

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

WAYNE FIORE, on his own behalf and others similarly situated, and WARNER N. ELKINS, CHARLES BOGGS, ERIC CRONCE, BRENDA D. SMITH, CASEY HAMLIN, CHRISTOPHER TIEDEMANN, SCOTT WANDELL, JAMES BETTS, JUSTIN SPURLOCK, MICHAEL HOFFMAN, RICHARD ANDERSON, MICHAEL HONDLIK, SCOTT DUNN, BELA HALMI, MISTY SANCHEZ, ERIK SHERMAN, APOLO PLATON, as opt-in plaintiffs,

Plaintiffs,

-vs-

Case No. 2:09-cv-843-FtM-29SPC

GOODYEAR TIRE & RUBBER COMPANY, an Ohio Corporation,

Defendant.

CONFIDENTIALITY AGREEMENT

This matter comes before the Court on the Parties' Joint Notice of Filing Proposed Confidentiality Agreement (Doc. #98) filed on November 15, 2010. The Parties' have agreed to the entry of a Confidentiality Agreement in this case.

Accordingly, it is now

ORDERED:

1. Subject to this Agreement, Defendant will produce to Plaintiff Employee Statistic Summaries from January 1, 2007 to December 31, 2009 for the Goodyear stores Plaintiffs worked

at as service managers. The produced Employee Statistic Summaries are hereinafter referred to as “ESS”.

2. ESS shall be kept strictly confidential.

3. ESS shall not be disclosed or made available by the party receiving such information except to “Qualified Persons,” who are defined to consist solely of:

- a. The Court, and court reporters, persons operating video equipment at depositions, and any mediator agreed to by the parties;
- b. Plaintiffs and Defendant;
- c. Counsel for the Plaintiffs and the Defendant;
- d. Expert witnesses engaged in the action for the purpose of testifying or assisting counsel; and
- e. Where necessary, actual or potential deposition, hearing or trial witnesses who counsel (or a party) have a good faith basis to believe shall be actual or potential deposition, hearing or trial witnesses in the action.

4. Each Qualified Person given access to the ESS covered by this Confidentiality Agreement shall be advised that the ESS is being disclosed pursuant to and subject to the terms of this Agreement, and may not be disclosed other than pursuant to its terms.

5. All ESS covered by this Agreement, shall only be used to assist in the prosecution or defense of the action.

6. Although Plaintiffs believe filing under seal is unnecessary, in order to facilitate production, Plaintiffs agree that in the event ESS are to be filed or presented to the Court, ESS shall be filed under seal and kept under seal until further order of the Court.

7. At the conclusion of the action, whether by settlement or final judgment, ESS, together with any and all copies, extracts and summaries thereof (other than such extracts and summaries constituting work product or used in preparation for litigation and or as exhibits at trial), shall be returned to Goodyear's counsel. Upon agreement between the parties as evidenced by a writing executed by the parties at that time, counsel for the Plaintiffs may instead destroy all such copies, extracts and summaries thereof. If such documents contain privileged information or attorney work product, such documents shall be destroyed and the counsel destroying such documents shall provide a written representation to that effect.

8. The Parties' Joint Notice of Filing Proposed Confidentiality Agreement (Doc. #98) is **GRANTED**.

DONE AND ORDERED at Fort Myers, Florida, this 16th day of November, 2010.


SHERI POLSTER CHAPPELL
UNITED STATES MAGISTRATE JUDGE

Copies: All Parties of Record