

1 PAUL M. GLEASON State Bar No.: 155569  
 RICHARD Y. CHEN State Bar No.: 225392  
 2 JANET S. YAVROUIAN State Bar No.: 252602  
 GLEASON & FAVAROTE, LLP  
 3 835 Wilshire Blvd., Suite 200  
 Los Angeles, California 90017  
 4 Telephone: (213) 452-0510  
 Facsimile: (213) 452-0514  
 5 pgleason@gleasonfavavrote.com  
 rchen@gleasonfavarote.com  
 6 jyavrouian@gleasonfavavrote.com

7 Attorneys for Defendant  
 VEOLIA TRANSPORTATION SERVICES, INC.

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9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

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12 CARL MCNUTT, BRUCE DEARY,  
 13 JAMES GLENN DUNLAP, and SHERI  
 OSORIO, an individual,

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15 Plaintiff,

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vs.

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18 VEOLIA TRANSPORTATION  
 SERVICES, INC., a Maryland  
 19 Corporation; and DOES 1 through 200,  
 inclusive,

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21 Defendants.

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} Case No.: SACV09-01200 AG(RNBx)

**REVISED STIPULATION AND  
 PROTECTIVE ORDER**

Action Filed: September 15, 2009  
 Trial: January 18, 2011

1 **TO PLAINTIFFS CARL MCNUTT, BRUCE DEARY, JAMES GLENN**  
2 **DUNLAP, SHERI OSORIO AND THEIR ATTORNEYS OF RECORD:**

3 **IT IS HEREBY STIPULATED** by and between plaintiffs CARL MCNUTT,  
4 BRUCE DEARY, JAMES GLENN DUNLAP AND SHERI OSORIO’S (hereinafter  
5 collectively referred to as “Plaintiffs”) and defendant VEOLIA  
6 TRANSPORTATION SERVICES, INC. (“Defendant”), through their undersigned  
7 counsel of record, with respect to the exchange of certain documents between the  
8 parties in connection with this action, as follows:

9 1. In the course of this action, the parties have requested, and will request,  
10 each other to produce certain documents. The party producing documents in  
11 response to a request may contend that certain documents produced, or to be  
12 produced, constitute, either in whole or in part, privacy-protected, confidential and/or  
13 proprietary documents, the contents of which, if disclosed, could cause irreparable  
14 harm (“Confidential Documents”).

15 2. In order to facilitate the exchange of said Confidential Documents, the  
16 parties desire to provide for a Protective Order permitting the use, copying, and  
17 disclosure of the Confidential Documents. Nothing herein is to be construed as an  
18 admission that any of the Confidential Documents exchanged constitute admissible  
19 evidence or actually contain privacy-protected, confidential and/or proprietary  
20 information the disclosure of which could cause irreparable harm to a party.

21 3. In response to a discovery request, any party may, in good faith,  
22 designate any document produced by or to the other party as a Confidential  
23 Document. Each party shall review each document designated and take care to limit  
24 any such designation to specific material that qualifies for protection and shall not  
25 engage in mass-designation.

26 4. Any Confidential Document hereafter supplied in written or  
27 documentary form shall promptly be labeled “Confidential” either directly on the  
28 document or on a separate cover sheet by the party claiming confidentiality. When

1 Confidential Documents, or information contained in them, are incorporated into a  
2 deposition transcript, arrangements shall be made with the reporter by the party  
3 claiming confidentiality to label the confidential portions of the transcript  
4 “Confidential” subject to stipulation by all counsel. Unless otherwise ordered by  
5 the Court, said documents will be deemed Confidential Documents.

6 5. Neither the Confidential Documents nor any of the information  
7 contained in the Confidential Documents shall be disclosed to any person except:

- 8 (a) the parties and their respective counsel of record;
- 9 (b) other persons employed, consulted or retained by the parties or  
10 their respective counsel of record;
- 11 (c) deponents at their depositions;
- 12 (d) court reporters; and
- 13 (e) the Court or court personnel.

14 Disclosure may be made subject to the terms and conditions set forth in the  
15 Protective Order only. The parties’ respective counsel of record shall assure that the  
16 persons enumerated above, except those in Paragraph 4(e), shall strictly maintain the  
17 confidentiality of the Confidential Documents. Moreover, the parties specifically  
18 agree that the Confidential Documents shall not be used or disclosed by the parties or  
19 their counsel of record other than in connection with this litigation and shall not be  
20 used by the parties or their counsel of record in any other proceeding, except as  
21 compelled by legal process. If a document identical to a Confidential Document, or  
22 containing the same information as contained in the Confidential Document, is/was  
23 secured from a source other than a document production in this litigation, it is not  
24 rendered “confidential” by virtue of the Confidential Document in question having  
25 been labeled “confidential” and produced at a document production in this litigation.  
26 The burden of proving that a document identical to a Confidential Document, or has  
27 the same information as contained in a Confidential Document, was secured from a  
28 source other than a document production in this litigation shall be on the party

1 claiming that the document or information is subject to this Protective Order.

2 6. If the Confidential Material is to be included in any papers to be filed  
3 in Court, all Social Security or taxpayer-identification numbers; dates of birth; names  
4 of minor children; and financial account numbers shall be redacted in compliance  
5 with Fed. R. Civ. P. 5.2 or Fed. R. Crim. P. 49.1 in order to protect the privacy rights  
6 of the individual to whom the confidential information pertains. In accordance with  
7 Local Rule 79-5.1, if any papers to be filed with the Court contain information  
8 and/or documents that have been designated as “Confidential,” the proposed filing  
9 shall be accompanied by an application to file the papers or the portion thereof  
10 containing the designated information or documents (if such portion is segregable)  
11 and if appropriate, the application itself under seal; and the application shall be  
12 directed to the judge to whom the papers are directed. For motions, the parties shall  
13 publicly file a redacted version of the motion and supported papers.

14 7. Upon final determination of this litigation, any party that has received  
15 from the other party Confidential Documents shall promptly destroy the Confidential  
16 Documents (including all copies) and notify the producing party thereof.

17 8. Neither this Protective Order, nor any action taken by any attorney  
18 pursuant to this Protective Order, shall be deemed to have the effect of any  
19 admission or waiver by any party hereto or of altering the confidentiality of the  
20 Confidential Documents.

21 9. The court reporter or any other person preparing either full deposition  
22 transcripts or portions of deposition transcripts in which Confidential Documents are  
23 marked as exhibits shall be instructed not to furnish copies of the Confidential  
24 Documents to any person not authorized under the terms of this Protective Order to  
25 have access to Confidential Documents.

26 10. This Protective Order shall be without prejudice to the right of the  
27 parties to bring before the Court at any time the question of whether any particular  
28 document or information is confidential, relevant and/or protected by a right of

1 privacy or whether its use should be restricted. Any motion challenging a  
2 “Confidential” designation will need to be made in strict compliance with Local  
3 Rules 37-1 and 37-2 (including the Joint Stipulation requirement).

4 11. The burden of proving that a document is a Confidential Document  
5 entitled to protection under this Protective Order shall be on the party claiming the  
6 document is a Confidential Document entitled to protection.

7 12. Nothing in this Order shall be construed as authorizing a party to  
8 disobey a lawful subpoena issued in another action.

9 Dated: August 27, 2010

GLEASON & FAVAROTE, LLP  
PAUL M. GLEASON  
RICHARD Y. CHEN  
JANET S. YAVROUIAN

12 /s/ Janet S. Yavrouian  
13 By: \_\_\_\_\_  
14 JANET S. YAVROUIAN  
15 Attorneys for Defendant  
16 VEOLIA TRANSPORTATION  
17 SERVICES, INC.

17 Dated: August 27, 2010

DONAHOO & ASSOCIATES  
RICHARD E. DONAHOO  
SARAH L. KOKONAS

19 /s/ Richard E. Donahoo  
20 (AS AUTHORIZED ON 8/25/10)  
21 By: \_\_\_\_\_  
22 RICHARD E. DONAHOO  
23 Attorney for Plaintiffs CARL MCNUTT,  
24 BRUCE DEARY, JAMES GLENN  
25 DUNLAP AND SHERI OSORIO

**ORDER**

24 **GOOD CAUSE APPEARING**, the Protective Order regarding the disclosure  
25 of privacy-protected, confidential and/or proprietary information by the parties is  
26 approved.

**IT IS SO ORDERED.**

27 Dated: August 26, 2010

ROBERT N. BLOCK  
\_\_\_\_\_  
HONORABLE ROBERT N. BLOCK

