1 2 3 4 5 6 7 8 9	Richard D. Marca, Bar #127365 Richard.Marca@GreshamSavage.com Jamie Wrage, Bar #188982 Jamie.Wrage@GreshamSavage.com Amy J. Osborne, Bar #258353 Amy.Osborne@GreshamSavage.com GRESHAM SAVAGE NOLAN & TILDEN, A Professional Corporation 3750 University Avenue, Suite 250 Riverside, CA 92501-3335 Telephone: (951) 684-2171 Facsimile: (951) 684-2150 Attorneys for Defendants, AGRESERVES, INC. dba SOUTH VALLEY FA improperly named as SOUTH VALLEY FARMS SOUTH VALLEY ALMOND COMPANY, LLC GEORGE CAMPO, an individual; and JAY PAYNE, an individual	dba
11	UNITED STATES DISTRICT COURT	
12	EASTERN DISTRICT OF CALIFORNIA	
13	FRESNO DIVISION	
14	JUAN CARLOS ROBLES, an individual;	CASE NO. 1:14-CV-00540-AWI-JLT
15	Plaintiff,	STIPULATION AND ORDER FOR PLAINTIFF JUAN CARLOS ROBLES
16	vs.	TO SUBMIT TO MENTAL EXAMINATION
17181920	AGRESERVES, INC.; THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS; SOUTH VALLEY FARMS dba SOUTH VALLEY ALMOND COMPANY, LLC; JORGE CAMPOS, an individual; JAY PAYNE, an individual; and DOES 1 through 100, inclusive	(Doc. 26)
21	Defendants.	
22	TO THE DISTRICT COURT AND ALL PARTIES AND THEIR ATTORNEYS OF	
23	RECORD:	
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IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto, by their respective counsel, that Plaintiff Juan Carlos Robles ("Plaintiff") will submit to a clinical interview and psychological testing administered by Dr. Michael E. Kania, Ph.D. The clinical interview and testing will take place on May 14, 2015, at the Four Points by Sheraton Hotel, 5101 California Ave., Bakersfield, California 93309. The interview and testing will begin at 9:00 a.m. and last approximately seven (7) hours, and will be conducted in an air conditioned conference room. Absent unforeseen circumstances, the examination shall be completed in one day. The purpose of the examination is to determine the existence, extent and nature of any damages to, or abnormality of, Plaintiff's mental and emotional condition and whether such damages and/or abnormality were allegedly caused by Defendants AgReserves, Inc. dba South Valley Farms, improperly named as South Valley Farms dba South Valley Almond Company, LLC, George Campos and Jay Payne (hereinafter collectively referred to as "Defendants").

IT IS FURTHER STIPULATED that the examination is authorized by Federal Rules of Civil Procedure ("FRCP") Rule 35(b)(6), in that Plaintiff has placed his mental condition in controversy in this action by alleging mental and emotional injury and distress of a lasting nature, and that good cause exists for the examination.

IT IS FURTHER STIPULATED that the nature, scope, conditions and manner of the examination are to be as follows:

- 1. No persons other than Plaintiff, Dr. Kania (and anyone on Dr. Kania's staff who is necessary for the examination), and a translator may be present inside the room where the examination will take place.
- 2. During the testing and interview, Plaintiff shall truthfully answer all questions submitted to him by Dr. Kania including those concerning his occupational history, his prior and current injuries, and his prior and current medical and psychological conditions as well as those items listed below in Paragraph 3.
- 3. The testing and interview will involve no invasive, dangerous, or painful physical procedures. The interview portion will involve taking Plaintiff's medical and psychiatric history, including a personal, family, marital, relationship, developmental, educational, financial,

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occupational, social, legal, drug, alcohol, medical, medication and hospitalization history. The examination will involve a mental status interview along with written questionnaires and examinations, including but not limited toMMPI-2, and any other examination or questionnaire Dr. Kania believes is reasonably necessary for his report.

- 4. The parties agree that the interview and examination will be administered through a translator. The translator will be provided through Dr. Kania's office.
- 5. Plaintiff shall not be required to fill out any patient information forms of any type whatsoever, including but not limited to, new patient forms, insurance forms, identification forms, authorizations for medical records, arbitration forms or waivers and releases, and will not be asked to do so by Dr. Kania or his staff.
- 6. The mental examination may only be conducted by Dr. Kania. The examination will proceed on the following terms:
 - Said oral and written examination shall not delve into the following areas,
 which are protected by privilege:
 - Plaintiff is not to be questioned concerning his conversations with his counsel, or any other person affiliated with his counsel or his counsel's office, including but not limited to any employee of EMPLOYMENT LAWYERS GROUP.
 - ii. Plaintiff is not to be questioned concerning his counsel's evaluation of his claims against Defendants, nor is Plaintiff to be questioned about any discussions Plaintiff has had with his counsel regarding those evaluations or legal theories, as that is invasive of the attorney-client privilege.
 - b. The examination may delve into all other non-privileged areas not mentioned above at the discretion of Dr. Kania and his independent evaluation of what is necessarily discussed for purposes of the examination.
- 7. Plaintiff shall be permitted to take reasonable breaks during the examination process, including but not limited to, taking a lunch break, rest breaks, and bathroom breaks.

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- 8. Upon order of this court, Defendants are to immediately transmit a copy of this Stipulation to Dr. Kania and promptly advise him that he must comply with the limitations imposed by this Stipulation. By proceeding with the examination, Dr. Kania shall be deemed to have consented to the terms of this Stipulation, and he agrees to abide by its terms.
- 9. In keeping with the standard practices of his industry, Dr. Kania will not provide counsel for either party, nor their representatives or retained experts, a copy of, or the actual test questions from the examination. However, upon request by Plaintiff's counsel, Dr. Kania shall provide both parties' counsel with the answer sheet from the examination as well as any accompanying interpretive report of Plaintiff's answers.
- 10. Defendants and their respective counsel will use and/or disseminate documentation of the examination for purposes of this litigation only. The tests taken by Plaintiff as part of the mental examination, along with any written reports and/or records maintained in any format, including electronic data, by Dr. Kania are confidential medical records relating to Plaintiff's mental health. These records shall be deemed confidential but may be used by the parties as exhibits and in preparation of trial, in trial, and in other proceedings in this matter, but for no other purposes. Counsel for Defendants may not give those records to anyone except members of their respective law firms, to the degree necessary to prepare copies or exhibits. Any information acquired or learned or any evaluation made in violation of this stipulation will not be admissible in evidence for any purpose.
- 11. Disclosure, production and delivery of any reports regarding the mental examination shall be governed by FRCP Rule 35.
- 12. Counsel for Plaintiff shall have the opportunity to depose Dr. Kania, subject to his standard deposition fee per hour, within a reasonable time after being provided with his report as provided in Paragraph 10 above.
- 13. Defendants are responsible for Dr. Kania's costs conducting the testing and examination.
- 14. This agreement represents the entire and complete scope of the agreement between Plaintiff and Defendants for the mental examination of Plaintiff. All express or implied

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