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Honorable Ronald B. Leighton

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

CAROLYN ANDERSON,)
)
Plaintiff,)
)
vs.)
)
DOMINO'S PIZZA, INC., DOMINO'S)
PIZZA, LLC, FOUR OUR FAMILIES,)
INC., and CALL-EM-ALL, LLC,)
)
Defendants.)
)

CIVIL ACTION NO. C11-902-RBL

DECLARATION OF BRANT A.
GODWIN RE: DOMINO'S PIZZA, INC.
AND DOMINO'S PIZZA, LLC MOTION
FOR PROTECTIVE ORDER

HEARING DATE: January 20, 2012

I, BRANT A. GODWIN, am an attorney with Dunlap & Soderland, P.S., counsel for Defendants Domino's Pizza, Inc. and Domino's Pizza, LLC in the above captioned matter. I am over 18 years of age and otherwise qualified to make the following declarations based on personal firsthand knowledge.

1. On Wednesday, January 4, 2012, I spoke with Carolyn Anderson's attorney, Rob Williamson. We discussed various discovery issues related to Anderson's Fourth, Fifth and Sixth Requests for Production as well as Anderson's Request for ESI and 30(b)(6)

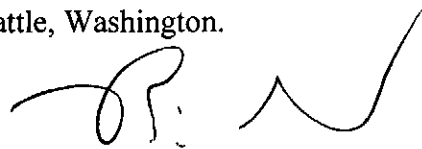
DEC. OF BRANT A. GODWIN RE: MOTION FOR PROTECTIVE ORDER - 1

LAW OFFICES
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1 deposition notice.

- 2 2. It is my opinion that both counsel made a good faith effort to resolve the discovery issues
3 short of Court intervention and resolution was reached on at least one issue, namely
4 Domino's will produce the Operations Manual requested in Request for Production
5 Number 6 subject to a protective order drafted by Domino's and approved by Anderson
6 and the Court.
7
8 3. Attached, as Exhibit 1 is a true and correct copy the Stipulated Protective Order from the
9 *Spillman v. Domino's Pizza, LLC et al.*
10
11 4. I declare under penalty of perjury under the laws of the State of Washington that the
12 foregoing is true and correct.

13 Dated this 9th day of January, 2012 at Seattle, Washington.

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15 _____
BRANT A. GODWIN, WSBA# 6927

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24 DEC. OF BRANT A. GODWIN RE: MOTION FOR PROTECTIVE ORDER - 2

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EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

TONI SPILLMAN, individually and
on behalf of the Class

* CIVIL ACTION NO. 10-349-BAJ-SCR

*

*

* JUDGE JACKSON

*

*

v.

DOMINOS PIZZA, LLC and RPM
PIZZA, INC.

* MAGISTRATE JUDGE RIEDLINGER

*

STIPULATED PROTECTIVE ORDER¹

NOW INTO COURT, through undersigned counsel, comes plaintiff, TONI SPILLMAN, Individually and as Representative of the Class, who respectfully moves this Court as follows:

SCOPE OF PROTECTIVE ORDER REGARDING CONFIDENTIALITY

1. The terms of this Protective Order shall govern the disclosure, use, and disposition of Protected Information in the above-captioned litigation.

2. This Protective Order applies to confidential materials, documents and things, including, without limitation, designated testimony adduced at depositions upon oral examination or upon written questions, answers to interrogatories, documents and tangible things produced, and answers to requests for admissions.

1. Paragraphs 17 and 33 have been modified to address the filing and disposition of Protected Information filed with the court under seal. The modifications are in bold type.

DESIGNATION OF PROTECTED INFORMATION

3. Protected Information shall be designated as follows:

- A. Material designated “PROTECTED” in connection with this law suit.
- B. Material designated “FOR ATTORNEY’S EYES ONLY” in connection with this law suit.

4. Material furnished subject to the terms of this Agreement designated “PROTECTED” shall be made available solely for the purposes of addressing issues associated with this suit.

5. Other highly sensitive, trade secret, competitive, confidential, proprietary material subject to the terms of this agreement designated “FOR ATTORNEY’S EYES ONLY” shall be made available solely for the purposes of addressing issues associated with this suit.

6. In designating information as Protected Information the designating party will make such designation as to information that it in good faith believes qualifies as Protected Information. The Protected Information designated shall be designated by marking “PROTECTED” or “FOR ATTORNEY’S EYES ONLY” on the thing or each page of the document containing the information being sought to be protected. With the exception of documents produced in native format, a document need not be treated or considered as Protected Information unless and until it is marked “PROTECTED” or “FOR ATTORNEY’S EYES ONLY,” or parties are notified in writing that a document is to be treated and considered as Protected Information.

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7. In the event that one copy of a document is properly designated as Protected Information as set out above, and one or more copies of the document or the original are not so designated, the copies or original shall also be treated as Protected Information if the receiving party is actually aware of such fact. In any event, if written notice of the inconsistent designation is given to the receiving party and the originals or copies previously not so designated are then designated Protected Information, the receiving party shall be charged with maintaining the appropriate confidence after such designation.

8. All deposition and hearing transcripts shall be deemed Protected Information subject to the provisions of this agreement.

9. "PROTECTED" or "FOR ATTORNEY'S EYES ONLY" documents shall not lose their confidential character simply because the documents are designated as exhibits to a deposition, regardless of whether the deposition or depositions transcript is itself later designated, in whole or in part, as Protected Information.

10. Any document produced in native format shall be designated as "PROTECTED," even if the document itself is not so labeled. In the event a party to this agreement raises a challenge to the confidential/protected nature of a document produced in native format, the burden shall be on the party raising the challenge to demonstrate the need for removal of the PROTECTED designation.

USE OF PROTECTED INFORMATION

11. All Protected Information subject to the order shall be subject to the following restrictions:
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- a. The documents and information shall be used solely for the purpose of this captioned litigation, and shall not be used for the benefit of any other purpose or litigation;
- b. The documents and information shall not be shown or communicated in any way inconsistent with this Protective Order to anyone other than those categories of persons designated herein; and
- c. No person receiving Protected Information pursuant to the terms of this Protective Order shall disclose it to anyone except as expressly allowed by this Protective Order.

12. Each party shall cause its employees, counsel, witnesses, experts or others to maintain and protect the confidentiality of the Protective Information in accordance with the terms of this Protective Order. All persons having access to Protected Information shall be put on notice that violation of the Protective Order shall subject them to sanctions.

13. Each individual who received Protected Information agrees to subject himself or herself to the jurisdiction of this Court for purposes of any and all proceedings relating to compliance with or violation of this Protective Order.

PERSONS WITH WHOM PROTECTED INFORMATION MAY BE SHARED

14. Access to Protected Information shall be as follows:

A. Materials designated "PROTECTED" shall be restricted solely to the following persons:

- (i) Counsel of record for the parties and attorneys employed by law firms who are counsel of record for the parties, together with their respective clients in this proceeding;
- (ii) Clerical personnel and paralegals employed by such attorneys and parties, but only in the course of assisting the attorneys in this proceeding;

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- (iii) Employees of each of the parties, to the extent that such employees reasonably require access to such documents for the purpose of assisting in this proceeding;
 - (iv) Any consulting or testifying experts who (1) have been retained by a party or its attorneys as an expert in this proceeding and (2) prior to gaining such access, have signed a document in the form of Exhibit "A" attached hereto;
 - (v) Judges and magistrates, court personnel, special masters, mediators, and court reporters and videographers attending or transcribing a deposition or court proceeding containing materials designated as "PROTECTED;"
 - (vi) Any other person who is designated to receive materials designated as "PROTECTED" by (1) stipulation of all parties or (2) order of the Court. Prior to access, however, each person so designated shall sign a document in the form of Exhibit "A," attached hereto, which document shall be exchanged with counsel for the designating or producing party at least seven (7) days in advance of the disclosure of materials designated as "PROTECTED."
- (B) Access to materials designated "FOR ATTORNEY'S EYES ONLY"

shall be restricted solely to the following persons:

- (i) Counsel of record for the parties and attorneys employed by law firms who are counsel of record for the parties;
- (ii) Clerical personnel and paralegals employed by such attorneys and parties, but only in the course of assisting the attorneys in this proceeding;
- (iii) Any consulting or testifying experts who (1) have been retained by a party or its attorneys as an expert in this proceeding and (2) prior to gaining such access, have signed a document in the form of Exhibit "A" attached hereto;
- (iv) Judges and magistrates, court personnel, special masters, mediators, and court reporters and videographers attending or transcribing a deposition

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or court proceeding containing materials designated as “FOR ATTORNEY’S EYES ONLY;”

- (v) Any other person who is designated to receive materials designated as “FOR ATTORNEY’S EYES ONLY” by (1) stipulation of all parties or (2) order of the Court. Prior to access, however, each person so designated shall sign a document in the form of Exhibit “A,” attached hereto, which document shall be exchanged with counsel for the designating or producing party at least seven (7) days in advance of the disclosure of materials designated as “PROTECTED.”

15. All documents, testimony, and other materials designated as containing Protected Information, as well as duplicates, notes, memoranda and other documents referring in whole or in part to the confidential materials, shall be maintained in strictest confidence by all parties and their counsel

16. This Protective Order does not limit the right of the designating or producing party to use its own Protective Information for any purpose, including exchanging its own Protected Information with its own testifying or consulting experts.

17. In the event any material designated as Protected Information under this Order is used, described, characterized, excerpted or referenced in, or attached to, any court proceeding or submission in connection with this litigation: (i) it shall not lose its confidential status through such use; (ii) the parties shall take all steps reasonably required to protect its confidentiality during such proceedings; and (iii) the party shall file such material **as an exhibit to a related pleading, motion, memorandum or other paper** under seal. Envelopes used to seal such material shall carry the notation: “SUBJECT TO PROTECTIVE ORDER – FILED UNDER SEAL” and shall comply with all requirements of the Court for

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filing material under seal. Envelopes so marked shall be delivered sealed to the Clerk of the Court and the contents thereof shall not be made available for public inspection. Counsel for the designating party shall have the opportunity to oppose any request for public inspection. A party need not file confidential material under seal if it obtains the written consent of the designating party to the unsealed filing.

19. The parties, their attorneys, and expert witnesses may retain copies of Protected Information through the end of this proceeding. All retained documents shall be subject to the recovery provisions set forth herein.

20. If Protected Information in the possession of a party to this action is subpoenaed or requested by any court, administrative agency, legislative body, or any other person not a party to this action that has the legal power to require production of information (“Outside Request”), the entity to whom the Outside Request is directed shall (i) immediately notify in writing the counsel for the designating or producing party, advising counsel of the response time for the Outside Request, and providing a copy of the Request, and (ii) notify the requesting court, person, or entity of the existence of this Protective Order and that the information demanded has been identified as Protected Information pursuant to this Protective Order. The responsibility for attempting to prevent the disclosure or production of such Protected Information shall rest with the party who designated the information as Protected Information, and it shall respond within the time designated in the Outside Request. However, the party receiving the Outside Request shall not produce the Protected Information for ten (10) business days after the other parties’ receipt of written notice of the PD.5224951.1

Outside Request, unless the other parties provide written notice that the other parties waive the protections of this Order with respect to the Outside Request. A party's voluntary compliance with an Outside Request for that party's Protected Information shall not be construed as a waiver of the provisions of this Protective Order.

21. Nothing in this Order shall bar or otherwise restrict any attorney in this proceeding from rendering advice to his client with respect to litigation and, in the course thereof, referring to or relying upon his/her examination of Protected Information.

22. Non-parties providing information may designate such information as Protected Information in accordance with this Protective Order. The Protected Information designations contained thereon, if any, shall have the same force and effect as if those designations were pursuant to the terms of this Protective Order. The provisions of this Protective Order relating to the challenge of the assertion of Protected Information shall apply to information provided by non-parties that is designated as Protected Information.

23. Notwithstanding the foregoing, all documents produced by any non party, either voluntarily or pursuant to a subpoena, shall be deemed "PROTECTED" subject to the provisions of this agreement.

RAISING CHALLENGES

24. This Protective Order shall be without prejudice to the right of the parties to request additional or differing protection.

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25. With the exception of documents produced in native format, the party designating information as Protected Information shall identify the information as such with a further designation of why the information should be so designated.

26. If a dispute arises as to whether certain information should be designated as Protected Information under this Protective Order, prior to bringing any such question before the Court, the parties shall try first to dispose of such dispute by meeting and conferring, in person or otherwise, in good faith on an informal basis, absent an agreement. With the exception of documents produced in native format, the burden shall rest on the designating party to establish with the Court that the information sought should be designated as Protected Information.

27. Without waiver of the foregoing and with the exception of documents produced in native format, any party may bring before the Court at any appropriate time the question of:

- (i) whether any particular information is or is not appropriately designated as Protected Information;
- (ii) the need to be relieved of any obligation contained in this Order;
- (iii) a modification or withdrawal of this Order;
- (iv) any other action affecting discovery, the use of documents or information, or this Order.

28. All issues of discovery, the use of documents and information (including Protected Information), and regarding this Protective Order, its terms or construction,

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compliance therewith, or enforcement thereof, shall be brought before and decided by this Court.

29. If the designating party, upon receipt of a signed Acknowledgment in the form of Exhibit "A" that has been executed by any person or entity specified in Paragraphs 14(A)(vi) or 14(B)(v), objects to the disclosure of Protected Information to the proposed recipient, the designating party shall provide written notice of the objection to the receiving party within seven (7) days of receipt, and no Protected Information shall be provided to the proposed recipient until this Court resolves the objection.

INADVERTENT OR UNINTENTIONAL DISCLOSURE

30. An inadvertent or unintentional disclosure of Protected Information will not be construed as a waiver, in whole or in part, of (i) any party's claims of Protected Information either as to the specific information inadvertently or unintentionally disclosed or as to any other Protected Information disclosed prior to or after that date, or (ii) any party's right to designate said material as Protected Information pursuant to this Protective Order. This Protective Order does not in any way deprive any party of its right to contest another party's claims to protection for Protected Information. The other party shall not be in violation of this Protective Order with respect to disclosures to other persons made by the other party prior to the designation of that information as Protected Information pursuant to this Protective Order.

31. Should any documents, testimony, or information designated as Protected Information be disclosed, inadvertently or otherwise, to any person or party not authorized
PD.5224951.1

under this Protective Order, then the party responsible for the disclosure shall use its best efforts to (i) promptly retrieve the disclosed documents, testimony, or information from such unauthorized person or party; (ii) promptly inform such person or party of all the provisions of this Protective Order; (iii) request such person or party sign the Acknowledgment attached as Exhibit "A"; and (iv) deliver a copy of the signed Acknowledgment to counsel for the designating party. Nothing in this paragraph shall limit the right of the party that designated the Protected Information to seek any appropriate sanction or remedy against the party that inadvertently or otherwise disclosed the Protected Information to a person or party not authorized under this Protective Order.

32. Privileged material that is inadvertently or unintentionally produced shall be returned to the producing party either upon request or promptly upon discovery of the inadvertent or unintentional disclosure, whichever occurs first. As the inadvertent or unintentional production of alleged privileged information shall not be construed or argued to be a waiver of the privilege, neither shall its return be construed as an admission that a privilege exists. This provision shall not be deemed a waiver of the right of any party to challenge a claim of privilege.

RELEASE AND DESTRUCTION OF PROTECTED INFORMATION

33. The Protective Order shall survive the final termination of this action and shall remain in effect after the conclusion of this litigation. Within ninety (90) days after the conclusion of this proceeding (including any appeal from any awards or judgments), and subject to further order of the Court or written stipulation of the parties, upon written request PD.5224951.1

each party shall either (i) return all Protected Information to the party that designated the information and Protected Information or (ii) destroy all documents, exhibits, deposition transcripts, and all copies and summaries, or their pertinent parts that contain Protected Information. The destruction of materials as specified in items (i) and (ii) above includes pertinent portions of all notes, memoranda, summaries, or other documents (excluding pleadings, attorney notes, and work product) in the possession, custody, or control of any party or any entity or other person who had access to such Protected Information, including each party's attorneys, witnesses and experts. **Protected Information filed with the Court under seal as an exhibit shall be disposed of as provided by Local Rule 79.3.**

MISCELLANEOUS PROVISIONS

34. This Protective Order may only be modified (a) by a written agreement signed by all interested parties, or (b) by subsequent order of the Court.

35. Nothing herein shall be deemed a waiver of any right of the parties hereto under state and federal law, or the doctrines of attorney-client privilege, or attorney work product, or other protective doctrine.

Baton Rouge, Louisiana, June 23, 2011.


STEPHEN C. RIEDLINGER
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

**ACKNOWLEDGMENT OF CONFIDENTIAL MATERIAL AND AGREEMENT TO
BE BOUND BY THE TERMS OF THE PROTECTIVE ORDER**

I, _____ declare as follow:

1. I have read the Protective Order issued in this proceeding and agree to be bound by its terms
2. I understand that authorized disclosure or use of documents and information designated as "PROTECTED" or "FOR ATTORNEY'S EYES ONLY" will breach this agreement and may subject me to sanctions, among other things.
3. I submit to the jurisdiction of the United States District Court for the Middle District of Louisiana, for resolution of any and all disputes regarding the Protective Order, including its interpretation, meaning and construction; disputes regarding or arising from documents and information provided pursuant to or subject to the Protective Order; and, allegations of breach or noncompliance with the Protective Order. I further agree to accept service by mail of any pleading or notice pertaining to this Protective Order, including without limitation its meaning, and specifically including any motion for sanctions.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Declarant

Street Address (no post office box)

City, State, Zip

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CERTIFICATE OF SERVICE

The undersigned hereby certifies as follows:

I am employed at Dunlap & Soderland, PS, attorneys of record for Defendants Domino's Pizza, Inc. and Domino's Pizza, LLC.

On January 9, 2012, I caused a true and correct copy of the foregoing document to be delivered to the following via email:

Counsel for Plaintiff:

Rob Williamson
Kim Williams
Williamson & Williams
17253 Agate Street N.E.
Bainbridge Island, WA 98110
robin@williamslaw.com
kim@williamslaw.com

Counsel for Four Our Families, Inc:

Nelson Fraley
Nicole Brown
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nbrown@fjr-law.com

Counsel for Call-Em-All, LLC:

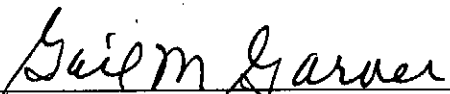
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Kelly Corr
Christina Dimock
Corr Cronin Michelson Baumgardner & Preece, LLP
1001 Fourth Avenue, #3900
Seattle, WA 98154
kcorr@corrchronin.com
cdimock@corrchronin.com

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED at Seattle, Washington this 9 day of January, 2012.



Gail M. Garner

CERTIFICATE OF SERVICE - 2

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