

1 Toni J. Jaramilla (State Bar #174625)
May Mallari (State Bar #207167)
2 TONI J. JARAMILLA, A PLC
10100 Santa Monica Blvd., Suite 300
3 Los Angeles, CA 90067
Telephone: (310) 551-3020
4 Facsimile: (310) 551-3019
Email: Toni@tjilaw.com; May@tjilaw.com

5 Randy Renick (State Bar #179652)
6 Virginia Keeny (State Bar #139568)
Lauren Teukolsky (State Bar #211381)
7 HADSELL, STORMER, KEENY,
RICHARDSON & RENICK LLP
8 128 North Fair Oaks Avenue, Suite 204
Pasadena, California 91103
9 Telephone: (626) 585-9600
Facsimile: (626) 577-7079
10 Email: rrr@hskrr.com

11 Attorneys for Plaintiffs

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

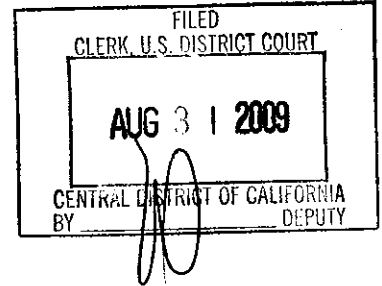
14 YOLANDA CREWS, an individual;
DAVE NGUYEN, an individual;
15 FELICIANO CANO an individual;
DUY NGUYEN an individual;
16 JOHN YEGHIAYAN an individual;
DUKE LE an individual;
17 HUGO URIBIO an individual;
DARMAWAN GANDASETIWAN,
18 an individual; and MARK STRAWN,
an individual.

19 Plaintiffs,

20 v.

21 DOMINO'S PIZZA, CORP.; a
corporation;
22 DOMINO'S PIZZA, LLC, a Michigan
Limited Liability Corporation;
23 DOMINO'S PIZZA CALIFORNIA,
LLC, a California Limited Liability
24 Corporation,
and DOES 1-50, inclusive

25 Defendants.
26
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Case No. CV 08-03703- GAF (SSx)

Assigned to: Hon. Gary Allen Feess
Courtroom: 740

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Complaint Filed: April 21, 2008

Removal Date: June 6, 2008

Trial Date: November 3, 2009

All future discovery filings shall
include the following language
on the cover page:
"[Referred to Magistrate Judge
Suzanne H. Segal]"

[PROPOSED] STIPULATED PROTECTIVE ORDER
Case No. CV 08-03703- GAF (SSx)

1 Plaintiff Yolanda Crews et al. and defendant, Domino's Pizza LLC, through
2 their respective counsel of record, stipulate and agree as follows:

3
4 1. The following documents produced or otherwise disclosed by a party
5 in this action, or a third party whose documents are subpoenaed by a party to this
6 action, which are, in good faith, determined by the producing party to contain
7 confidential or proprietary information, including: 1) the address and telephone
8 numbers of third parties and 2) cell phone records, shall be designated as
9 confidential, and so marked by stamping each page of the document
10 "Confidential." Moreover, each party shall comply with Local Rule 79-5.4 with
11 respect to the redacting of social security or other personal identifiers.

12 With respect to any electronic storage device, such as DVDs, CDs, and the
13 like, marking the exterior of such device as "Confidential" designates the contents
14 of such device as "Confidential."

15
16 2. Good cause exists for documents marked in good faith as
17 "Confidential" due to the private nature of the information and the privacy
18 interests of the individuals who are the subject of the "Confidential" documents or
19 information.

20
21 3. When used in this Order, the word "documents" means all written,
22 recorded or graphic matter however created and whatever the medium on which it
23 was produced or reproduced, including, but not limited to, documents produced by
24 agreement, and may also include deposition transcripts and exhibits.

25
26 4. All Confidential documents and all information contained therein,
27 shall be used by the party to whom the documents are disclosed solely for the
28 prosecution and/or defense of this action, and shall not be further disseminated,

1 except as specifically agreed upon in writing by all counsel for the parties.
2

3 5. Except with prior written consent of the party asserting confidential
4 treatment, Confidential documents and the information contained therein may be
5 disclosed only to the party, to counsel who files an appearance for the party to
6 whom the confidential disclosure has or is to be made, and secretaries, paralegal
7 assistants, experts and other employees of such counsel who are assisting counsel
8 in the prosecution and/or defense of this action. Counsel shall be responsible for
9 ensuring that his or her partners, associates and employees who are involved in the
10 representation of a party in this case, and/or who have access to discovery in this
11 case, are informed of the terms of this Order and agree to abide by said terms.
12

13 6. Documents designated Confidential, and information derived
14 therefrom may be referred to in discovery responses and requests, motions, briefs
15 and other court papers, and may be used in depositions and marked as deposition
16 or trial exhibits in this action.

17 To the extent Confidential documents are filed with the Court, they shall be
18 filed pursuant to Local Rule 79-5. However, nothing in this Stipulation and Order
19 precludes the parties from using or referring to Confidential documents in trial.
20 The parties reserve their rights to raise any confidentiality issues that may arise at
21 trial with the District Court judge,
22

23 7. Within no more than three months after the conclusion of the
24 litigation of this action, or upon settlement or dismissal, documents designated as
25 Confidential, and all copies of such documents (other than exhibits of record) shall
26 be destroyed, or in the alternative, maintained in such a manner as to preserve their
27 confidentiality. Nothing in this Order shall prevent any party to this action from
28 moving the court to remove the Confidential designation from a particular

1 document, from seeking modification of this Order, from designating already-
2 produced documents as Confidential, or from objecting to discovery which a party
3 believes to be otherwise improper.

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5 8. Within a reasonable amount of time following conclusion of the
6 litigation, settlement or dismissal, the attorneys of record shall assemble work
7 product materials which make reference to any such Confidential documents and
8 either destroy such materials or excise and destroy the portions thereof containing
9 such Confidential documents; or, alternatively, retain such materials in a manner
10 that will preserve the confidentiality of the Confidential documents.

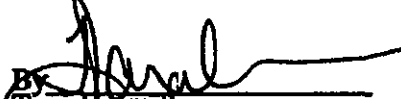
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12 9. Nothing in this Order shall prevent or otherwise restrict counsel from
13 rendering advice to his/her client and, in the course thereof, relying generally on
14 his/her examination of items designated as Confidential.

15 AGREED.

16 DATED: 8/27/09

17 HADSELL, STORMER, KEENY,
18 RICHARDSON & RENICK LLP


19 TONI JARAMILLA, APLC

20 
21 By Toni Jaramilla
22 May Mallari
23 TONI JARAMILLA, APLC
Attorneys for
Plaintiffs Yolanda Crews et al.

DATED: 8-27-09

CARLTON, DISANTE &
FREUDENBERGER LLP

KOLAR & ASSOCIATES INC.

20 
21 By Chris Robertson
22 Chris Robertson
23 CARLTON, DISANTE &
FREUDENBERGER LLP
Attorneys for Defendant
Domino's Pizza LLC

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IT IS SO ORDERED.

DATED: 8/31/09


UNITED STATES MAGISTRATE JUDGE