

1 Matthew K. Hawkins, # 131117  
 2 Laura Erickson, # 258371  
 3 McCormick, Barstow, Sheppard,  
 4 Wayte & Carruth LLP  
 5 Centre Plaza Office Tower  
 6 1150 Ninth Street, Suite 1200  
 7 Modesto, CA 95354  
 8 Telephone: (209) 524-1100  
 9 Facsimile: (209) 524-1188

(SPACE BELOW FOR FILING STAMP ONLY)

6 Attorneys for Defendant  
 7 THE PERMANENTE MEDICAL GROUP, INC.  
 8 (sued erroneously herein as KAISER  
 9 PERMANENTE)

9 UNITED STATES DISTRICT COURT  
 10 EASTERN DISTRICT OF CALIFORNIA

12 DINA ROBLES,  
 13 Plaintiff,  
 14 v.  
 15 KAISER PERMANENTE, KATHY  
 16 THOMAS, RONNIE COOK,  
 17 Defendants.

Case No. 2:09-cv-2171-MCE-DAD

**STIPULATION FOR PROTECTIVE  
 ORDER; ORDER**

18 The parties hereto, through their respective counsel, stipulate to the following protective  
 19 order.

20 The parties agree that a copy of this Stipulation shall be sent to all counsel via facsimile,  
 21 and counsel may sign and return the signed document to counsel for defendant The Permanente  
 22 Medical Group, Inc. for attachment to the original of this Stipulation, and that said signature shall  
 23 represent the original signature of the party.

24  
 25 1. CONFIDENTIAL INFORMATION. The parties consider any and all records or  
 26 documents produced in response to discovery requests in this case to be Confidential Information.

27  
 28 //

1           2.     PRODUCTION OF CONFIDENTIAL INFORMATION. Promptly upon this  
2 order being entered, filed, and served on the parties, all records produced since the inception of  
3 this litigation and any further document production, will be subject to this protective order.

4           3.     LIMITATION ON DISCLOSURE OF CONFIDENTIAL INFORMATION.  
5 Except with the prior written consent of all the other parties, or upon order of this Court,  
6 Confidential Information must not be disclosed to any person other than:  
7

- 8           a.     the Court and Court personnel;
- 9           b.     the court reporter and videographer (if any) present at any hearing or  
10           deposition;
- 11           c.     counsel for the respective parties to this litigation, including employees and  
12           associates of counsel;
- 13           d.     persons who authored, prepared, or received the Confidential Information  
14           in a context outside this litigation;
- 15           e.     the named parties to this litigation, to include any officer or employee of  
16           the TPMG, to the extent deemed necessary by counsel for the prosecution  
17           or defense of this litigation;
- 18           f.     percipient witnesses;
- 19           g.     consultants or expert witnesses retained for the prosecution or defense of  
20           this litigation.

21           4.     LIMITATION ON USE OF CONFIDENTIAL INFORMATION. Persons  
22 receiving Confidential Information must not reveal or discuss that information to or with any  
23 person who is not entitled to receive the information, except as set forth in this order.

24           5.     COPIES OF CONFIDENTIAL INFORMATION. This order does not restrict a  
25 person who is properly in the possession of Confidential Information from (1) making working  
26 copies, abstracts, digests, and analyses of Confidential Information for use in connection with this  
27 litigation or (2) converting or translating Confidential Information into machine readable form for  
28 incorporation in a data retrieval system used in connection with this litigation. Any such copies,  
abstracts, digests, analyses, or data compilations have the same level of protection under the terms  
of this order as the Confidential Information from which they are derived.

1 6. ALL CONFIDENTIAL INFORMATION TO BE USED ONLY FOR THIS  
2 CASE. All Confidential Information must be used by the party or parties to whom the  
3 Confidential Information is produced solely for the purpose of this case.

4 7. CONCLUSION OF LITIGATION. The conclusion of this action is defined as 30  
5 days after the expiration of the time to appeal or challenge any final judgment or settlement. All  
6 provisions of this order restricting the communication or use of Confidential Information continue  
7 to be binding after the conclusion of this action, unless otherwise agreed or ordered.  
8

9 Dated: August \_\_\_\_\_, 2010

10 McCORMICK, BARSTOW, SHEPPARD,  
11 WAYTE & CARRUTH LLP

12 By: /s/ Laura Erickson

13 Matthew K. Hawkins  
14 Laura Erickson  
15 Attorneys for Defendant  
16 THE PERMANENTE MEDICAL  
17 GROUP, INC. (sued erroneously herein as  
18 KAISER PERMANENTE)

19 Dated: August \_\_\_\_\_, 2010

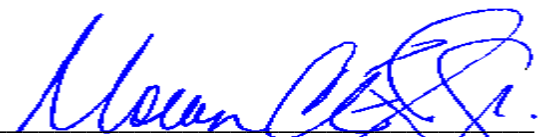
20 RANDY J. HARVEY, P.C.

21 By: /s/ Randy Harvey

22 Randy J. Harvey  
23 Attorneys for Plaintiff  
24 DINA ROBLES

25 **IT IS SO ORDERED.**

26 **DATED: August 18, 2010**

27   
28 MORRISON C. ENGLAND, JR.  
UNITED STATES DISTRICT JUDGE