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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

TONI L. RICHARDS,

Plaintiff,

v.

HEALTHCARE RESOURCES
GROUP, INC., a Washington
corporation; CRYSTAL LARSEN and
JOHN DOE LARSEN, and the marital
property comprised thereof; and
CANDICE NELSEN and JOHN DOE
NELSEN, and the marital community
comprised thereof,

Defendants.

NO: 2:15-CV-134-RMP

ORDER GRANTING JOINT MOTION
FOR ENTRY OF PROTECTIVE
ORDER

BEFORE THE COURT is the parties' Joint Motion for Agreed Protective Order, **ECF No. 29**. The Court has reviewed the motion and is fully informed.

The Court finds good cause to issue the requested Protective Order.

Accordingly, **IT IS HEREBY ORDERED** that the parties' Joint Motion for Entry of Protective Order, **ECF No. 29**, is **GRANTED**. The parties shall abide by the following terms which the parties have supplied:

1 1. PURPOSES AND LIMITATIONS

2 One or more of the parties has requested the production of documents or
3 information that at least one party considers to be or to contain confidential
4 Information, and that may be subject to protection under Federal Rule of Civil
5 Procedure 26(c).

6 The parties agree that good cause exists to protect the confidential nature of
7 the information contained in documents, interrogatory responses, responses to
8 requests for admission, or deposition testimony. This action concerns claims of
9 disability discrimination and wrongful discharge, which are disputed. The parties
10 expect to exchange documents and information relating to personal and private
11 medical information, proprietary information and financial information among
12 other confidential materials. The parties agree that the entry of this Stipulated
13 Protective Order (“Protective Order”) is warranted to protect against disclosure of
14 such documents and information. The parties acknowledge this agreement is
15 consistent with Fed. R. Civ. P. 26(c). It does not confer blanket protection on all
16 disclosures or responses to discovery; rather, the protection it affords from public
17 disclosure and use extends only to the limited information or items that are entitled
18 to confidential treatment under the applicable legal principles.

19 2. “CONFIDENTIAL” MATERIALS

20 “Confidential” material shall include, but is not limited to, the following
21 documents and tangible things produced or otherwise exchanged:

- 1 a) Plaintiff Toni Richards medical record;
- 2 b) Income tax returns of Toni Richards;
- 3 c) Income tax returns of Health Care Resource Group;
- 4 d) Financial books and statements of Health Care Resource Group;
- 5 e) Health Care Resource Group's proprietary information and financial
- 6 information, including, without limitation, information regarding
- 7 revenues, costs, expenses, profits, and losses of Health Care Resource
- 8 Group and Health Care Resource Group's business systems and
- 9 operation;
- 10 f) Information about Health Care Resource Group employees;
- 11 g) Proprietary employment policies and procedures of Health Care Resource
- 12 Group;
- 13 h) Other propriety information of Health Care Resource Group;
- 14 i) The results and contents of any forensic inspection of Ms. Richards'
- 15 mobile phone;
- 16 j) Information regarding or involving Health Care Resource Group's
- 17 customers or competitors.

18 3. SCOPE

19 Confidential material may be used and disclosed only for the purposes of

20 this litigation. A receiving party may use the above listed confidential material that

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1 is disclosed or produced by another party or by a non-party in connection with this
2 case only for prosecuting, defending, or attempting to settle this litigation.

3 The protections conferred by this agreement cover not only confidential material
4 (as defined above), but also (1) any information copied or extracted from
5 confidential material; (2) all copies, excerpts, summaries, or compilations of
6 confidential material; and (3) any testimony, conversations, or presentations by
7 parties or their counsel that might reveal confidential material. However, the
8 protections conferred by this agreement do not cover information that is in the
9 public domain or becomes part of the public domain through trial or otherwise;
10 information that the receiving party can show was obtained (without any benefit or
11 use of confidential material) from a third party having the right to disclose such
12 information to the receiving party without restriction or obligation of
13 confidentiality; information which, after its disclosure to a receiving party, is
14 published to the general public by a party having the right to publish such
15 information; or information that the receiving party can show by written record
16 was independently developed by it after the time of disclosure by personnel who
17 did not have access to the producing party's confidential material.

18 4. Before any portions of documents or other materials deemed “Confidential”
19 are filed with the Court, the Parties, through their respective counsel of record,
20 shall attempt to resolve any dispute over the confidentiality of the materials
21 including whether redaction is a viable alternative to filing under seal. If the parties

1 are unable to agree on the level of confidentiality warranted for the designated
2 materials, they shall be filed under seal. If a party wishes to file a confidential
3 document with the Court and cannot reach the opposing party to confer, the party
4 filing the document must file under seal.

5 If the party is filing a document that it has itself designated as
6 “Confidential,” that party shall reference this Stipulated Protective Order in
7 submitting the documents it proposes to maintain under seal. If anon-designating
8 party is filing a document that another party has designated as “Confidential,” then
9 the non-designating party shall file the document under seal. If the non-designating
10 party makes a request in writing to have the document unsealed and the
11 designating party does not file, within ten calendar days, a motion that shows good
12 cause to maintain the document under seal, then the Court, in its discretion, may
13 order the document unsealed. Before seeking to maintain the protection of
14 documents filed with the Court, a party must assess whether redaction is a viable
15 alternative to complete nondisclosure.

16 Each party reserves the right to dispute the confidential status claimed by
17 any other party in accordance with this Protective Order. If a party believes that
18 any document or materials have been inappropriately designated by another party
19 or subpoenaed party, that party shall confer with counsel for the designating party.
20 As part of that conferral, the designating party must assess whether redaction is a
21 viable alternative to complete non-disclosure. If the parties are unable to resolve

1 the matter informally, a party may file an appropriate motion before the Court
2 requesting that the Court determine whether the Protective Order covers the
3 document in dispute. Regardless of which party files the motion, the party seeking
4 to protect a document from disclosure bears the burden of establishing good cause
5 for why the document should not be disclosed. A party who disagrees with another
6 party's designation must nevertheless abide by that designation until the matter is
7 resolved by agreement of the parties or by order of the Court.

8 5. TERMINATION AND DESTRUCTION OF CONFIDENTIAL
9 DOCUMENTS

10 Within 60 days after the termination of this action, including all appeals,
11 each receiving party must destroy or return all confidential material to the
12 producing party, including all copies, extracts and summaries thereof. If documents
13 are destroyed, written notice shall be given to the producing party.

14 Notwithstanding this provision, counsel are entitled to retain one archival
15 copy of the entire case file, to include all documents filed with the court, trial,
16 deposition, and hearing transcripts, correspondence, medical records, financial
17 information, deposition and trial exhibits, expert reports, attorney work product,
18 and consultant and expert work product, even if such materials contain confidential
19 material; and counsel may retain confidential material electronically saved,
20 including information attached to emails and/or stored in counsel's email systems
21 consistent with its customary retention and security practices associated with
electronically saved information.

