

1 M. Elizabeth O'Neill (SBN 257448)
 2 *eoneill@hptylaw.com*
 3 Edward R. Ulloa (SBN 177909)
 4 *eulloa@hptylaw.com*
 5 Michael B. Giaquinto (SBN 276229)
 6 *mgiaquinto@hptylaw.com*
 7 **HAWKINS PARNELL THACKSTON & YOUNG LLP**
 8 445 South Figueroa Street, Suite 3200
 9 Los Angeles, CA 90071
 10 Telephone: 213.486.8000; Facsimile: 213.486.8080

11 Attorneys for Defendant,
 12 THE GOODYEAR TIRE & RUBBER COMPANY

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15 CRANE CO.,
 16
 17 Plaintiff,
 18
 19 vs.
 20 THE GOODYEAR TIRE & RUBBER
 21 COMPANY,
 22
 23 Defendant.

Case No. 2:14-CV-06509-DMG-AGR
 Honorable Dolly M. Gee

**ORDER GRANTING JOINT
 STIPULATION RE CERTAIN DISCOVERY
 ISSUES**

Complaint Filed: August 19, 2014
 Trial Date: Not set

24 Pursuant to stipulation of the parties, IT IS SO ORDERED that the Stipulation
 25 re Certain Discovery Issues is granted in the above entitled action.

26 IT IS SO GRANTED.

27 Dated: December 18, 2014

28 By: *Alicia G. Rosenberg*
 Honorable Alicia G. Rosenberg
 United States Magistrate Judge

1 M. Elizabeth O'Neill (SBN 257448)
eoneill@hptylaw.com
2 Edward R. Ulloa (SBN 177909)
eulloa@hptylaw.com
3 H. Lane Young
Admitted Pro Hac Vice
4 **HAWKINS PARNELL THACKSTON & YOUNG LLP**
445 South Figueroa Street, Suite 3200
5 Los Angeles, CA 90071
Telephone: 213.486.8000; Facsimile: 213.486.8080

6 Attorneys for Defendant,
7 THE GOODYEAR TIRE & RUBBER COMPANY

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 CRANE CO.,
12 Plaintiff,
13 vs.
14 THE GOODYEAR TIRE & RUBBER
COMPANY,
15 Defendant.

Case No. 2:14-CV-06509-DMG-AGR

Honorable Dolly M. Gee

**JOINT STIPULATION RE CERTAIN
DISCOVERY ISSUES**

Complaint Filed: August 19, 2014
Non-Expert
Discovery Cutoff: March 31, 2015
Trial Date: August 4, 2015

18
19 **STIPULATION**

20 **COME NOW**, CRANE CO., Plaintiff in above captioned matter, and THE
21 GOODYEAR TIRE & RUBBER COMPANY, and submit this STIPULATION
22 regarding discovery in the above referenced matter, and show the Court as follows:

23 1.) Plaintiff in this case seeks damages under theories of contractual and
24 comparative equitable indemnity. It is one of four cases currently pending in
25 which Plaintiff makes such claims against Defendant. This Stipulation is
26 entered into in an effort to streamline the discovery process, to avoid
27 unnecessary duplication of effort by the Parties and the Courts before whom the
28 indemnity claims are pending, and to avoid inconsistent rulings on discovery

JOINT STIPULATION RE CERTAIN DISCOVERY ISSUES

1 issues.

2 2.) The Parties stipulate and agree that discovery conducted in any case in which
3 CRANE CO. has or does assert contractual or comparative equitable indemnity
4 claims against THE GOODYEAR TIRE & RUBBER COMPANY, whether by
5 direct, cross-claim or third-party complaint, shall be treated as if taken in any
6 other case in which CRANE CO. has asserted a claim for contractual or
7 comparative equitable indemnity against THE GOODYEAR TIRE & RUBBER
8 COMPANY, as of the date of this Stipulation or that may be filed thereafter. .
9 Each party specifically reserves their rights with respect to admissibility,
10 relevance and all other evidentiary objections that are asserted in the responses
11 to discovery or as otherwise permitted.

12 3.) The Parties further stipulate and agree that they shall:

- 13 a) On or before **November 14, 2014** exchange in electronic format all
14 documents which had previously been produced by THE GOODYEAR
15 TIRE & RUBBER COMPANY to CRANE CO., and by CRANE CO. to
16 THE GOODYEAR TIRE & RUBBER COMPANY, from July 24, 2013
17 to May 3, 2014;
- 18 b) The documents produced on or before **November 14, 2014** shall be
19 accepted by the Parties as responsive, in part, to Requests for Production
20 of Documents which were served by CRANE CO. on THE GOODYEAR
21 TIRE & RUBBER COMPANY in the matter of *Hill v. Certaineed*
22 *Corp., et. al.*, LOASD Case No. BC544287 and the Demand for
23 Production of Documents served by CRANE CO. on THE GOODYEAR
24 TIRE & RUBBER COMPANY on October 22, 2014 in the instant
25 action. The Parties specifically reserve their rights to seek additional
26 documents which a Party believes should be produced in response to
27 Requests to Produce.

28 c) The Parties further stipulate and agree that production of the documents

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

referenced in Paragraph 3(a) is in no way to be construed as a waiver of the right to object to any Request for Production of Documents and each Party specifically retains the right to submit written objections to the Requests for Production of Documents within the time permitted under the Federal Rules of Civil of Civil Procedure, as applicable.

d) The Parties specifically agree that the production of documents discussed in Paragraph 3 shall not eliminate the requirement to serve a written response to any discovery, nor shall it waive any Party's right to seek to compel further response.

4.) The Parties specifically stipulate and agree that, to expedite production, documents submitted by THE GOODYEAR TIRE & RUBBER COMPANY on November 14 may contain designations noting the documents as "CONFIDENTIAL" or similar language. The Parties stipulate and agree that on or before December 5, 2014 THE GOODYEAR TIRE & RUBBER COMPANY shall provide CRANE CO. with a clean copy of these documents, noting as confidential only those which THE GOODYEAR TIRE & RUBBER COMPANY seeks to maintain as confidential. Any documents for which THE GOODYEAR TIRE & RUBBER COMPANY seeks to maintain the confidential designation shall be used only for the purposes of CRANE CO.'s prosecution of its claims against GOODYEAR and GOODYEAR's defense of those claims, as further specified in a stipulated protective order to be presented to the court, or if no stipulation is reached, pursuant to a protective order entered by the Court.

5.) The Parties agree that in the course of this litigation certain documents may be requested and produced in discovery which the propounding Party seeks to designate as confidential. The Parties expect to submit to the Court on or before December 5, 2014, a Stipulated Protective Order that shall set forth the manner in which confidential documents shall be treated. If the Parties have

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

not been able to agree on a Stipulated Protective Order prior to December 5, 2014, then any Party desiring a protective order shall file a motion with the Court.

SO STIPULATED.

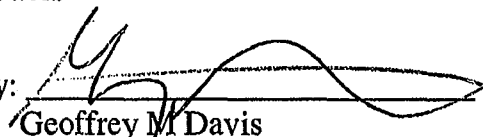
Dated: November 14, 2014

HAWKINS PARNELL THACKSTON & YOUNG LLP

By: /s/ Edward R. Ulloa
M. Elizabeth O'Neill
Edward R. Ulloa
H. Lane Young
Attorneys for Defendant,
THE GOODYEAR TIRE & RUBBER
COMPANY

Dated: November 14, 2014

K&L Gates

By: 
Geoffrey M Davis
Attorneys for Plaintiff
CRANE CO.

IT IS SO ORDERED.

Dated: _____

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

CERTIFICATE OF SERVICE

The undersigned counsel for Defendant The Goodyear Tire & Rubber Company hereby certifies that a true and correct copy of the forgoing document was filed with the Court and served electronically through CM-ECF (Electronic Case Filing) system to all counsel of record to those registered to receive a Notice of Electronic Filing for this case on November 14, 2014.

/s/ Edward R. Ulloa
Edward R. Ulloa