

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 05 C 5445
v.)	
)	Judge Gottschall
)	
BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC)	
)	Magistrate Judge Keys
)	
Defendant.)	
)	

AGREED PROTECTIVE ORDER

In order to preserve and maintain the confidentiality of certain documents and information to be produced in this litigation, Bridgestone Firestone North American Tire, LLC ("BFNT") and the Equal Employment Opportunity Commission ("EEOC"), pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, have hereby agreed and stipulated as follows:

Definitions

- 1) The term "Confidential Information" is defined as any of the following types of information:
- a. specific wage, financial or tax information;
 - b. social security numbers;
 - c. unlisted home address and telephone numbers;
 - d. physical and mental health information;
 - e. trade secrets as defined by the Illinois Trade Secrets Act;
 - f. performance evaluations and records of discipline;
 - g. employee complaints, reports, or claims maintained as confidential by BFNT and related confidential investigatory materials;

- h. proprietary business distribution processes or procedures that have been maintained as confidential by BFNT; and/or
- i. non-public documents comprising or relating to BFNT's affirmative action plans.

2) The term "Confidential Document" refers to a document that contains any of the above types of information defined as "Confidential Information."

3) The term "Class Members" refers to those individuals identified by the EEOC in its Response to Defendant's First Set of Interrogatories, Response to Interrogatory No. 2, as amended or supplemented.

4) As used herein, "disclosure" or "to disclose" shall mean to divulge, reveal, describe, summarize, paraphrase, quote, transmit, or otherwise communicate Confidential Information.

Restriction on Use of Confidential Information

5) During the pendency of this litigation, Confidential Information shall be retained solely in the custody of the parties' attorneys and shall not be placed in the possession of or disclosed to any other person, except as set forth in paragraph 6 below, as otherwise agreed upon by the parties, or upon leave of Court. Confidential Information shall be utilized only for the purpose of this litigation.

6) Confidential Information protected by this Order shall not be disclosed in any manner, directly or indirectly, to any persons except as follows:

- a. Confidential Information may be used by the parties, their attorneys, and clerks, paralegals, secretaries and other support staff in the employ of such parties or attorneys solely for the purpose of this litigation;
- b. Individuals may review their own records;
- c. Individuals may review Confidential Information which they prepared or which has been distributed to them in the normal course of business;

- d. Confidential Information may be used in all pretrial discovery proceedings, such as depositions, and may be filed in Court, such as in support of or in opposition to a summary judgment motion or other motions, without limitations other than those set forth in paragraph 7 or by order of the Court;
- e. Confidential Information may be reviewed by an expert witness or consultant expressly employed or retained by counsel or a party to this litigation to whom it is necessary to disclose Confidential Information for the purpose of prosecuting or defending this litigation, if the party provides and explains this protective order to the expert witness or consultant and the expert witness or consultant signs an acknowledgement that he or she has read and understood this protective order, agrees to be bound by its terms, and further agrees not to disclose Confidential Information;
- f. Confidential Information may be used for motions, at trial, and on appeal of this case, without limitations other than those set forth in paragraph 7 or by order of the Court.
- g. Class Members may review any Confidential Information that BFNT uses or refers to in a motion, proposes to use as an exhibit at trial, or uses at a settlement conference, however, Class Members may not retain copies of documents containing Confidential Information;
- h. A Class Member may view personnel records of other BFNT employees who either held the same position as the Class Member or held a position to which the Class Member applied for a promotion, with the exception of medical or benefits information, if the EEOC provides and explains this protective order to the Class Member and the Class Member signs an acknowledgement that he or she has read and understood this protective order, agrees to be bound by its terms, and further agrees not to disclose Confidential Information, however, Class Members may not retain copies of documents containing Confidential Information; and
- i. Confidential Information may be disclosed to a court reporter during the course of a deposition.

7) Only documents containing the following types of Confidential Information should be filed with the Court under seal: social security numbers; physical and mental health information; names of employees, other than Class Members, in complaints, reports, or claims that were raised by non-Class Members and are maintained as confidential by BFNT and/or related confidential investigatory materials; proprietary business distribution processes or

procedures that have been maintained as confidential by BFNT; non-public documents comprising or relating to BFNT's affirmative action plans; and trade secrets as defined by the Illinois Trade Secrets Act. However, such documents can be filed under normal Court procedures if the Confidential Information listed in paragraph 7 has been redacted or otherwise removed from the document.

8) A document or portion of a document that a party determines in good faith to contain Confidential Information as defined in paragraph 1 may be designated as Confidential by (1) stamping the word "CONFIDENTIAL" on the document, (2) otherwise indicating that it contains Confidential Information, (3) employing other means provided by this order, or (4) using any other reasonable method agreed upon by the parties.

9) A party may, on the record of a deposition or by written notice to opposing counsel not later than thirty (30) days after receipt of the deposition transcript, designate any portion(s) of the deposition as confidential if the party determines in good faith that the designated portion(s) contain(s) Confidential Information as defined in paragraph 1. Until expiration of the above thirty (30) day period, all deposition transcripts will be deemed "Confidential Documents" under this Protective Order and information therein will be deemed "Confidential Information" under this Protective Order unless otherwise agreed to in writing by the parties.

10) Nothing shall prevent disclosure of Confidential Information beyond the terms of this Order if all parties consent to such disclosure, or if the Court, after notice to all affected parties, permits such disclosure.

11) If any party wishes to disclose any Confidential Information beyond the terms of paragraphs 6 or 7 of this Order, that party shall provide all other parties with reasonable notice in

writing of its request to disclose the materials. If the parties cannot resolve their disagreement with respect to the disclosure of any Confidential Information or Confidential Documents, then a party may petition the Court for a determination of these issues. Such Confidential Information or Confidential Documents shall remain confidential as stipulated by this order until the Court rules on the party's specific petition.

Miscellaneous

12) This Order does not limit the right of any party to object to the scope of discovery in this case.

13) This Order does not constitute a determination of the admissibility or evidentiary foundation for any documents or a waiver of any party's objections thereto.

14) Upon the final completion of the litigation (including any appeals) the parties shall return to each other or destroy all copies of Confidential Documents. If the documents are destroyed, the EEOC's counsel and/or BFNT's counsel shall certify in writing that the destruction has taken place. The obligations to maintain the confidentiality of Confidential Information shall continue after the completion of this case.

15) Either party or an interested member of the public may challenge the sealed filing of particular documents pursuant to this protective order.

16) Either party may request that additional documents be subject to this order upon application to the Court.


17) Both parties submit to the jurisdiction of this Court regarding any disputes or breaches that may arise under this order.

AGREED:



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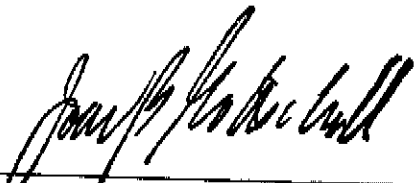
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ENTERED:



United States District Court Judge Joan B. Gottschall

Date:

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