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HONORABLE JUDGE THOMAS O. RICE

9 **UNITED STATES DISTRICT COURT**  
10 **EASTERN DISTRICT OF WASHINGTON**

11 BARRY L. WHITE and, LORRAINE  
12 M. WHITE, husband and wife,

13 Plaintiffs,

14 v.

15 SPOKANE COUNTY; and  
16 MARK HOLTHAUS; and  
17 BRAD GILBERT; and  
18 TODD MILLER, Individually and in  
19 their capacity as employees of Spokane  
20 County.

21 Defendants.

NO. 2:16-CV-0096-TOR

**STIPULATED PROTECTIVE  
ORDER REGARDING  
PLAINTIFFS' MEDICAL  
RECORDS**

22 **I. STIPULATION**

23 Pursuant to FRCP 26(c), the parties through their respective counsel agree  
24 and stipulate that good cause exists to protect BARRY L. WHITE, and  
25 LORRAINE M. WHITE (“Plaintiffs”), and SPOKANE COUNTY; AND,  
26

1 SPOKANE COUNTY SHERIFF'S DEPUTIES MARK HOLTHAUS, BRAD  
2 GILBERT and TODD MILLER ("defendants"), and non-parties from  
3 annoyance, undue burden and expense from the public disclosure of Plaintiffs'  
4 medical information.  
5

6 1. This Stipulated Protective Order ("Protective Order") shall govern  
7 the treatment and handling of all medical records, documents or other products  
8 of discovery produced by Plaintiff and Defendants or information derived  
9 therefrom, and all copies, excerpts or summaries thereof including (without  
10 limitation), answers to requests for admissions, answers to interrogatories,  
11 documents produced pursuant to a demand for documents, documents  
12 subpoenaed in connection with depositions, and deposition transcripts, that a  
13 party designates as "confidential" by marking clearly on the document:  
14 "CONFIDENTIAL SUBJECT TO PROTECTION ORDER"  
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18 2. All medical records, and related documents, and images obtained by  
19 way of release, or disclosed by plaintiff and defendants **are presumed by this**  
20 **order to be confidential and governed hereby.**  
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22 3. Testimony taken in deposition in this case similarly may be  
23 designated as confidential and made subject to the terms of this order at the time  
24 of the deposition by designation made by counsel on the record.  
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1           4. Any party may move the court to determine the propriety of  
2 confidentiality. Information, documents or data subject to the challenge shall  
3 remain confidential until such time as the matter is determined by the court.  
4

5           5. Documents, photographs, videotapes, materials, or information  
6 designated confidential pursuant to this order shall not be disclosed or  
7 disseminated outside of the offices of plaintiffs' and defendants' counsel, with  
8 the following exceptions.  
9

10           a. Use of such confidential documents, or information for trial  
11 preparation by paralegal or secretarial staff of plaintiffs' and defendants'  
12 attorneys is allowed by this Protective Order, subject to all conditions of  
13 this Protective Order which governs the parties' use of such confidential  
14 information;  
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17           b. Plaintiffs' medical records designated by the parties as  
18 confidential may be provided to expert witnesses, or consultants by  
19 plaintiffs' or defendants' attorneys provided such expert witnesses or  
20 consultants, before being allowed to see any confidential documents,  
21 materials, or information, acknowledge receipt of a copy of this Protective  
22 Order and agree to be bound by the terms of this Protective Order. The  
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prohibition of this paragraph shall apply in all circumstances, including, but not limited to, depositions in this case.

6. All persons having access to Plaintiffs' medical records made available pursuant to this agreement shall agree not to make any use of said records except in connection with the above-captioned litigation and shall further agree not to deliver or transfer said medical records to any person not previously authorized by the terms herein.

7. Counsel disclosing medical records to any person or entity shall be responsible for limiting distribution of the records to those persons who both (1) have a need to know the information, and (2) are authorized to receive the information under this Protective Order. Counsel shall be prepared to account for the disposition and use of the information by those persons.

8. All copies of medical records disclosed under this agreement shall be subject to the same restrictions as imposed on the original information.

9. All medical records designated as confidential and disclosed to any person pursuant to this Protective Order shall remain in the possession only of the attorneys, or the experts or consultants to whom they are disclosed as provided by this order.

1           10. This Order shall continue indefinitely until or unless superseded by  
2 modification of the parties. Upon completion of this litigation, all medical  
3 records governed by this Order shall be returned to the attorneys or destroyed.  
4

5           11. Medical records subject to this order may be disclosed in regular  
6 proceedings of this court, although non-relevant information may be redacted  
7 and/or as agreed to by the parties or Ordered by the Court.  
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9           12. No modification or amendment of this Protective Order is permitted  
10 except by a writing signed by counsel for the parties and approved by the court.  
11 The parties hereto agree that it is unreasonable to rely on any oral modification  
12 or amendment of this agreement.  
13

14           13. The failure to insist upon full compliance with any of the terms of  
15 the Protective Order in any instance shall not be deemed to be a waiver of the  
16 right to insist upon full compliance with those terms thereafter.  
17

18           14. A conformed copy of this order shall be provided to the parties, who  
19 shall sign and date it, acknowledging that they have read and understand it. The  
20 signed copies shall be provided to the respective attorneys.  
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22           15. The parties agree that any violation of the terms of this Protective  
23 Order **shall** subject the violator to monetary sanctions in an amount to be  
24 determined by the court.  
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DATED THIS 24<sup>th</sup> day of April, 2017.

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**II. ORDER**

Pursuant to FRCP 26(c) and the foregoing Stipulation of counsel,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that a Protective Order be entered as set forth in the foregoing Stipulation.

DATED this 5<sup>TH</sup> day of May, 2017.



*Thomas O. Rice*  
THOMAS O. RICE  
Chief United States District Judge