507
(202) 663-4768
(202) 663-4196 (telefax)

ATTORNEYS FOR *RAMIREZ*
PLAINTIFF-INTERVENOR

IT IS SO ORDERED.

Dated: May 19, 2006



Honorable Jeffrey S. White
U.S. District Court Judge

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

4 ROBERT RAMIREZ, <i>et al.</i> , on behalf of themselves and others similarly situated, 5 6 Plaintiffs, 7 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 8 9 Plaintiff-Intervenor, 10 11 v. 12 CINTAS CORPORATION, an Ohio corporation, 13 14 Defendant.) No. C 04-00281 JSW))) STIPULATED) CONSOLIDATED) CONFIDENTIALITY) AGREEMENT AND AGREED) PROTECTIVE ORDER)) The Honorable Jeffrey S. White)) Complaint filed: January 20, 2004)) Trial date: none set
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DECLARATION OF _____

14 1. My name is _____. I have personal
 15 knowledge of the facts set forth in this declaration, and if called and sworn as a witness, I would
 16 testify competently to those facts.

17 2. I live at _____.

18 3. I am employed as (state position): _____.

19 4. The full name and address of my employer is: _____
 20 _____.

21 5. I am aware that a stipulated consolidated confidentiality agreement and agreed protective
 22 order ("protective order") regarding confidential information has been entered in the case of *Ramirez,*
 23 *et al. v. Cintas Corp.*, in the United States District Court for the Northern District of California
 24 ("Court") and/or *Serrano, et al. v. Cintas Corp.*, in the United States District Court for the Eastern
 25 District of Michigan. A copy of that protective order has been given to me. I have carefully
 26 reviewed its terms and conditions.

1 6. I agree that documents, information, and tangible items designated as CONFIDENTIAL
2 and ATTORNEYS' EYES ONLY shall be subject to the terms of the protective order, and agree to
3 comply with and be bound by the terms of the protective order.

4 7. Without limiting the foregoing, I agree that I will not disclose or discuss any material
5 designated CONFIDENTIAL or ATTORNEYS' EYES ONLY with any persons other than counsel
6 for a party in the consolidated action and paralegal and clerical personnel assisting such counsel, and
7 other persons permitted access to such material under the protective order who have signed
8 declarations under penalty of perjury undertaking to preserve the confidentiality of such material.

9 8. I agree to use any material designated CONFIDENTIAL or ATTORNEYS' EYES
10 ONLY solely in connection with participation in this action and for no other purpose.

11 9. I understand that any use of CONFIDENTIAL and ATTORNEYS' EYES ONLY
12 material, or any portion or summaries thereof, or any information obtained therefrom, in any manner
13 contrary to the provisions of the protective order shall subject me to contempt sanctions of the Court.

14 10. I consent to the exercise of personal jurisdiction over me by the Court.

15 I declare under penalty of perjury under the laws of the State of _____ and United
16 States of America that the foregoing declaration is true and correct. Executed this _____ day of
17 _____, 200__, in _____, _____.

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19 _____
Signature

20 28 U.S.C. §1746
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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MIRNA E. SERRANO, STEFANIE L.
MCVAY and LINDA D. ALLEN, individually
and on behalf of all others similarly situated,

Plaintiffs,

No. 04-CV-40132

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff-Intervenor,

(The Honorable Paul V. Gadola)

v.

CINTAS CORPORATION, an Ohio corporation,

Defendant.

consolidated with

ROBERT RAMIREZ, *et al.*, on behalf of
themselves and others similarly situated,

Plaintiffs,

No. _____

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff-Intervenor,

(The Honorable Paul V. Gadola)

v.

CINTAS CORPORATION, an Ohio corporation,

Defendant.

DECLARATION OF _____

1. My name is _____. I have personal
knowledge of the facts set forth in this declaration, and if called and sworn as a witness, I would
testify competently to those facts.

2. I live at _____.

3. I am employed as (state position): _____.

1 4. The full name and address of my employer is: _____
2 _____.

3 5. I am aware that a stipulated consolidated confidentiality agreement and agreed protective
4 order ("protective order") regarding confidential information has been entered in the case of *Ramirez,*
5 *et al. v. Cintas Corp.*, in the United States District Court for the Northern District of California
6 ("Court") and/or *Serrano, et al. v. Cintas Corp.*, in the United States District Court for the Eastern
7 District of Michigan. A copy of that protective order has been given to me. I have carefully
8 reviewed its terms and conditions.

9 6. I agree that documents, information, and tangible items designated as CONFIDENTIAL
10 and ATTORNEYS' EYES ONLY shall be subject to the terms of the protective order, and agree to
11 comply with and be bound by the terms of the protective order.

12 7. Without limiting the foregoing, I agree that I will not disclose or discuss any material
13 designated CONFIDENTIAL or ATTORNEYS' EYES ONLY with any persons other than counsel
14 for a party in the consolidated action and paralegal and clerical personnel assisting such counsel, and
15 other persons permitted access to such material under the protective order who have signed
16 declarations under penalty of perjury undertaking to preserve the confidentiality of such material.

17 8. I agree to use any material designated CONFIDENTIAL or ATTORNEYS' EYES
18 ONLY solely in connection with participation in this action and for no other purpose.

19 9. I understand that any use of CONFIDENTIAL and ATTORNEYS' EYES ONLY
20 material, or any portion or summaries thereof, or any information obtained therefrom, in any manner
21 contrary to the provisions of the protective order shall subject me to contempt sanctions of the Court.

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10. I consent to the exercise of personal jurisdiction over me by the Court.

I declare under penalty of perjury under the laws of the State of _____ and United States of America that the foregoing declaration is true and correct. Executed this _____ day of _____, 200__, in _____, _____.

Signature

28 U.S.C. §1746