

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 0:04-cv-01711 ADM/AJB

Plaintiff,

and

ALISON LAFRENCE,

**STIPULATION OF THE PARTIES FOR
CONFIDENTIALITY AGREEMENT
AND PROTECTIVE ORDER**

Intervener,

vs.

PARK NICOLLET HEALTH SERVICES f/k/a
HEALTHSYSTEM MINNESOTA d/b/a PARK
NICOLLET CLINIC,

Defendant.

The parties, through their respective counsel, stipulate to the following Confidentiality Agreement and to entry of the following Protective Order pursuant to Rule 26(c) of the Rules of Civil Procedure:

CONFIDENTIALITY AGREEMENT

1. All information, documents, or materials produced containing medical records, mental health records, personnel information, diaries, personal notes, or sensitive business information which have been marked, stamped, or otherwise identified by either party as “confidential” (hereinafter “Confidential Materials”) shall be subject to the restrictions of this Confidentiality Agreement, except that this Agreement does not require Defendants or Plaintiff to treat their own confidential information any differently than they would on a routine basis.

2. Access to any Confidential Materials shall be limited to the following persons:

- (a) Counsel for either party receiving the documents and their associates, legal assistants, or other support employees who have a demonstrable need for such disclosure in order to conduct this litigation;
- (b) plaintiff;
- (c) representatives of the defendants;
- (d) Intervener;
- (e) any expert retained for the conduct of this litigation;
- (f) any consultant retained for the conduct of this litigation;
- (g) any deponent or trial witness who has seen such Confidential Materials before this lawsuit was commenced as part of his or her normal and legitimate duties or functions or who has a need to see such Confidential Materials in order to testify or to prepare for giving testimony;
- (h) the Court and authorized Court personnel;
- (i) deponents or witnesses to the extent necessary for taking testimony; and
- (j) such other persons as the Parties may agree to in writing.

3. Confidential Materials shall not be used for any purpose other than the conduct of this lawsuit and shall not be disclosed in any way to any other person beyond those described in paragraph 2 above, nor shall such Confidential Materials or their contents be publicized in any manner.

4. If either party intends to utilize any Confidential Materials at trial, that party's counsel shall so inform the opposing counsel in accordance with the Rules of Civil Procedure governing identification of trial exhibits in order that the opposing counsel may take any steps deemed reasonable to preserve the confidentiality of such documents or the contents thereof.

5. This Confidentiality Agreement and the handling of Confidential Materials may be the subject of orders of the Court and nothing herein shall preclude any party from applying to

the Court for a modification of this Confidentiality Agreement or for the reclassification of any Confidential Materials as may be appropriate.

6. The obligations of this Confidentiality Agreement are continuing and shall not terminate at the conclusion of this litigation. Upon settlement or final determination of this litigation, all Confidential Materials and all available copies, summaries, compilations, abstracts or any other document or material setting forth the contents of any Confidential Materials shall be returned to the appropriate party or be destroyed if requested.

7. Additionally, nothing in this Agreement is intended to prohibit the parties from mutually agreeing to submit Confidential Materials other than as required herein.

8. Nothing in this Confidentiality Agreement precludes any party from using any document or item it has designated as Confidential Materials as it sees fit.

9. Any Confidential Document filed with the Court and any document filed with the Court disclosing confidential information as defined herein, shall be filed in a sealed envelope that bears the caption of this action, and a legend declaring that its contents are subject to a confidentiality order and shall remain so until further order of the Court.

10. This Order shall be effective retroactively to the date on which the above captioned action was filed.

11. Before a Confidential Document can be disclosed to a deponent during the course of a deposition, the attorney making such disclosure must first advise the deponent that pursuant to this Order that person may not divulge any such material to any other person and the deponent agrees to such nondisclosure on the record.

12. At any deposition taken in this action during which Confidential Materials are disclosed or discussed, the court reporter shall be instructed to send a draft copy of the transcript

to counsel for each party so that counsel may designate appropriate portions of the transcript as confidential. Within 10 business days of receipt of the transcript, counsel must return a copy with the confidentiality designations to the court reporter, instructing the court reporter to mark the final transcript as “confidential” in the sections so designated.

13. The parties agree that the Court shall retain jurisdiction to enforce this Confidentiality Agreement to provide both equitable and legal relief.

Dated: December 1, 2004

s/ Deborah J. Powers

Deborah J. Powers, Esq.

Admitted Pro Hac Vice

Jean P. Kamp, Esq.

Admitted Pro Hac Vice

Rosemary J. Fox, Esq.

Admitted Pro Hac Vice

ATTORNEYS FOR PLAINTIFF EEOC

Equal Employment Opportunity Commission

Milwaukee District Office

310 West Wisconsin Avenue, Suite 800

Milwaukee, Wisconsin 53203-2292

Telephone: (414) 297-3983

Facsimile: (414) 297-3146

Dated: December 8, 2004

s/ Penelope J. Phillips

Penelope J. Phillips, Esq.

Bar Number 200876

ATTORNEYS FOR DEFENDANT PARK NICOLLET HEALTH
SERVICES

Felhaber, Larson, Fenlon & Vogt, P.A.

220 South Sixth Street, Suite 2200

Minneapolis, Minnesota 55402-4504

Telephone: (612) 339-6321

Facsimile: (612) 338-0535

Dated: December 3, 2004

s/ Teresa J. Ayling

Teresa J. Ayling, Esq.

Bar Number 0157478

ATTORNEYS FOR INTERVENER DR. ALISON LAFRENCE

Mansfield & Tanick

1700 Pillsbury Center South

220 South Sixth Street

Minneapolis, Minnesota 55402-4511

Telephone: (612) 339-4295

Facsimile: (612) 338-3161

ORDER

Based on the above Stipulation of Counsel, IT IS SO ORDERED.

BY THE COURT

Dated: _____, 2004 By: _____
Arthur J. Boylan
United States Magistrate Judge