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**FILED**

FEB 16 2010

OFFICE OF  
WORKER'S COMPENSATION JUDGE  
HELENA, MONTANA**IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA**

WCC No. 2001-0300

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**CASSANDRA SCHMILL,****Petitioner,**

v.

**LIBERTY NORTHWEST INSURANCE CORP.,****Respondent/ Insurer,**

and

**MONTANA STATE FUND,****Intervenor.**

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**CONFIDENTIALITY AGREEMENT AND ORDER**

THIS CONFIDENTIALITY AGREEMENT is entered into this 4 day of January, 2010, by Laurie Wallace (hereinafter Claimant's attorney), for purposes of maintaining and ensuring the confidentiality of information revealed to Claimants' attorney in the instant case.

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' attorney, and her designated agents, health care providers and certified rehabilitation counselors during the course of this litigation shall not be reproduced, disseminated or otherwise communicated by Claimants' attorney and her designated agents and health care providers and certified rehabilitation counselors or by any person acting on behalf of Claimants' attorney 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' attorney, her agents and health care providers, certified rehabilitation counselors or members of her law firm, and used by her solely for the purposes of enforcing the common fund declared by the Montana Supreme Court.

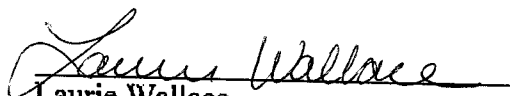
3. All other information in the file that does not fall under the definition of confidential information is nevertheless subject to the terms and conditions of this confidentiality agreement. This information will be made available only to Claimants' attorney and her agents as part of the file review process and may not be copied, in whole or in part, in any form and may not be disseminated to anyone through any media by her.

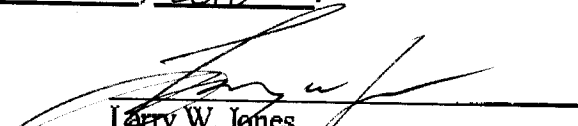
4. It is understood that the term "health care providers" referenced in this agreement includes medical experts who can review impairment determinations and, further, that a Court order is not necessary to have confidential documents obtained pursuant to this agreement to be reviewed by health care providers.

5. Claimants' attorney will have the health care providers reviewing any documents provided Claimant's attorney pursuant to this agreement sign an agreement incorporating the confidentiality, privacy and non-disclosure requirements as set forth in this Confidentiality Agreement.

6. 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 insurer. However, Claimants' attorney may retain documents which she deems necessary to protect himself against potential claims for professional negligence or misconduct. Any and all documents retained by Claimants' attorney 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' attorney shall prudently guard against the unwarranted dissemination of the confidential information. Further, any and all documents retained by Claimants' attorney shall be destroyed after a reasonable period of time.

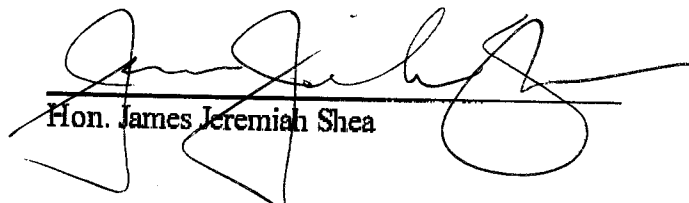
DATED this 4 day of January, 2010.

  
Laurie Wallace

  
Larry W. Jones  
Attorney for Respondent/ Insurer

ORDERED in Helena, Montana, this 19th day of February, 2010.

(SEAL)

  
Hon. James Jeremiah Shea