

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

**MULLINAX FORD NORTH CANTON,
INC. d/b/a MULLINAX FORD NORTH
CANTON.,**

Defendant.

CASE NO.: 5:06cv1972

JUDGE JOHN R. ADAMS

**JOINT STIPULATED PROTECTIVE
ORDER**

Plaintiff United States Equal Employment Opportunity Commission (“Plaintiff”) and Defendant Mullinax Ford North Canton, Inc. d/b/a Mullinax Ford North Canton (“Defendant”) (collectively, the “Parties”) desire to facilitate discovery in this matter while preserving the confidentiality of the certain confidential and/or proprietary information as defined herein and, therefore, request that the Court adopt this Joint Stipulated Protective Order. Pursuant to Rule 26 and Rule 29 of the Federal Rules of Civil Procedure, it is, therefore, agreed by and between Plaintiff and Defendant, and hereby ORDERED, ADJUDGED, and DECREED, by this Court, that:

1. This Joint Stipulated Protective Order (the “Order”) governs the handling of all documents, testimony and other information, including all copies, excerpts and summaries thereof, defined below as “Confidential Material,” and produced, given or filed during discovery and other proceedings in this action.

2. The following documents and information produced by Defendant in this lawsuit shall be Confidential Material subject to this Order and shall not be used except in connection with the trial or preparation for trial of this case as authorized by this Order:

(a) any personnel documents and information relating to existing employees or former employees of Defendant, including, but not limited to, information contained in their personnel files and payroll information; (b) any documents and information pertaining to Defendants' customers, vendors, or suppliers; (c) any documents pertaining to Defendant's prices; and (d) any documents and information that Defendant believes in good faith contain sensitive information such as commercial, financial, or proprietary business information relating to Defendant's business.

3. All Confidential Material produced by Defendant may be inspected only by Plaintiff, counsel of record for Plaintiff, the representatives, paralegals and clerical employees of Plaintiff's counsel, designated persons retained by Plaintiff to furnish expert services or advice or to give expert testimony in this action, Plaintiff's charging witness, Avery Williams ("Williams"), any other individual on whose behalf Plaintiff is prosecuting this action, and deposition witnesses produced pursuant to notice, subpoena, or by agreement of counsel. Notwithstanding the foregoing, Plaintiff, designated persons retained by Plaintiff to furnish expert services or advice or to give expert testimony in this action, Williams, any other individual on whose behalf Plaintiff is prosecuting this action and deposition witnesses shall not inspect or review any Confidential Material unless and until they have signed the attached Statement prior to reviewing the Confidential Material. Any additional disclosure of Confidential Material shall take place only pursuant to agreement of counsel, or, absent agreement, pursuant to an order of this Court upon motion duly made. Nothing herein shall preclude or prevent Defendant from using its own Confidential Material for any purpose in any fashion.

4. Confidential Material shall be designated as follows:

(a) With regard to documents, the designation shall be made by placing the legend "Confidential" on the pages of any such document prior to the production of the document(s).

(b) With regard to deposition transcripts and any document used during a deposition including, but not limited to, any document marked as an exhibit during a deposition, the designation can be made by Defendant, no later than 15 business days after receipt of the deposition transcript or the entry of this Order, whichever is later, by providing written notice to Plaintiff's counsel that all or any portion of the deposition transcript, including any exhibit thereto, be designated as "Confidential Material" under the terms of this Order. Prior to the expiration of this 15-day period, all transcripts and the information contained therein, in whatever form, shall be deemed to be "Confidential Material" under the terms of this Order. All copies of deposition transcripts that contain Confidential Material shall be prominently marked "Confidential" on the cover thereof.

5. Plaintiff shall not be obligated to challenge the propriety of a designation of information as Confidential Material by Defendant under this Order at the time made, and failure to do so shall not preclude a subsequent challenge thereto. If Plaintiff disagrees at any stage of the proceedings with such a designation, Plaintiff shall provide to Defendant written notice of its disagreement. The Parties shall first try to dispose of such dispute in good faith on an informal basis. If an agreement cannot be reached regarding the dispute, then Plaintiff must request, in writing, that the challenged material designated as Confidential Material be released from the requirements of this Order. Defendant must thereafter move the Court for a ruling on the continued application of this Order to such Confidential Material within 14 days from Defendant's counsel's receipt of the written request that certain materials designated as Confidential Material be released from the requirements of this Order, or such longer time as the Parties may agree to in writing. If Defendant does not move the Court for a ruling during this time period, then the documents or materials covered by the written demand shall not be deemed Confidential Material under this Order. If such motion is made, this Order will continue to apply to such Confidential Material until the Court rules on the Motion, at which time the Court's

ruling will control. Defendant shall have the burden of demonstrating that the information has been properly designated as protected.

6. The termination of proceedings in this action shall not relieve any person to whom Confidential Material has been disclosed from the obligations of this Order, unless the Court orders otherwise. Within 30 days after the entry of the final award or judgment in this litigation, including appeals or petitions for review, Plaintiff's counsel shall return all copies of Confidential Material received hereunder to Defendant's counsel. With respect to any notes, summaries, digests and synopses of Confidential Material prepared by Plaintiff's counsel, such materials need not be returned to Defendant in accordance with this provision, but the same shall be subject to this Order both during the pendency of this litigation and after a final award or judgment entered herein.

7. In the event that any Confidential Material is used in any Court proceeding herein, it shall not lose its confidential status through such use, and Plaintiff shall take such steps reasonably required to protect its confidentiality during such use. All documents encompassed by the terms of this Order shall be submitted to the Court's chambers under seal, and any and all references to such documents in any motion or memoranda shall identify the documents as presented under seal.

8. Nothing herein shall preclude either party from seeking and obtaining, upon an appropriate showing, additional protection with respect to the confidentiality of documents or other discovery material.

9. Nothing contained herein shall prejudice the right of either party to object to the admissibility of the Confidential Material subject to this Order or any reason permissible under applicable law. Plaintiff does not waive any privilege or objection which it may have regarding these Confidential Materials in agreeing to this Order. Defendant similarly does not waive any privilege or objection which it may have regarding these Confidential Materials in agreeing to this Order.

10. Plaintiff and Defendant, by agreeing to this Order, are not waiving any rights they may have to obtain information or materials, in whatever form, through the discovery rules as embodied in the Federal Rules of Civil Procedure.

11. The terms of this Order shall continue unless and until modified and/or terminated by further order of this Court or agreement of the parties.

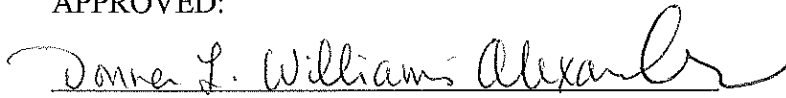
September 20, 2007

s/ John R. Adams

Judge John R. Adams

UNITED STATES DISTRICT COURT

APPROVED:



Donna L. Williams-Alexander (#0037838)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Cleveland Field Office

Anthony J. Celebrezze Office Building

1240 East Ninth Street, Suite 3001

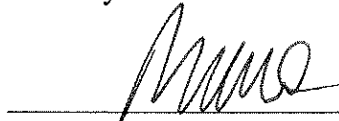
Cleveland, OH 44199

Telephone: (216) 522-7454

Facsimile: (216) 522-7430

E-mail: Donna.williams-alexander@eoc.gov

Attorney for Plaintiff



Robert E. Dezort (#0059688)

Robert C. Pivonka (#0067311)

MILLISOR & NOBIL Co., L.P.A.

9150 South Hills Boulevard, Suite 300

Cleveland, OH 44147-3599

Telephone: (440) 838-8800

Facsimile: (440) 838-8805

E-mail: rdezort@millisor.com

rpivonka@millisor.com

Attorneys for Defendant

STATEMENT OF PERSON TO WHOM ACCESS HAS BEEN
GIVEN TO REVIEW CONFIDENTIAL INFORMATION

The undersigned states that ~~she~~ he has read the Protective Order in the case of *Equal Employment Opportunity Commission v. Mullinax Ford North Canton, Inc. d/b/a Mullinax Ford North Canton*, United States District Court for the Northern District of Ohio, Case No. 5:06cv1972 ("Protective Order"), and that in return for the right to have access to the Confidential Materials in that case as defined in paragraph 1 of the Protective Order, acknowledges that he or she has been provided with, has reviewed and understands the Protective Order, that he or she agrees to comply with the terms of the Protective Order, and that he or she submits to the personal jurisdiction of the United States District Court for the Northern District of Ohio for the purpose of enforcement of the Protective Order.

By: Donna Williams Alexander

Name: Donna L. Williams-Alexander
(Type or Print Name)

Date: 8-9-07