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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

TODD and ANNE ERICKSON,  
individually and the marital community  
comprised thereof,

Plaintiffs,

v.

MICROAIRE SURGICAL  
INSTRUMENTS, LLC, a Virginia limited  
liability company doing business in the  
State of Washington,

Defendant.

Case No. C08-5745 BHS

ORDER DENYING PLAINTIFFS'  
MOTION TO QUASH  
DEPOSITION SUBPOENA

By order dated May 6, 2010 (Dkt. 45), Plaintiffs' motion to quash deposition subpoena on a nonparty, Dr. Jennifer Forshey (Dkt. 22) was renoted to May 17, 2010. The Court directed the Ericksons to provide to the Court and to MicroAire a copy of the confidentiality provision of the settlement agreement in *Jennifer Forshey v. Sound Oral and Maxillofacial Surgery P.S.*, Case No. C06-5335, and further directed the parties to file simultaneous briefs addressing whether or not the settlement agreement restricts disclosure and, if it does, whether, and upon what terms of protection, the Court should order disclosure. The confidentiality provision has been provided and briefing filed.

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The confidentiality clause of the Settlement Agreement provides in pertinent part that:


The parties to this Agreement acknowledge and agree that this Agreement and the terms of settlement are confidential and will not be disclosed to any third party . . . except pursuant to a court order. In the event that disclosure of this Agreement is required, the parties acknowledge that they are responsible for maintaining the confidentiality of this Agreement released to the excepted persons or entities. In the event that a court order compels the release of this Agreement, all parties will give notice of the impending action so that the other party may seek a protective order over the disclosure of this Agreement and its terms. Notice will be given through present counsel of record, Stephen Teller for Dr. Forshey and James B. Meade for Sound Oral and Dr. and Mrs. Erickson.

As noted by Defendant MicroAire, nothing in the confidentiality provision contained in the settlement agreement between Dr. Forshey and Plaintiffs and their former business, bars the production or disclosure of information other than the settlement agreement itself and its terms. Thus, there is no bar to the disclosure and production of information outside the settlement agreement. Further, by the terms of the confidentiality clause, the settlement agreement itself is subject to disclosure by court order.

In light of this Court's order, the Ericksons no longer object to producing the settlement agreement in *Jennifer Forshey v. Sound Oral and Maxillofacial Surgery P.S.*, Case No. C06-5335.

Accordingly, **IT IS ORDERED** that the Ericksons' motion to quash a deposition subpoena on a nonparty, Dr. Jennifer Forshey (Dkt. 22), is **DENIED**.

DATED this 25<sup>th</sup> day of May, 2010.

  
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BENJAMIN H. SETTLE  
United States District Judge