

1 1. This Stipulation and Order governs the handling of confidential information,
2 documents, depositions and deposition exhibits, interrogatory answers, responses to requests to
3 admit and other written, recorded or graphic matter ("discovery material") produced or obtained from
4 any party ("the producing party") during the proceedings in this action.

5 2. Any party producing "discovery material" in this action that contains or
6 discloses unpublished financial data, personnel matters, or other business information of a non-
7 public nature considered by a party to be commercially sensitive or proprietary or subject to a right
8 of privacy, may designate such discovery material as "Confidential," which discovery materials shall
9 be so marked.

10 3. The producing party may, on the record of a deposition or by written notice
11 to counsel for all parties no later than 72 hours after receipt of a deposition transcript, designate
12 portions thereof as "Confidential" under the terms of this Stipulation and Order. During the 72-hour
13 period, all transcripts and the information contained therein will be deemed to be "Confidential" in
14 their entirety under the terms of this Stipulation and Order. Only those portions of a transcript of
15 a deposition marked "Confidential" shall be so treated, except that all copies of deposition transcripts
16 that contain confidential matter shall be prominently marked "Confidential" on the cover thereof,
17 and if and when filed with the Clerk, shall be filed under seal.

18 4. "Confidential" discovery material shall be used only for the prosecution and/or
19 defense of this action, and under no circumstances other than those specifically provided for in this
20 or subsequent Court orders shall be disclosed to persons other than the following:

21 a. Counsel who have appeared in this action or
22 are actively engaged in the preparation of this action,
23 and regular and temporary employees of such counsel,
24 including employees of any firm retained to reproduce
25 the discovery material for use in accordance with this
26 Order;

27 b. Experts or consultants assisting counsel in this
28 litigation;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

c. Parties and employees of parties to this action who are required to assist counsel in the conduct of this action;

d. Directors, officers and employees of parties who are noticed for depositions or designated as trial witnesses and their counsel, or who are identified on the face of the "Confidential" discovery material as an author, addressee, subject or recipient of the discovery material;

e. Deposition and trial witnesses and their counsel;

f. Any court, pursuant to paragraph 7 of this Stipulation and Order;

g. Other persons only upon order of this court, or upon stipulation of the party who produced the Confidential discovery material.

5. Confidential discovery materials may be disclosed pursuant to paragraphs 4(b), 4(c), 4(d), 4(e), and 4(g) upon the condition that said materials shall be used by any such person only for the purposes of this action and for no other purposes, and shall not be used by him/her in any business affairs or in his/her own affairs or be imparted by him/her to any other person. Before disclosure is made to any such person, other than counsel, such person shall sign a statement that he/she has read a copy of this Stipulation and Order and agrees to be bound by its provisions.

6. A producing party, with respect to any "Confidential" discovery material, which is of a particularly sensitive nature such that disclosure of it to the parties or the officers, directors and employees of one or more of the corporate parties under the restrictions in this Stipulation and Order may be competitively harmful, may designate such materials as "Highly Confidential," in which event the Stipulation and Order shall otherwise apply except disclosure shall be limited to those persons described in paragraphs 4(a), 4(b), 4(f) and 4(g), and any individual who

1 is identified on the face of the "Highly Confidential" discovery material as an author, addressee,
2 subject or recipient of the discovery material.

3 7. Whenever any Confidential discovery material is introduced, or elicited at a
4 deposition, trial, hearing or other proceeding, such portions of the proceedings that concern the
5 Confidential discovery material shall be conducted so that only those persons authorized hereunder
6 to have access to such matter shall be present.

7 8. In the event that counsel for any party determines to file in or submit to this
8 court any "Confidential" discovery material or information derived therefrom, or any papers
9 containing or making reference to such material or information, such documents shall be filed only
10 in a sealed envelope in which a statement substantially in the following form shall be endorsed:

11 CONFIDENTIAL

12 This envelope contains documents that are subject to a Protective
13 Order entered by the court in this action governing use of confidential
discovery material.

14 All such material so filed shall be maintained by the clerk of the court separate from the public
15 records in this action and shall be released only upon further order of the court.

16 9. Producing or receiving materials or otherwise complying with the terms of
17 this Stipulation and Order shall not:

18 a. Operate as an admission by any party that any
19 particular discovery material contains or reflects
20 propriety or commercial or other confidential matter;

21 or

22 b. Prejudice in any way the rights of any party to
23 object to the production of documents it considers not
24 subject to discovery; or

25 c. Prejudice in any way the rights of a party to
26 seek determination by this court;

27 (i) whether particular discovery materials
28 should be produced; or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(ii) if produced, whether such material should be subject to the terms of this Stipulation and Order;

d. Prejudice in any way the rights of a party to apply to this court for a further protective order relating to any confidential information.

10. This Order has no effect upon, and its scope shall not extend to, any party's use or disclosure of its own confidential information.

11. Upon conclusion of this litigation, all "Confidential" discovery materials supplied by the parties and all copies thereof shall be returned to the producing party or shall be destroyed, except that counsel may retain one copy for professional liability and responsibility purposes.

12. This Protective Order may be modified or amended by agreement of the parties or by further order of the Court.

Dated: March _____, 2002

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: David R. McNamara
David R. McNamara
Attorneys for Defendant
UNCLE HARRY'S NEW YORK BAGELRY,
L.L.C.

Dated: March 14, 2002

EQUAL EMPLOYMENT OPPORTUNITIES
COMMISSION

By: Cheri Ho
Cheri Ho
Attorneys for Plaintiff
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(ii) if produced, whether such material should be subject to the terms of this Stipulation and Order;

d. Prejudice in any way the rights of a party to apply to this court for a further protective order relating to any confidential information.

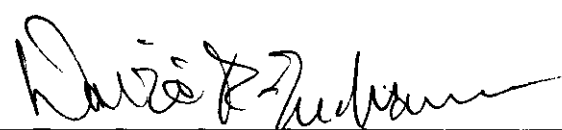
10. This Order has no effect upon, and its scope shall not extend to, any party's use or disclosure of its own confidential information.

11. Upon conclusion of this litigation, all "Confidential" discovery materials supplied by the parties and all copies thereof shall be returned to the producing party or shall be destroyed, except that counsel may retain one copy for professional liability and responsibility purposes.

12. This Protective Order may be modified or amended by agreement of the parties or by further order of the Court.

Dated: March 18, 2002

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: 
David R. McNamara
Attorneys for Defendant
UNCLE HARRY'S NEW YORK BAGELRY,
L.L.C.

Dated: March _____, 2002

EQUAL EMPLOYMENT OPPORTUNITIES
COMMISSION

By: _____
Cheri Ho
Attorneys for Plaintiff
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED:

Dated: March 20, 2002

By: 
Judge of the United States District Court

H:\DMCNAMAR\WP\Uncle Harry\Burgueno\Discovery\ProtectiveOrder.wpd

United States District Court
for the
Eastern District of California
March 21, 2002

* * CERTIFICATE OF SERVICE * *

1:01-cv-06252

EEOC

v.

Uncle Harry's

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

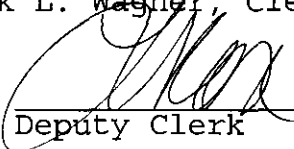
That on March 21, 2002, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

Linda Susan Ordonio-Dixon
Equal Employment Opportunity Commission
San Francisco District Office
901 Market Street
Suite 500
San Francisco, CA 94103

OWW SMS

David R McNamara
McCormick Barstow Sheppard Wayte and Carruth
PO Box 28912
Five River Park Place East
Fresno, CA 93720-1501

Jack L. Wagner, Clerk

BY: 
Deputy Clerk