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16 Attorneys for DEFENDANT ROADWAY
 17 EXPRESS, INC. (N/K/A YRC INC.)

18 UNITED STATES DISTRICT COURT

19 CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

20 ERIC MOORE, DIEGO BARBA,
 21 LAMAR JOHNSON AND CARLOS
 22 GUTIERREZ, individually, and on
 23 behalf of all other similarly situated
 24 current and former employees of
 25 Roadway Express, Inc., et al.,

25 Plaintiffs,

26 vs.

CASE NO: CV 09-1588 SGL (OPx)

**STIPULATED PROTECTIVE
 ORDER**

[Hon. Oswald Parada, Courtroom 3;
 DISCOVERY MATTER]

Date Removed: March 8, 2009
 Action Filed: January 30, 2009
 Consol. Action Filed: Dec. 5, 2008
 Trial Date: None

1 ROADWAY EXPRESS, INC. (N/K/A
2 YRC INC.), and DOES 1-25, et al.,

3
4 Defendants.

5 STIPULATED PROTECTIVE ORDER

6 Upon stipulation and agreement between all parties to this action, the Court
7 hereby enters the following Stipulated Protective Order:

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9 1) Within ten days of the draft of this Order, defendants shall produce a
10 listing to plaintiffs' counsel of the names, last known addresses and telephone
11 numbers of the putative class members (defendants' dock supervisors, and
12 those other employees performing the functions of dock supervisors in the job
13 title of service coordinators) employed in the State of California since
14 December 5, 2004, subject to the provisions of this Order. Any such
15 information shall be kept confidential by plaintiffs and their counsel, and not
16 be disclosed except to their agents as needed in the course of investigating
17 and pursuing this litigation and be treated as CONFIDENTIAL pursuant to the
18 terms of this Order.
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22 2) Whether produced as exhibits, responses to discovery requests or
23 otherwise, a party with a good faith belief that certain documents or
24 information are of a sensitive, private or proprietary nature may designate as
25 CONFIDENTIAL the following documents/information, whose use is
26 thereby restricted as set forth below:
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a. information relating to the putative class members' contact information, and/or other personal information which is of a private nature. Scheduled and actual hours worked, job responsibilities, and other similar information is not considered confidential under the terms of this Order.

b. financial records and tax returns;

c. all documents constituting defendants' trade secrets, proprietary and/or confidential business information;

d. all employment policies/documents specific to defendants (e.g., not a basic EEO policy; and

e. subject to the limitations contained in subparagraph 2(a), any personal information regarding defendants' current and/or former employees including any information contained in any employee (current or former) files maintained by defendants, specifically including financial and personal identification data.

3) A party seeking protection for a document under the terms of this Stipulated Protective Order shall specifically designate and mark the document as CONFIDENTIAL.

4) Any information designated as CONFIDENTIAL per the terms of this Order shall not be disclosed to any person except as provided in paragraph (5) below, and may be disclosed only subject to the terms and conditions outlined in

1 this Stipulated Protective Order.

2 5) During any deposition, the parties may agree to designate any part of
3 the deposition, including a document marked as an exhibit, as CONFIDENTIAL, if
4 that part of the deposition contains a discussion of a CONFIDENTIAL document or
5 a CONFIDENTIAL matter. Once so designated as CONFIDENTIAL, that part of
6 the deposition or document also shall be subject to this Stipulated Protective Order.
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8 6) If a CONFIDENTIAL part of a deposition, exhibit or any other
9 CONFIDENTIAL matter is filed with the court by any party, it shall be filed under
10 seal and labeled as CONFIDENTIAL. Any such filing shall comply with Local Rule 79-5. op.
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12 7) CONFIDENTIAL information may be disclosed only to: (a) counsel,
13 including outside counsel, for the parties; (b) employees of counsel to whom the
14 material is disclosed for legal, paralegal, clerical or ministerial purposes of the
15 pending litigation between the parties; (c) experts or consultants (including their
16 employees) retained by the parties for purposes of prosecuting and/or defending
17 claims raised in the pending litigation between the parties; (d) persons interviewed
18 by counsel for purposes of prosecuting and/or defending claims raised in the
19 pending litigation between the parties, deponents, trial or hearing witnesses and
20 court reporters; (e) the Court and its personnel; and (f) the parties.
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22 8) Any party or party's agent who exposes CONFIDENTIAL material to
23 any "authorized" person/entity listed in paragraph 7, other than the Court or Court
24 personnel, agrees to take all reasonable measures to ensure the person/entity
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1 exposed to such CONFIDENTIAL material agrees to: (a) keep said
2 CONFIDENTIAL material confidential, (b) limit the use of said material to the
3 specific purpose for which he/she/it was given access, and (c) return immediately
4 said material after providing the service(s) or use(s) for which access to the
5 CONFIDENTIAL material was granted.
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8 9) The parties and their counsel agree that any information produced in
9 this matter that is designated CONFIDENTIAL or otherwise, shall not be used or
10 disclosed for any purpose other than the prosecution or defense of this matter.
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12 10) The parties shall have the right to challenge the CONFIDENTIAL
13 nature of any produced information or materials by seeking an order of the Court
14 with respect to any such information, documents or things. During the pendency of
15 such a motion, CONFIDENTIAL matters will be treated in accordance with the
16 requirements of this Stipulated Protective Order. Upon a determination by the
17 Court that a document or thing should not be treated as CONFIDENTIAL, it shall
18 not be treated as subject to the confidentiality provisions of this Order. Otherwise,
19 it shall be treated as if the terms of this Order apply.
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22 10) Upon the termination of all litigation between the parties, each party,
23 upon the request of the other party, shall return to the other party all
24 CONFIDENTIAL information at the cost of the requesting party and all copies of
25 excerpts from or summaries of such material which may have been made, but not
26 including any notes or other attorney's work product or privileged communication
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1 created by an attorney for the party returning the material. This paragraph does not
2 require an attorney to remove and return CONFIDENTIAL information which is
3 attached to file copies of memoranda, motions, affidavits and such other work
4 product. This paragraph does not require a party to remove and return
5 CONFIDENTIAL information which has been included in a client copy of any
6 memorandum, motion, affidavit or other like document. This paragraph does not
7 limit this Stipulated Protective Order.
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10 11) After the final determination of all litigation between the parties, the
11 restrictions on communication and disclosure provided for in this Stipulated
12 Protective Order shall continue to be binding upon the parties and all other persons
13 to whom documents, answers to interrogatories, depositions, transcripts, or other
14 items of discovery designated as CONFIDENTIAL or information contained
15 therein have been communicated or disclosed pursuant to the provisions of this
16 Stipulated Protective Order or any other order of this Court.
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19 12) Nothing in this Stipulated Protective Order shall operate to require the
20 production of information or documents that are subject to a good faith assertion of
21 attorney-client privilege or work-product immunity.
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24 13) A person's compliance with the terms of this Stipulated Protective
25 Order shall not operate as an admission that any particular document is or is not (a)
26 confidential, (b) privileged, (c) admissible in evidence at trial, or (d) a trade secret.
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1 14) Any person in possession of CONFIDENTIAL materials who receives a
2 subpoena (or other process) from anyone who is not a party to this Stipulated
3 Protective Order seeking production or other disclosure of such CONFIDENTIAL
4 material shall promptly give telephonic notice and written notice by certified mail
5 or facsimile to counsel for the party who produced and/or designated the
6 materials as CONFIDENTIAL, identifying the materials sought and enclosing
7 a copy of the subpoena or other process where possible at least ten business
8 days before production or other disclosure shall be given. In no event shall
9 production or other disclosure be made before the later of (1) the date on which
10 notice is given or (2) the return date of the subpoena.
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12 15) This Stipulated Protective Order may be modified or amended by
13 order of the Court for good cause shown or by agreement of the parties.
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15 16) This Stipulated Protective Order shall apply to all parties to the
16 litigation who are given access to documents and information produced by any
17 source during the course of the litigation.
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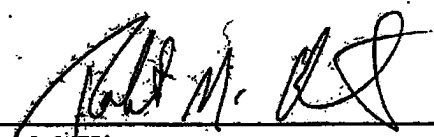
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17) This Stipulated Protective Order shall also apply to discovery directed to nonparties to this litigation, unless the non-party waives the protection of this Stipulated Protective Order.

THEREFORE, ON BEHALF OF THEMSELVES AND THEIR CLIENTS, THE UNDERSIGNED COUNSEL AGREE TO THIS STIPULATED PROTECTIVE ORDER AND THE PROVISIONS HEREIN.

Dated: November 12, 2009



Robert M. Kitson
LITT, ESTUAR, HARRISON & KITSON,
LLP
Attorney for Plaintiffs and the Proposed
Plaintiff Class

Dated: November __, 2009

Gregory V. Mersol
BAKER & HOSTETLER LLP
Attorney for Defendant

ORDER

IT IS HERBY ORDERED that, based upon the foregoing, the Stipulated Protective Order is hereby GRANTED.

Date: 11/23/09



United States District Court Judge

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Attorney for Plaintiffs and the Proposed
Plaintiff Class

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Gregory V. Mersol
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Attorney for Defendant

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United States District Court Judge