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KOLZEN HOSCHWAGER
CLERK OF THE DIST. COURT

IN THE TWENTY-SIXTH JUDICIAL DISTRICT
DISTRICT COURT, STEVENS COUNTY, KANSAS
CIVIL DEPARTMENT

OPAL LITTELL and CHERRY RIDER,)
co-trustee of the Opal Littell Family Trust,)
and BONNIE BEELMAN, individually)
and as representative plaintiffs on behalf)
of persons or concerns similarly situated,)
)
Plaintiffs,)
)
v.)
)
OXY USA INC.,)
)
Defendant.)

Case No. 98-CV-51

STIPULATED PROTECTIVE ORDER

On the stipulation of plaintiff, Opal Littell and Cherry Rider, co-trustee of the Opal Littell Family Trust ("Littell") and defendant, OXY USA Inc. ("OXY"), IT IS HEREBY ORDERED:

1. This Protective Order shall govern all documents and other discovery materials produced in response to any method of discovery conducted by plaintiff or defendant in this case under the Kansas Code of Civil Procedure, Kan. Stat. tit. 60 §226, et seq. This Protective Order shall also govern any and all discovery that has been produced or identified to date in this litigation.

2. Whenever in the exercise of good faith judgment any party to this action or third party that is subject to a discovery request determines that a response to a request for discovery should be treated as confidential, that party shall have the right to designate the information as "confidential"

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or "highly confidential" by marking each confidential page of a document or deposition by a suitable marking, indicating the confidentiality of the information therein, prior to the transmission of a physical copy thereof to the other party. As to those documents which counsel produces for examination by opposing counsel for the purpose of determining which of those documents opposing counsel desires copies, said documents shall be subject to this order, whether or not marked, until copies thereof are requested and supplied, and thereafter only if the copies supplied are marked as provided in this paragraph or otherwise designated as confidential. Any document so marked, copies thereof, information contained therein, and any extracts, abstracts, charts, summaries or notes made therefrom, shall be "confidential" or "highly confidential" material and subject to the restrictions set forth herein. Nothing herein shall prevent a party from objecting to the production of discovery pursuant to Kan. Stat. tit. 60, § 226, et seq., or on privilege or work product grounds.

3. The parties, by and through their respective counsel, hereby certify that any information designated by any party as either "confidential" or "highly confidential" shall fall within the scope of Kan. Stat. tit. 60, § 226, et seq. The parties may designate any and all discovery that has been produced or identified to date in this litigation as "confidential" or "highly confidential."

4. Confidential material shall be disclosed only to:

- (a) Counsel of record for the receiving party;
- (b) Deposition notaries and staff;
- (c) Stenographic, paralegal, clerical and other employees of the receiving party referred to in subparagraphs (a) - (b) above;
- (d) Independent experts and advisors who are employed by the receiving party to perform investigative work, fact research or other services relating to this action;

- (e) Deponents during the course of their depositions; and
 - (f) The parties to this litigation.
5. Highly confidential material may be disclosed only to:
- (a) Counsel of record for the receiving party;
 - (b) Deposition notaries and staff,
 - (c) Stenographic, paralegal, clerical and other employees of the receiving party referred to in subparagraphs (a) - (b) above;
 - (d) Independent experts and advisors who are employed by the receiving party to perform investigative work, fact research or other services relating to this action; and
 - (e) Deponents during the course of their deposition.

6. Confidential material and highly confidential material may be disclosed to persons listed in paragraph 4(d) and (e) and 5(d) and (e) above upon compliance with the following requirements:

- (a) Each person shall first be advised by the attorney making the disclosure that pursuant to this Protective Order the person may not divulge any such material to any other person, except in the preparation or trial of this action, and that disclosure in the preparation of the case is limited to persons entitled to knowledge of confidential documents under this Order.
- (b) The attorney shall secure from each person, other than the attorney's staff, an affidavit that he has read this Protective Order, and understands that pursuant to this Protective Order, he may not, and that he undertakes not to, divulge any such material except in the preparation or trial of this action, and that he will not use the material for any other purpose. A form of such affidavit is attached hereto as Exhibit A. A copy of this affidavit, together with a list of such material disclosed to the person and the date of disclosure, shall be retained by counsel disclosing such material and securing said affidavit. All such material produced thereunder and all copies thereof shall be returned at the conclusion of this litigation to the party producing it.

(c) Such material may be disclosed to deponents during the course of depositions if: (1) the attorney making the disclosure first advises the deponent that, pursuant to this Protective Order, the person may not divulge such material to any other person, and (2) the material is not left in the possession of the deponent, unless the deponent qualifies for access to such material pursuant to this Protective Order.

7. If any party objects to the claim that a document should be deemed confidential or highly confidential, the party shall inform the opposing party in writing that the document should not be so deemed within thirty (30) days of the date the document was disclosed and marked as such. Therefore, any party wishing to maintain confidential or highly confidential status must present a motion to the court claiming such status within thirty (30) days, or it is waived. The document shall continue to have confidential or highly confidential status during the pendency of any such motion.

8. No copies of confidential or highly confidential material shall be made except by or on behalf of attorneys of record in this case. Any attorneys making copies of such material shall maintain all copies within their possession or the possession of those entitled to access to such documents under this Protective Order. No party, attorney, firm or person shall release information concerning or discovered in this litigation or use these proceedings or the information discovered in the course of this litigation for purposes other than the defense or prosecution of this case.

9. Any document or other discovery material turned over to the opposing party under this Order with respect to which a claim of privilege or work product is subsequently made shall be returned to the party producing it, provided that the party disputing the claim of privilege may bring the issue before the court for determination. If the court upholds the claim of privilege or work product, all copies of the document or other discovery material will be returned to the party producing it, or expunged. In that event, the document or other discovery material cannot be

introduced into evidence in this or any other proceeding by any person without the consent of the person producing it; nor will said document be subject to production in any proceeding by virtue of the fact that it has been inadvertently disclosed in this proceeding.

10. Before any party submits, presents to, or files with the Court any confidential or highly confidential material, including documents, responses to interrogatories, deposition transcripts, or, the contents thereof are in any way disclosed in any pleading, motion, deposition transcript, or other paper filed with the Clerk of the Court, such party shall file with the Court an application requesting that such material be placed under seal by the Clerk and not made available to persons other than the Court and persons authorized by this Order.

11. All documents and other discovery materials produced in connection with this litigation shall be used only for purposes of this litigation between the parties, and not for any other purpose.

12. The termination of proceedings in this action shall not relieve the persons described in paragraphs 4 and 5 above from the obligation of maintaining the confidentiality of all confidential or highly confidential information received pursuant to this Order, unless the court orders or permits otherwise. Upon termination of the proceedings, the parties may request the return to them of all previously furnished discovery material, including any copies thereof, and each person or party to whom such discovery material has been furnished or produced shall be obligated to return the same discovery material, except that in lieu of returning copies, the party to whom they were produced, may destroy them if it certifies, in writing, that it has destroyed all copies and documents containing such discovery material. This provision shall apply to any documents containing confidential or highly confidential information from discovery materials.

The termination of the proceedings in this litigation shall not relieve any person to whom any confidential or highly confidential document, transcript, material, information or data has been disclosed from the obligations of this Protective Order, and the Court shall retain jurisdiction after final disposition of this litigation for the purposes of any application to modify or enforce the provisions of this Order.

13. All objections as to the admissibility into evidence of the documents produced subject to this Protective Order are reserved until the trial of this case. The use of confidential or highly confidential materials as evidence at the trial of this case shall be subject to this Order unless modified by the court. Without losing the confidentiality of the discovery material, any discovery material stamped as confidential or highly confidential under this Order shall be redacted so as to eliminate the stamp before the document is shown to the jury.

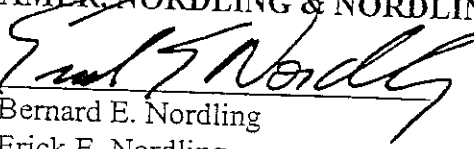
14. Nothing in this Protective Order shall be deemed to preclude any party from seeking and obtaining, at any time, on an appropriate showing of good cause, issuance of an order of this Court dissolving or modifying this Order, including additional protection with respect to the confidentiality of documents or other discovery material.

15. Any person violating this order may be subject to sanctions under the Kansas Code of Civil Procedure and contempt proceedings.

Stipulated By:

KRAMER, NORDLING & NORDLING, L.L.C.

By:


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-and-

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**ATTORNEYS FOR DEFENDANT
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Enter: 

**HONORABLE TOM R. SMITH
DISTRICT COURT JUDGE**