

1 Elizabeth V. McNulty (Bar No. 192455)  
2 [emcnulty@talawfirm.com](mailto:emcnulty@talawfirm.com)  
3 Christine Diaz Reynolds (Bar No. 265566)  
4 [creynolds@talawfirm.com](mailto:creynolds@talawfirm.com)  
5 TAYLOR | ANDERSON LLP  
6 19100 Von Karman Avenue, Suite 820  
7 Irvine, California 92612  
8 Tel. No.: (949) 390-6500  
9 Fax No.: (949) 390-6510

10 Attorneys for Defendant  
11 McNEILUS TRUCK AND MANUFACTURING, INC.

12 UNITED STATES DISTRICT COURT  
13 EASTERN DISTRICT OF CALIFORNIA

14 KENNETH MEDLEY,  
15 Plaintiff,  
16 v.  
17 McNEILUS TRUCK AND  
18 MANUFACTURING, INC., and  
19 DOES ONE through ONE HUNDRED,  
20 Defendants.

Case No. 2:15-cv-02453-TLN-CKD

**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. Troy L. Nunley  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

1 type or work, or apparatus, or to the production, sales, shipments, purchases,  
2 transfers, identification of customers, inventories, amount or source of any income,  
3 profits, losses, or expenditures of any persons, firm, partnership, corporation, or  
4 other organization, the disclosure of which information may have the effect of  
5 causing harm to the competitive position of the person, firm, partnership,  
6 corporation, or to the organization from which the information was obtained.

7 2) By designating a document, thing, material, testimony or other  
8 information derived therefrom as “confidential,” under the terms of this order, the  
9 party making the designation is certifying to the Court that there is a good faith  
10 basis both in law and in fact for the designation within the meaning of Federal  
11 Rule of Civil Procedure 26(g).

12 3) Confidential documents shall be so designated by stamping copies of  
13 the document produced to a party with the legend “CONFIDENTIAL.” Stamping  
14 the legend “CONFIDENTIAL” on the cover of any multipage document shall  
15 designate all pages of the document as confidential, unless otherwise indicated by  
16 the producing party. The “CONFIDENTIAL” legend shall not obstruct any text or  
17 image in the documents so designated.

18 4) Testimony taken at a deposition, conference, hearing or trial may be  
19 designated as confidential by making a statement to that effect on the record at the  
20 deposition or other proceeding. Arrangements shall be made with the court  
21 reporter taking and transcribing such proceeding to separately bind such portions  
22 of the transcript containing information designated as confidential, and to label  
23 such portions appropriately.

24 5) Material designated as confidential under this Order, the information  
25 contained therein, and any summaries, copies, abstracts, or other documents  
26 derived in whole or in part from material designated as confidential (hereinafter  
27 “Confidential Material”) shall be used only for the purpose of the prosecution,  
28 defense, or settlement of this action, and for no other purpose.

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

6) Confidential Material produced pursuant to this Order may be disclosed or made available only to the Court, to counsel for a party (including the paralegal, clerical, and secretarial staff employed by such counsel), and to the “qualified persons” designated below:

- a) a party, or an officer, director, or employee of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement of this action;
- b) experts or consultants (together with their clerical staff) retained by such counsel to assist in the prosecution, defense, or settlement of this action;
- c) court reporter(s) employed in this action;
- d) a witness at any deposition or other proceeding in this action;
- e) any other person as to whom the parties in writing agree.

7) Prior to receiving any Confidential Material, each “qualified person” shall be provided with a copy of this Order and shall execute a nondisclosure agreement in the form of Attachment A, a copy of which shall be provided forthwith to counsel for each other party. With respect to retained experts, they shall likewise execute Attachment A, but all copies of the Attachment A shall be retained by counsel for the party retaining the expert until the close of litigation, at which time they will be provided to each other party.

8) The parties may further designate certain discovery material or testimony of a highly confidential and/or proprietary nature as “CONFIDENTIAL—ATTORNEY’S EYES ONLY” (hereinafter “Attorney’s Eyes Only Material”), in the manner described in paragraphs 1 through 3 above. Attorney’s Eyes Only Material, and the information contained therein, shall be disclosed only to the Court, to counsel for the parties (including the paralegal, clerical, and secretarial staff employed by such counsel), and to the “qualified persons” listed in subparagraphs 6(a) through (e) above, but shall not be disclosed

1 to a party, or to an officer, director or employee of a party, unless otherwise agreed  
2 or ordered. If disclosure of Attorney's Eyes Only Material is made pursuant to this  
3 paragraph, all other provisions in this order with respect to confidentiality shall  
4 also apply.

5 9) In the event that a challenge is Made to a CONFIDENTIAL  
6 Designation, the following timing and procedures shall apply:

7 9.1 Timing of Challenges. Any Party or Non-Party may challenge  
8 a designation of confidentiality at any time. Unless a prompt challenge to a  
9 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
10 substantial unfairness, unnecessary economic burdens, or a significant disruption  
11 or delay of the litigation, a Party does not waive its right to challenge a  
12 confidentiality designation by electing not to mount a challenge promptly after the  
13 original designation is disclosed.

14 9.2 Meet and Confer. The Challenging Party shall initiate the  
15 dispute resolution process by providing written notice of each designation it is  
16 challenging and describing the basis for each challenge. To avoid ambiguity as to  
17 whether a challenge has been made, the written notice must recite that the  
18 challenge to confidentiality is being made in accordance with this specific  
19 paragraph of the Protective Order. The parties shall attempt to resolve each  
20 challenge in good faith and must begin the process by conferring within 14 days of  
21 the date of service of notice. In conferring, the Challenging Party must explain the  
22 basis for its belief that the confidentiality designation was not proper and must give  
23 the Designating Party an opportunity to review the designated material, to  
24 reconsider the circumstances, and, if no change in designation is offered, to explain  
25 the basis for the chosen designation. A Challenging Party may proceed to the next  
26 stage of the challenge process only if it has engaged in this meet and confer  
27 process first or establishes that the Designating Party is unwilling to participate in  
28 the meet and confer process in a timely manner.

1           9.3    Judicial Intervention. If the Parties cannot resolve a challenge without  
2 court intervention, the Designating Party shall file and serve a motion to retain  
3 confidentiality under Local Rules of the United States District Court, Eastern  
4 District of California, Rule 230 (and in compliance with Local Rule 141, if  
5 applicable) within 21 days of the initial notice of challenge or within 14 days of the  
6 parties agreeing that the meet and confer process will not resolve their dispute,  
7 whichever is earlier. Each such motion must be accompanied by a competent  
8 declaration affirming that the movant has complied with the meet and confer  
9 requirements imposed in the preceding paragraph. Failure by the Designating Party  
10 to make such a motion including the required declaration within 21 days (or 14  
11 days, if applicable) shall automatically waive the confidentiality designation for  
12 each challenged designation. In addition, the Challenging Party may file a motion  
13 challenging a confidentiality designation at any time if there is good cause for  
14 doing so, including a challenge to the designation of a deposition transcript or any  
15 portions thereof. Any motion brought pursuant to this provision must be  
16 accompanied by a competent declaration affirming that the movant has complied  
17 with the meet and confer requirements imposed by the preceding paragraph. The  
18 burden of persuasion in any such challenge proceeding shall be on the Designating  
19 Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
20 harass or impose unnecessary expenses and burdens on other parties) may expose  
21 the Challenging Party to sanctions. Unless the Designating Party has waived the  
22 confidentiality designation by failing to file a motion to retain confidentiality as  
23 described above, all parties shall continue to afford the material in question the  
24 level of protection to which it is entitled under the Producing Party's designation  
25 until the court rules on the challenge.

26           10)   Nothing herein shall impose any restrictions on the use or disclosure  
27 by a party of material obtained by such party independent of discovery in this  
28 action, whether or not such material is also obtained through discovery in this

1 action, or from disclosing its own Confidential Material as it deems appropriate.

2 11) If Confidential Material, including any portion of a deposition  
3 transcript designated as Confidential or Attorney’s Eyes Only, is to be included in  
4 any papers to be filed in Court, the Party filing such papers shall first obtain a  
5 Court Order to file the Confidential Material under seal pursuant to Local Rules of  
6 the United States District Court, Eastern District of California, Rule 141. Any  
7 party filing such papers with the Court shall label the papers “Confidential—  
8 Subject to Court Order”. In the event that any Confidential Material is used in any  
9 court proceeding in this action, it shall not lose its confidential status through such  
10 use, and the party using such shall take all reasonable steps to maintain its  
11 confidentiality during such use.

12 12) This Order shall be without prejudice to the right of the parties (i) to  
13 bring before the Court at any time the question of whether any particular document  
14 or information is confidential or whether its use should be restricted or (ii) to  
15 present a motion to the Court under FRCP 26(c) for a separate protective order as  
16 to any particular document or information, including restrictions differing from  
17 those as specified herein. This Order shall not be deemed to prejudice the parties  
18 in any way in any future application for modification of this Order.

19 13) This Order is entered solely for the purpose of facilitating the  
20 exchange of documents and information between the parties to this action without  
21 involving the Court unnecessarily in the process. Nothing in this Order nor the  
22 production of any information or document under the terms of this Order nor any  
23 proceedings pursuant to this Order shall be deemed to have the effect of an  
24 admission or waiver by either party or of altering the confidentiality or non-  
25 confidentiality of any such document or information or altering any existing  
26 obligation of any party or the absence thereof.

27 14) This Order shall survive the final termination of this action, to the  
28 extent that the information contained in Confidential Material is not or does not

1 become known to the public, and the Court shall retain jurisdiction to resolve any  
2 dispute concerning the use of information disclosed hereunder. Upon termination  
3 of this case, counsel for the parties shall assemble and return to each other all  
4 documents, material and deposition transcripts designated as confidential and all  
5 copies of same, or shall certify the destruction thereof.

6

7 SO STIPULATED:

8

9 Dated: October 25, 2016

WALKUP, MELODIA, KELLY &  
SCHOENBERGER

10

11

/s/ Spencer Pahlke (as authorized on  
October 25, 2016)

12

13

Spencer Pahlke  
Attorney for Plaintiff  
KENNETH MEDLEY

14

15

16

17

18 Dated: October 25, 2016

TAYLOR | ANDERSON, LLP

19

20

/s/ Elizabeth V. McNulty

21

Elizabeth V. McNulty  
Christine Reynolds  
Attorneys for Defendant  
McNEILUS TRUCK AND  
MANUFACTURING, INC.

22

23

24

25

26

27

28

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

Dated: October 25, 2016

LENAHAN, LEE, SLATER  
& PEARSE, LLP

/s/ Adam Ambrozy (as authorized on  
October 25, 2016)

---

Adam Ambrozy  
Attorney for Plaintiff in Intervention  
USA WASTE MANAGEMENT, INC.



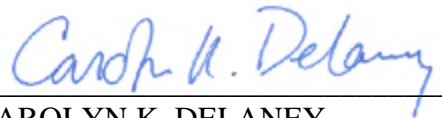
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulated Protective Order.

**IT IS SO ORDERED.**

Dated: November 1, 2016

  
\_\_\_\_\_  
CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE