

1 ALAN HARRIS, Bar No. 146079  
 aharris@harrisandruble.com  
 2 PRIYA MOHAN, Bar No. 228984  
 pmohan@harrisandruble.com  
 3 HARRIS & RUBLE  
 655 North Central Avenue, 17th Fl.  
 4 Glendale, CA 91203  
 Telephone: 323.96.3777  
 5 Facsimile: 323.962.3004

6 KEVIN WOODALL, Bar No. 180650  
 kevin@kwoodalllaw.com  
 7 WOODALL LAW OFFICES  
 100 Pine Street, Ste. 1250  
 8 San Francisco, CA 94111  
 Telephone: 415.413.4629  
 9 Facsimile: 866.937.4109

10 Attorneys for Plaintiff  
 THAD JOHNSON

11 *(Caption continued on following page)*

13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA

15 THAD JOHNSON, individually and on  
 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 THE GOODYEAR TIRE & RUBBER  
 COMPANY, an Ohio Corporation, and  
 19 DOES 1 through 10, inclusive,  
 20

21 Defendant.

Case No. 2:15-CV-05745 RGK-PJWx

ASSIGNED TO JUDGE R. GARY  
 KLAUSNER

**STIPULATED PROTECTIVE  
 ORDER**

Trial Date: None Set  
 Complaint Filed: July 29, 2015  
 FAC Filed: October 2, 2015

23 This order does not authorize the  
 24 parties to file documents under seal.  
 25 Under seal filings are governed by  
 26 Local Rule 79-5.  
 27  
 28 *rgw*

1 TANJA L. DARROW, Bar No. 175502  
tdarrow@littler.com  
2 LITTLER MENDELSON, P.C.  
633 West 5th Street  
3 63rd Floor  
Los Angeles, CA 90071  
4 Telephone: 213.443.4300  
Facsimile: 213.443.4299

5 SARAH E. ROSS, Bar No. 252206  
sross@littler.com  
6 ANDREA R. MILANO, Bar No. 278937  
amilano@littler.com  
7 LITTLER MENDELSON, P.C.  
2049 Century Park East  
8 5th Floor  
Los Angeles, CA 90067.3107  
9 Telephone: 310.553.0308  
10 Facsimile: 310.553.5583

11 Attorneys for Defendant  
THE GOODYEAR TIRE & RUBBER COMPANY

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1 I. PURPOSE OF STIPULATION AND PROTECTIVE ORDER

2 The parties to this action anticipate that the discovery phase of this matter may  
3 involve the disclosure of material protected under the constitutional, statutory, or  
4 common law right to privacy or protected as confidential business, financial,  
5 proprietary, or trade secret information. Without waiving any objections to the  
6 discoverability of any such information, it is the parties' intention to provide a  
7 mechanism by which discovery of relevant information, otherwise not objectionable,  
8 may be obtained in a manner which protects all parties, including non-parties and third  
9 parties to this litigation, from the risk of disclosure of such confidential information.  
10 Accordingly, the parties, by and through their respective counsel, hereby stipulate  
11 to, and seek the Court's approval of, the following Protective Order.

12 II. DEFINITIONS

13 1. Party. "Party" means any of the parties to this action, their affiliates, and  
14 their respective officers, directors, and employees.

15 2. Counsel. "Counsel" means:

16 a. Littler Mendelson, P.C., and its respective support staff and other  
17 employees who are not employed by a Party and to whom it is  
18 necessary to disclose Confidential Information for the purpose of  
19 this action;

20 b. Harris & Ruble, the Woodall Law Offices and their respective  
21 support staff and other employees who are not employed by a  
22 Party and to whom it is necessary to disclose Confidential  
23 Information for the purpose of this action;

24 3. Confidential or Confidential Information. For the purposes of this  
25 Protective Order, the term "Confidential" or "Confidential Information" is information  
26 that has not been made public or is not otherwise available or accessible in the public  
27 domain and that concerns or relates to the confidential or proprietary information of:  
28 (1) Defendant The Goodyear Tire & Rubber Company ("Defendant"); (2) Plaintiff

1 Thad Johnson (“Plaintiff”); or (3) any third parties, the disclosure of which  
2 information is likely to have the effect of causing harm to the competitive position of  
3 Defendant or to the organization or person from whom the information was obtained,  
4 or to the parties’ privacy. Confidential Information also includes private information  
5 pertaining to Defendant’s or a third party’s employees, for which Defendant or a third  
6 party has a duty to maintain the confidentiality of such information. Information  
7 designated Confidential may be used only in connection with this proceeding, and not  
8 for any other purpose. Such information may not be disclosed to anyone except as  
9 provided in this Order.

10 III. DESIGNATION OF PROTECTED INFORMATION

11 4. In connection with discovery proceedings in this action, the Parties may  
12 reasonably designate any appropriate document, thing, material, testimony or other  
13 information derived therefrom, as Confidential under the terms of this Protective  
14 Order (hereinafter “Protective Order”). By designating a document, thing, material,  
15 testimony, or other information derived therefrom as Confidential, the Party making  
16 the designation is certifying to the Court that there is a good-faith basis both in law  
17 and fact for the designation within the meaning of Federal Rule of Civil Procedure  
18 26(g).

19 5. Confidential documents shall be so designated by stamping each page of  
20 the document produced to a Party with the legend “CONFIDENTIAL.” Stamping the  
21 legend “CONFIDENTIAL” on the face of a CD-ROM, DVD, or other computer disk  
22 or electronic storage device shall designate all contents therein as Confidential, unless  
23 otherwise indicated by the producing party.

24 6. Testimony taken at a deposition, conference, hearing or trial may be  
25 designated as Confidential by making a statement to that effect on the record at the  
26 deposition or other proceeding or, in the case of a deposition, such designation may be  
27 made within thirty (30) days after the receipt of the deposition transcript.  
28 Arrangements shall be made with the court reporter taking and transcribing such

1 proceeding to separately bind such portions of the transcript containing information  
2 designated as Confidential, and to label such portions appropriately. During the thirty  
3 (30) day period, all such deposition transcripts shall be treated as if it had been  
4 designated as Confidential.

5 7. Material designated as Confidential under this Protective Order, the  
6 information contained therein, and any summaries, copies, abstracts, or other  
7 documents derived in whole or in part from material designated as Confidential  
8 (collectively, "Confidential Material") shall be used only for the purpose of the  
9 prosecution, defense, or settlement of this action, and for no other purpose.

10 8. Confidential Material produced pursuant to this Protective Order and  
11 marked solely as "Confidential" may be disclosed or made available only to:

12 a. the Court; a jury, arbitrator, or other trier or determiner of fact in  
13 this action; a mediator who has been mutually agreed upon by the Parties;

14 b. Counsel for a Party (including the paralegal, clerical, and  
15 secretarial staff employed by such Counsel);

16 c. a Party, or an officer, director, or employee of a Party deemed  
17 necessary by Counsel to aid in the prosecution, defense, or settlement of this action;

18 d. experts or consultants (together with their clerical staff) retained by  
19 such Counsel to assist in the prosecution, defense, or settlement of this action, except  
20 that such experts and consultants shall not be employees of any Party or currently or  
21 previously under contract with any Party (except any retention agreement relating to  
22 such experts or consultants as experts or consultants in this action), or previously  
23 affiliated or associated in any way with any Party;

24 e. court reporter(s) employed in this action;

25 f. a witness at any deposition or other proceeding in this action; and

26 g. any other person as to whom the Parties in writing agree.

27 Categories (c)-(g) above shall hereafter be referred to as "Qualified Person(s)." Prior  
28 to receiving any Confidential Material, each Qualified Person shall be provided with a

1 copy of this Protective Order and shall execute a Nondisclosure Agreement in the  
2 form of Attachment A prior to receiving any Confidential Material. The fully-  
3 executed Nondisclosure Agreement shall be retained by Counsel for the Party  
4 disclosing such Confidential Material to the Qualified Person.

5 9. Where testimony at a deposition involves disclosure of Confidential  
6 Material, such deposition shall be taken only in the presence of the individuals  
7 identified in paragraph 8, subject to the requirements of paragraph 8's requirement of  
8 the execution of a Non-Disclosure Agreement.

9 10. Nothing herein shall impose any restrictions on the use or disclosure by a  
10 Party of material obtained by such Party independent of discovery in this action,  
11 whether or not such material is also obtained through discovery in this action, or from  
12 disclosing its own Confidential Material as it deems appropriate; provided, however,  
13 if a Party has obtained any such material pursuant to a separate confidentiality  
14 agreement or other legal obligation of confidentiality, that Party shall continue to  
15 adhere to such confidentiality obligations. Nothing in this Protective Order shall be  
16 deemed to restrict in any way any Party's own documents or information, or the  
17 Party's attorneys with respect to that Party's own documents or information.

18 11. If a Party wishes to file documents with the Court which have been  
19 designated "CONFIDENTIAL" by another Party or Third Party pursuant to this  
20 Protective Order, such documents must be filed under seal in compliance with Local  
21 Rule 79-5.1.

22 12. In the event that any Confidential Material is used in any Court  
23 proceeding in this action, it shall not lose its Confidential status through such use and  
24 the Party using such Confidential Material, shall take all reasonable steps to maintain  
25 its confidentiality during such use.

26 13. This Protective Order shall be without prejudice to the rights of the  
27 Parties or any other Third Party (a) to bring before the Court at any time the question  
28 of whether any particular document or information is Confidential or whether its use

1 should be restricted, or (b) to present a motion to the Court under Fed. R. Civ. P. 26(c)  
2 for a separate protective order as to any particular document or information, including  
3 restrictions differing from those as specified herein.

4 14. If a Party wishes to challenge the designation of materials stamped  
5 "CONFIDENTIAL," the Challenging Party shall notify the Designating Party in  
6 writing of the documents and basis for the challenge. The Designating Party shall  
7 respond in writing within five (5) business days thereafter. If any disputes remain, the  
8 parties shall meet and confer within four (4) business days of the Designating Party's  
9 response in an effort to resolve such disputes. If any disputes remain unresolved, the  
10 Challenging Party shall bring a motion seeking to remove the confidentiality  
11 designation pursuant to Local Rule 37. The Designating Party shall provide its  
12 portion of a joint stipulation to the Challenging Party pursuant to Local Rule 37-2.2  
13 within five (5) business days after the parties meet and confer. Such motion shall  
14 thereafter be governed by Local Rule 37-2.2 through 37-4. This Protective Order  
15 shall not be deemed to prejudice the Parties in any way in any future application for  
16 modification of this Protective Order.

17 15. This Protective Order is entered solely for the purpose of facilitating the  
18 exchange of documents and information between the Parties to this action without  
19 involving the Court unnecessarily in the process. Nothing in this Protective Order nor  
20 in the production of any information or document under the terms of this Protective  
21 Order nor any proceedings pursuant to this Protective Order shall be deemed to have  
22 the effect of any admission or waiver by any Party or any Third Party or of altering  
23 the confidentiality or non-confidentiality of any such document or information or  
24 altering any existing obligation of any Party or any Third Party or the absence thereof,  
25 or to impact in any way a Party's right to object to any discovery requests on any  
26 grounds, including attorney-client privilege, work product immunity, or any other  
27 protection provided under the law.

28 16. While this Stipulation is for the Court's consideration and approval as an

1 order, it shall also be construed to create a contract between the Parties or between the  
2 Parties and their respective counsel.

3 17. This Protective Order shall survive the final termination of this action  
4 and the Court shall retain jurisdiction to resolve any dispute concerning the use of  
5 information disclosed hereunder. Upon termination of this action, Counsel for the  
6 Parties shall destroy all documents, materials, and deposition transcripts designated as  
7 Confidential, and provide written affirmation of such to opposing Counsel.

8 18. This Stipulation and Order may be executed in one or more identical  
9 counterparts, each of which shall be deemed to be an original, but all of which  
10 together shall constitute one and the same instrument. Facsimile signatures of any  
11 Party upon the signature page of this Stipulation and Order shall be binding upon the  
12 Parties hereto and may be submitted as though such signatures were original  
13 signatures.

14 19. In the event a party inadvertently discloses or produces any Confidential  
15 materials without designation, such inadvertent disclosure does not constitute a waiver  
16 of confidentiality status. A party may designate such documents/information  
17 Confidential within a reasonable time after such inadvertent disclosure.

18 20. If a party wishes to use another party's "Confidential" documents at trial,  
19 the party shall advise the other party's counsel prior to offering the documents, with  
20 advance notice if reasonably practicable. The proponent of confidentiality then may  
21 move to file the documents under seal. The proponent also may move the Court to  
22 restrict access to the courtroom while the "Confidential" documents are discussed.  
23 The other parties need not join in such motions.

24 21. In the event that a party is served with a subpoena by any person, firm,  
25 corporation, or other entity who is not a party to this action, is not a signatory to this  
26 Order, or otherwise is not bound by this Order, which seeks to compel production of  
27 Confidential documents, the party upon whom the subpoena is served shall give  
28 written notice of the subpoena to the party who has asserted that the information or



1 documents sought by the subpoena is Confidential. The written notice required by  
2 this Paragraph shall be given no later than seven (7) days after receipt of the subpoena,  
3 or before the production date set forth in the subpoena, whichever is earlier. The party  
4 who designated the subject information or documents as Confidential shall have the  
5 responsibility to obtain from the Court an order quashing the subpoena, a protective  
6 order, and/or such other relief as will protect the confidential nature of the subject  
7 information or documents. If such a motion is filed before the requested production  
8 date, the party upon whom the subpoena, discovery request, or order is served shall  
9 not produce the subject information or documents requested in the subpoena,  
10 discovery request, or order until after such time as the Court rules on the motion to  
11 quash the subpoena or motion for protective order. If an order quashing the subpoena  
12 or motion for protective order is obtained, the party upon whom the subpoena,  
13 discovery request, or order is served shall comply with the order. If no motion to  
14 quash or motion for protective order is filed before the scheduled production date set  
15 forth in the subpoena, discovery request, or order, or if the motion to quash the  
16 subpoena or motion for protective order is denied, the party upon whom the subpoena,  
17 discovery request, or order is served may comply with the same without being deemed  
18 to have violated this Order.

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22. This Stipulated Protective Order may be modified only if such modification is in writing, signed by the parties, and approved by an order of the Court.

Dated: November 11, 2015

/s/ Alan Harris  
ALAN HARRIS  
KEVIN WOODALL  
PRIYA MOHAN  
HARRIS & RUBLE  
WOODALL LAW OFFICES  
Attorneys for Plaintiff  
THAD JOHNSON

Dated: November 11, 2015

/s/ Sarah E. Ross  
TANJA L. DARROW  
SARAH E. ROSS  
ANDREA R. MILANO  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
THE GOODYEAR TIRE & RUBBER  
COMPANY

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IT IS SO ORDERED.  
DATED: 11/12/15  
Patrick J. White  
UNITED STATES MAGISTRATE JUDGE