

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

LEONARD C. SANDOVAL,

Plaintiff,

vs.

**CHAD E. OLDEHOEFT, LEONARD E.
OLDEHOEFT, MURPHY GROUP, INC.,
an Oklahoma Corporation; and
MURPHY INDUSTRIES, LLC,**

Defendants,

**NATIONAL RAILROAD PASSENGER
CORPORATION d/b/a AMTRAK,**

Plaintiff,

vs.

**CHAD E. OLDEHOEFT, LEONARD E.
OLDEHOEFT, DORIS HALL, MURPHY
GROUP, INC., an Oklahoma
Corporation; and MURPHY
INDUSTRIES, LLC,**

Defendants.

CIVIL ACTION No: 4:12-CV-3129

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**STIPULATED
PROTECTIVE ORDER**

THIS MATTER came on for consideration the Parties' stipulation for entry of a Protective Order to preserve the confidentiality of certain documents. Pursuant to Nebraska Rule of Discovery § 6-326(c), IT IS HEREBY ORDERED AS FOLLOWS:

I.

1. Whereas Defendants, Murphy Group, Inc., and Murphy Industries, LLC, will be producing engineering drawings and related documents related to their 117 switch

and their 518 switch, and Quality Procedure documents that outline the system for the control and distribution of documents related to the Quality Management System. Said documents are hereinafter collectively referred to as "Product Development Documents."

2. The parties agree that the Product Development Documents contain confidential and proprietary business information. The Product Development Documents, all information contained therein, and any summaries thereof shall be used solely for the purposes of the instant litigation and for no other purposes. Such information shall not be used in or for other cases, proceedings, disputes, or for any commercial, business, competitive, or other purposes whatsoever, unless expressly authorized by modification of this Order.

3. The Product Development Documents and any information contained therein shall not be revealed to any person or entity except for:

- a. the parties' counsel;
- b. the parties themselves and their officers, employees and agents, including insurers, who have a need to know for purposes of this litigation;
- c. paralegal and clerical staff;
- d. expert witnesses or consultants engaged by counsel for the parties to this action to assist in the prosecution of this action, who have agreed to be bound by the terms of this Order by executing the Nondisclosure Agreement attached as Exhibit "A"; and
- e. the Court and court personnel.

4. Counsel for all parties shall be responsible for preserving the confidentiality of the material subject to this Order by informing those to whom any disclosure is made

about the terms of this Order and prior to any disclosure to an expert witness or consultant, by obtaining an executed Nondisclosure Agreement as required by paragraph 3 (d).

5. If any person, group, entity, agency, or court subpoenas or orders the production or disclosure of the Product Development Documents or any information contained therein, then the attorney of record for the party to whom such subpoena or other court order has been directed shall within three (3) days give written notice to the other party and its counsel of record of the pendency of such subpoena or order prior to complying with it.

6. Nothing contained in this Order shall prejudice the right of any party at any time to contest the alleged relevancy, admissibility, legal effect or consequence of the Product Development Documents.

7. In the event that any party wishes to submit to the Court the Product Development Documents or any information contained therein the party shall notify all parties to the litigation prior to doing so. Before trial, counsel for the parties shall agree to the appropriate means to protect the confidentiality of the information that counsel desire to present at trial. If counsel cannot reach an agreement, they shall apply to the Court for resolution of the issue.

8. The Court shall impose appropriate sanctions upon any person or entity who grants access to the confidential information contrary to the terms of this Order. Sanctions may include but are not limited to: contempt, consequential damages, costs, attorney's fees (if permitted), and other appropriate relief.

9. Within thirty (30) days of the final termination of this proceeding counsel for

all each party hereto shall either destroy or return the Confidential Information produced and certify the same. Counsel for each party hereto will continue to maintain the confidentiality of the Information after the destruction or return of the Information and this Protective Order shall be binding at all time in the future.

10. Any waiver under this Order must be in writing or, if at a deposition or in Court, on the record. Any waiver, unless expressly made general, shall be deemed limited to the specified purposes of the request or proceeding involved, and shall not otherwise waive any of the protections provided by this Order.

II.

11. Whereas Plaintiff, National Railroad Passenger Corporation d/b/a Amtrak, will be producing its locomotive, Unit 14, digital video camera, recorder, and event recorder data regarding the August 1, 2011, irrigation accident that happened near Exeter, Nebraska. Said documents and items are hereinafter collectively referred to as "LDVR" and "ER."

12. The parties further agree that the LDVR and ER contain confidential information. The LDVR and ER are the sole and exclusive property of Amtrak and is considered sensitive, proprietary and privileged and subject to copyright protection. The LDVR and ER shall be used solely for the purposes of the instant litigation and for no other purposes. Such information shall not be used in or for other cases, proceedings, disputes, or for any commercial, business, or other purposes whatsoever, including that they shall not be disseminated to the Internet or any other media or electronic media unless expressly authorized by modification of this Order.

13. The LDVR and ER and any information contained therein shall not be

revealed to any person or entity except for:

- a. the parties' counsel;
- b. the parties themselves and their officers, employees and agents, including insurers, who have a need to know for purposes of this litigation;
- c. paralegal and clerical staff;
- d. expert witnesses or consultants engaged by counsel for the parties to this action to assist in the prosecution of this action, who have agreed to be bound by the terms of this Order by executing the Nondisclosure Agreement attached as Exhibit "A"; and
- e. the Court and court personnel.

14. Counsel for all parties shall be responsible for preserving the confidentiality of the LDVR and ER subject to this Order by informing those to whom any disclosure is made about the terms of this Order and prior to any disclosure to an expert witness or consultant, by obtaining an executed Nondisclosure Agreement as required by paragraph 12(d).

15. If any person, group, entity, agency, or court subpoenas or orders the production or disclosure of the LDVR and ER or any information contained therein, then the attorney of record for the party to whom such subpoena or other court order has been directed shall within three (3) days give written notice to the other party and its counsel of record of the pendency of such subpoena or order prior to complying with it.

16. Nothing contained in this Order shall prejudice the right of any party at any time to contest the alleged relevancy, admissibility, legal effect or consequence of the LDVR and ER.

17. In the event that any party wishes to submit to the Court the LDVR and ER or any information contained therein the party shall notify all parties to the litigation prior to doing so. Before trial, counsel for the parties shall agree to the appropriate means to protect the confidentiality of the information that counsel desire to present at trial. If counsel cannot reach an agreement, they shall apply to the Court for resolution of the issue.

18. The Court shall impose appropriate sanctions upon any person or entity who grants access to the confidential information contrary to the terms of this Order. Sanctions may include but are not limited to: contempt, consequential damages, costs, attorney's fees (if permitted), and other appropriate relief.

19. Within thirty (30) days of the final termination of this proceeding counsel for all each party hereto shall either destroy or return the LDVR and ER produced and certify the same. Counsel for each party hereto will continue to maintain the confidentiality of the Information after the destruction or return of the Information and this Protective Order shall be binding at all time in the future.

20. Any waiver under this Order must be in writing or, if at a deposition or in Court, on the record. Any waiver, unless expressly made general, shall be deemed limited to the specified purposes of the request or proceeding involved, and shall not otherwise waive any of the protections provided by this Order.

IT IS SO ORDERED with the consent of the parties, this 6th day of
September _____, 2013.

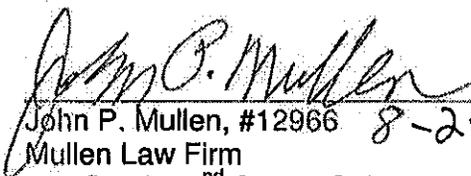
BY THE COURT:


United States Magistrate Judge

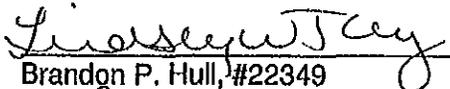
The foregoing Stipulated Protective Order was prepared and submitted by:

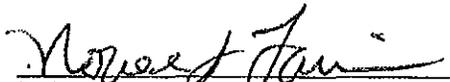
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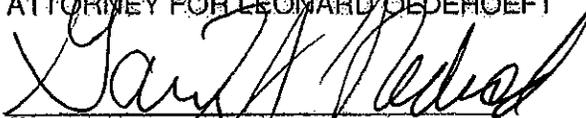
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NON-DISCLOSURE
AGREEMENT

I, _____, do hereby acknowledge that I have received and read a copy of the attached Stipulated Protective Order entered in the above-captioned matter, and I agree to be bound by the terms of the Order, and may be subject to the jurisdiction of this Court for enforcement of all terms of the Order and for judicial action for any violation of the Order.

