

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

EXXONMOBIL OIL CORPORATION,

Plaintiff,

v.

NICOLETTI OIL, INC. *et al.*,

Defendants.

No. 1:09-cv-01498-AWI-SAB

**ORDER CLARIFYING QUASHING
OF DEPOSITION SUBPOENA**

On July 21, 2014, this Court granted a motion to quash a deposition subpoena issued by Nicoletti Oil, Inc. (“Nicoletti”). In granting Plaintiff ExxonMobil Oil Corporation’s (“ExxonMobil”) motion to quash this Court relied on ExxonMobil’s implicit representation that no agreement existed between the parties regarding the waiver of witness fees and mileage.

After the issuance of the Court’s order granting the motion to quash, Nicoletti filed an opposition to ExxonMobil’s motion to quash. Nicoletti has alleged that a waiver of fees and mileage existed between the parties. The Court was not and is still not aware of what agreement the parties had or have regarding the waiver of witness fees and mileage. However, the Court now clarifies that regardless of the scope of the parties’ wavier of fees and mileage, the quashing of Nicoletti’s subpoena was without prejudice and - to the extent that it was at all unclear – was without regard for the timeliness of the Nicoletti subpoena. The Court encourages the parties to

1 take whatever steps necessary to resolve this issue without the need for further court intervention
2 or further delay. If additional Court intervention is necessary, the Court will take the matter up
3 on the date scheduled for the resumption of the bench trial.

4
5 IT IS SO ORDERED.

6 Dated: July 22, 2014


7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SENIOR DISTRICT JUDGE