

JAN 10 2007

CONFIDENTIALITY AGREEMENT

OFFICE OF
WORKER'S COMPENSATION JUDGE
HELENA, MONTANA

THIS ~~CONFIDENTIALITY~~ CONFIDENTIALITY AGREEMENT is entered into this ^{5th} day of January, 2006, by MONTE BECK, LON DALE and STEPHEN ROBERTS ("Claimants' attorneys") for purposes of maintaining and insuring the confidentiality of information revealed to Claimants' attorneys during the course of litigation *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 *Rausch* and

WHEREAS, as part of the implementation process, Claimants' attorneys and their designated agents and health care providers are requesting permission to examine and review confidential Information maintained by American Home Assurance Company, Insurance Company of the State of Pennsylvania, and National Union Fire Insurance Company of Pittsburgh, Pa:

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 health care providers 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, and used by them solely for the purposes of enforcing the common fund created in *Rausch*.

3. 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 5th day of January 2006.

Monte Beck 12/22/06
MONTE BECK

Monte Beck for
LON DALE

Monte Beck for
STEPHEN ROBERTS

APPROVED as to form and content and so ORDERED this 10th day of January 2006.

Jeremiah Shea
Honorable Jeremiah Shea
Workers' Compensation Judge