

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

JOHN MASON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 13-cv-2285-EFM
	)	
NPB COMPANIES, INC., and	)	
MARCEL MATTHEWS,	)	
	)	
Defendants.	)	

**JOINT PROTECTIVE ORDER**

Plaintiff John Mason alleges personal injuries arising from an altercation with defendant Marcel Matthews in Vancouver, British Columbia, Canada, on or about March 18, 2012. Plaintiff filed this action against Matthews and his employer, defendant NPB Companies, Inc., under various tort theories. Plaintiff received medical treatment in Canada and the United States, and he objected to written discovery seeking his Social Security number and medical records. Rather than file a motion to compel Plaintiff's responses to such written discovery, Defendants agreed to this protective order limiting the use of Plaintiff's Social Security number and medical records in order to avoid any alleged embarrassment or annoyance.

UPON plaintiff John Mason, defendant NPB Companies, Inc., and defendant Marcel Matthews' stipulation and for good cause shown:

IT IS HEREBY ORDERED that, for the purposes of the above-captioned lawsuit ("Lawsuit"), Plaintiff's Social Security number and medical records shall be considered "Confidential Material," and the following procedures shall govern such Confidential Material:

1. This Protective Order is meant to encompass all forms of disclosure which may contain Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit, deposition transcript, inspection and all other tangible items (electronic media, photographs, videocassettes, procedural manuals, etc.).

2. Where a party receives Confidential Material as a result of discovery or participation in this civil action, such Confidential Material shall be used solely in connection with the instant proceedings. Confidential Material shall be treated as confidential by the Parties and will not be disclosed to anyone except as provided herein. Prior to disclosure of any Confidential Material, each person to whom disclosure is to be made shall execute a written "Confidentiality Agreement" (in the form attached hereto as Exhibit A) agreeing to be bound by the terms of this Order. The parties and counsel for the respective parties (including paralegals, legal assistants, claims adjusters, and other personnel) are deemed to be bound by this Order and are not required to execute a Confidentiality Agreement.

3. With respect to any communications to the Court, including any pleadings, motions or other papers, the party seeking to file Confidential Material shall first file a motion with the Court and be granted leave to file the particular document under seal pursuant to D. Kan. Rule 5.4.6(a).

4. If a non-designating party is subpoenaed or ordered to produce Confidential Material by another court or administrative agency, such party shall promptly notify the designating party of the pending subpoena or Order and shall not produce any Confidential Material until the designating party has had reasonable time to object or otherwise take appropriate steps to protect such Confidential Material.

5. Within thirty days after the termination of this Lawsuit (whether by dismissal or final judgment), all Confidential Material shall be shredded or returned to counsel for the designating party. In addition, counsel shredding or returning such material shall send a letter or email confirming that all Confidential Material produced to such counsel and any subsequently made copies have been shredded or returned in their entirety pursuant to the terms of this Order. Such a representation fully contemplates that returning counsel has: (1) contacted all persons to whom that counsel disseminated Confidential Material, and (2) confirmed that all such material has been returned to disseminating counsel.

6. After the termination of this Lawsuit, the provisions of this Order shall continue to be binding.

IT IS SO ORDERED.

Dated: November 4, 2013

s/ James P. O'Hara  
James P. O'Hara  
U.S. Magistrate Judge

CONFIDENTIALITY AGREEMENT

BEING DULY SWORN, I hereby attest to the following:

It is my understanding that Plaintiff’s Social Security number and/or medical records will be provided to me pursuant to the terms and restrictions of the Protective Order entered in *John Mason v. NPB Companies, Inc. and Marcel Matthews*, Case No. 13-cv-2285-EFM/JPO (“Lawsuit”).

2. I have been given a copy of and have read the Protective Order and have had its meaning and effect explained to me by the attorneys providing me with such confidential information, and I hereby agree to be bound by it.

3. I further agree that I shall not disclose such confidential information to others, except in accordance with the Protective Order.

4. It is my understanding that, if I fail to abide by the terms of the Protective Order, I may be subject to sanctions imposed by the Court for such a failure.

5. I hereby consent to the jurisdiction of the Court for purposes of enforcing the Protective Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

/s/ Robert S. Caldwell

Robert S. Caldwell                      KS #14488  
CALDWELL & MOLL, L.C.  
11903 W. 119<sup>th</sup> Street  
Overland Park, KS 66213  
Telephone: 913-451-6444  
Fax Number: 913-451-3454  
[rsc@caldwellandmoll.com](mailto:rsc@caldwellandmoll.com)

Pieter A. Brower  
MOORE & BROWER, P.C.  
4600 Madison Avenue, Suite 700  
Kansas City, MO 64112  
Telephone: 816-753-3030  
Fax Number: 816-753-3036  
[pieterbrower@aol.com](mailto:pieterbrower@aol.com)

ATTORNEYS FOR PLAINTIFF

/s/ John J. Gates

Lee M. Baty                               KS #24736  
John J. Gates                             KS #20226  
BATY, HOLM, NUMRICH & OTTO P.C.  
4600 Madison Avenue, Suite 210  
Kansas City, MO 64112-3012  
[lbaty@batyholm.com](mailto:lbaty@batyholm.com)  
[jgates@batyholm.com](mailto:jgates@batyholm.com)  
Telephone: 816-531-7200  
Fax Number: 816-531-7201  
ATTORNEYS FOR DEFENDANT  
NPB COMPANIES, INC.

/s/ Robert J. Wonnell

Robert J. Wonnell                       KS #20727  
Jill E. Kunshek                         KS #25340  
McANANY, VAN CLEAVE & PHILLIPS, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, KS 66103  
Telephone: 913-371-3838  
Fax Number: 913-371-4722  
[rwonnell@mvplaw.com](mailto:rwonnell@mvplaw.com)  
ATTORNEYS FOR DEFENDANT  
MARCEL MATTHEWS