

STEPHEN D. ROBERTS, P.L.L.C.
ATTORNEY AT LAW

ASPEN PROFESSIONAL CENTER
1700 WEST KOCH STREET, SUITE 5
BOZEMAN, MONTANA 59715
TELEPHONE (406) 586-3100
FAX (406) 585-0087

FILED

FEB 15 2005

OFFICE OF
WORKER'S COMPENSATION JUDGE
HELENA, MONTANA

February 14, 2005

The Honorable Mike McCarter
Office of Workers' Compensation Judge
P.O. Box 537
Helena, MT 59624

FAXED TO: (406)444-7798

RE: Rausch, et. al. v. Montana State Fund and Ruhd v. Liberty Northwest Insurance Corporation,
WCC No. 9907-8274R1

Dear Judge McCarter:

Enclosed is a Confidentiality Agreement which claimants' counsel propose for review of the applicable files of workers' compensation claimants of all Plan I and self-insureds and all Plan II insurers subject to the Rausch and Ruhd decisions.

We have scheduled with Larry Jones to review the files of Liberty Northwest next week in Missoula, and send this proposed Confidentiality Agreement to you for your consideration prior to that meeting.

Thank you for your consideration in this matter.

Very truly yours,



Stephen D. Roberts

SDR;jll

Enclosure

c: Monte Beck
Lon Dale
Larry Jones

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into this ____ day of _____, 2005, by MONTE BECK, LON DALE, and STEPHEN ROBERTS (hereinafter "Claimants' attorneys"), for purposes of maintaining and insuring the confidentiality of information revealed to Claimants' attorneys during the course of litigation in Ruhd v. Liberty Northwest Ins. Corp., (hereinafter "Ruhd"), and Rausch et. al v. Montana State Fund, (hereinafter "Rausch"), WCC No. 9907-8274R1.

WHEREAS, various insurers and self insurers operate as Plan I and Plan II workers' compensation insurers pursuant to Montana Code Annotated §39-71-2101 et seq., and Claimants' attorneys are attorneys licensed to practice law in the State of Montana and who maintain offices in Bozeman, Montana and Missoula, Montana; and

WHEREAS, pursuant to the procedure followed in similar common fund cases, the parties wish to follow the Court's directive to enter into a confidentiality agreement, subject to Court approval, to protect the privacy interests of those persons who may be affected by the Workers' Compensation Court's decision in Ruhd and Rausch; and

WHEREAS, as part of the implementation process, Claimants' attorneys and their designated agents and expert witnesses and consultants are requesting permission to examine and review confidential information maintained by the above referenced Plan I and Plan II workers' compensation insurers;

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. The term "confidential information" includes the names of claimants, claim numbers, medical records, as well as other personal information which is protected from public disclosure. The parties agree that any confidential information revealed to Claimants' attorneys, and their designated agents and expert witnesses and consultants during the course of this litigation shall not be reproduced, disseminated or otherwise communicated by Claimants' attorneys and their designated agents and expert witnesses and consultants or by any person acting on behalf of Claimants' attorneys except as provided in this agreement or pursuant to an Order of the Workers' Compensation Court.

2. The confidential information shall be available only to Claimants' attorneys, their agents and expert witnesses, or members of their law firms.

3. This agreement shall remain in effect until the issues in this litigation are resolved and the implementation process is completed.

4. At the conclusion of this litigation and the implementation process, whether by trial, settlement or otherwise, the confidential information subject to this agreement as well as copies thereof shall be returned to the insurers for disposal. However, Claimants'

attorneys may retain documents which they deem necessary to protect themselves against potential claims for professional negligence or misconduct. Any and all documents retained by Claimants' attorneys shall be placed under seal and shall not be reproduced, disseminated or otherwise communicated to any person except in connection with a defense to a claim for professional negligence or misconduct. Even when defending against such a claim, Claimants' attorneys shall prudently guard against the unwarranted dissemination of the confidential information. Further, any and all documents retained by Claimants' attorneys shall be destroyed after a reasonable period of time.

DATED this _____ day of _____, 2005.

Stephen D. Roberts

Monte D. Beck

Lon J. Dale

APPROVED as to form and content and SO ORDERED on this _____ day of 2005.

Hon. Mike McCarter
Workers' Compensation Judge