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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiffs,

v

MEDICAL MANAGEMENT  
INTERNATIONAL, INC ,

Defendant

CASE NO CV 02-1689C

(Proposed) STIPULATED  
PROTECTIVE ORDER

IT IS HEREBY ORDERED, pursuant to Fed R Civ P 26(c), that the following  
provisions shall govern the handling of confidential and proprietary information and documents  
produced in this action

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1 "Confidential Material" includes

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U S EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Seattle District Office  
909 First Avenue Suite 400  
Seattle Washington 98104-1061  
Telephone (206) 220-6883  
Facsimile (206) 220-6911  
TDD (206) 220-6882

1 (A) Personnel files pertaining to any current or former employee of Defendant Medical  
2 Management International, Inc ("MMI")

3 (B) Any record or document regarding the physical and/or mental condition of Lead  
4 Charging Party and any Class Member including but not limited to any medical and/or  
5 psychological evaluation, diagnosis, prognosis, prescription and/or medical bill for Lead  
6 Charging Party and/or any Class Member

7 (C) Any record or document that contains or pertains to MMI's confidential  
8 proprietary, financial or business information which is otherwise not publicly available

9 (D) If other documents not specifically addressed above are determined by the parties to  
10 be confidential and the parties agree by stipulation to so designate the documents, the terms of  
11 this Stipulated Protective Order will apply to such documents

12 2 "Confidential Material" may not be used or disclosed to anyone except as  
13 provided in this Protective Order and shall be used only for purposes of adjudicating the claims  
14 and issues between the parties that have been raised in this action "Confidential Material" shall  
15 not be used for any other purpose Neither the "Confidential Material" described herein nor the  
16 fact of its existence shall be made available to any person other than as provided herein

17 3. Any "Confidential Material," as well as any copies of excerpts thereof, or analysis  
18 or reports pertaining thereto, may be made available only to the following person(s)

19 Counsel for the receiving party, ("Counsel" includes any attorneys, staff, or  
20 paralegals employed by the EEOC or a law firm that is counsel of record for the  
21 receiving party),

22 Judges, Commissioners, law clerks and other personnel of this Court ("the  
23 Court"),

24 Independent experts who have been retained by a party to give expert testimony or  
25 otherwise assist in the preparation of the action for trial,

1 Court reporters or stenographers engaged to record deposition testimony, and their  
2 employees,

3 Employees of any third party who authored the document or to whom the  
4 document or a copy thereof was previously provided by the producing party or in  
5 the ordinary course of business,

6 Employees (and former employees) of MMI only to the extent counsel of record  
7 directs their review of such documents for prosecution, defense and/or settlement  
8 of this litigation and requires such persons to review this protective order and  
9 agree, in writing, to comply with its terms,

10 Mediator(s) retained by the parties,

11 Such other persons as hereafter may be authorized by the Court upon motion of  
12 either party or upon stipulation of all parties as entered by the Court

13 4 Excluding counsel, Judges, Commissioners, law clerks and other personnel of this  
14 Court or mediator(s) retained by the parties, each person who is permitted by the parties or their  
15 counsel to have access to "Confidential" information shall, prior to being given such access, be  
16 provided with a copy of this Protective Order for review Upon receiving the same, such person  
17 shall sign a Disclosure Agreement, indicating that he or she has read this Protective Order and  
18 has agreed to be bound by its terms The "Disclosure Agreement" shall provide as follows

19 DISCLOSURE AGREEMENT

20 I, \_\_\_\_\_, understand that information and/or  
21 documents which are to be disclosed to me by counsel of record for \_\_\_\_\_  
22 \_\_\_\_\_ (name of party), are "Confidential" and to be used by me solely to assist  
23 in the matter of *EEOC v Medical Management International, Inc*, United States District Court,  
24 Western District of Washington at Seattle, Case No CV 02-1689C I further understand that a  
25 Protective Order entered by the Court, a copy of which has been given to me, prohibits me from  
either using such information or documents for any other purpose or disclosing such documents  
and information to any person other than counsel of record or persons assisting them In  
accepting disclosure, I agree to be bound by the Protective Order and to be subject to the  
jurisdiction of the United States District Court, Western District of Washington for purposes of  
its enforcement and the enforcement of my obligations under this Agreement

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1 \_\_\_\_\_  
Signed by Recipient

2 Dated \_\_\_\_\_

3 The signed Disclosure Agreements shall be retained by the counsel of record for the party  
4 providing the disclosure

5       5       All "Confidential Material" that is filed with the Court and any pleadings, motions  
6 or other papers filed with the Court disclosing any information or containing any "Confidential  
7 Material" shall be filed under seal and kept under seal until further order of the Court. The fact  
8 that "Confidential Material" produced pursuant to this Protective Order has been utilized at  
9 depositions, in papers filed with the Court, at trial, or upon appeal, shall not, in any way, release  
10 any person bound by this Protective Order from their obligations under this Protective Order

11       6       If, at any time, counsel for any party believes it is necessary to disclose  
12 "Confidential Material" to persons other than those permitted by this Protective Order, said  
13 counsel may make an appropriate application to the Court requesting that the specifically  
14 identified document, response to any discovery request or deposition testimony and any  
15 information contained therein, be excluded from the provisions of this Protective Order and be  
16 available to specified other persons. The producing party shall be given notice and reasonable  
17 time to object to the disclosure

18       7       "Confidential Material" obtained by a party shall at all times be kept, maintained  
19 and stored in such a manner as to prevent disclosure except in accordance with the terms of this  
20 Order

21       8       On written agreement of the parties, the provisions of this Protective Order may  
22 be modified by an order of this Court. Nothing contained herein shall be deemed to preclude  
23 either party from waiving any protection afforded to its information under this Protective Order,  
24 provided such waiver is in writing or is recorded in a transcript during deposition testimony

25       9       This Protective Order will not prejudice the right of any party or third-party to

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1 oppose production of any information on the ground of attorney-client privilege, work product  
2 immunity or any other privilege or protection provided under the law

3 10 This Protective Order shall survive this proceeding, and shall remain in effect (a)  
4 unless modified by an Order of this Court, or (b) until such time as counsel either returns all  
5 documents or certifies in writing that the documents which bear a Confidential Material  
6 designation have been destroyed, and the parties have filed a written stipulation to this effect  
7 with the Court Counsel shall be entitled to retain memoranda, pleadings, deposition transcripts  
8 and work product embodying information derived from such Confidential Material to the extent  
9 reasonably necessary to preserve a file in this litigation

10  
11 DATED this 11<sup>th</sup> day of MAY, 2003

12 Jointly submitted,

13 Kathryn Olson  
14 Damien Lee  
15 EQUAL EMPLOYMENT  
16 OPPORTUNITY COMMISSION  
17 Seattle District Office  
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18 By 

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19 By 

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23 Seattle, WA 98101  
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24 By 