

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, sc.

SUPERIOR COURT

ST. JOSEPH HEALTH SERVICES OF
RHODE ISLAND, INC.,

vs.

No. PC-2017-3856

ST. JOSEPHS HEALTH SERVICES OF
RHODE ISLAND RETIREMENT PLAN, as
amended

**STIPULATION AND ORDER FOR THE
PROTECTION AND EXCHANGE OF CONFIDENTIAL INFORMATION**

It is hereby stipulated and agreed by the undersigned parties that:

1. On November 2, 2017, special counsel to the court appointed receiver and receivership estate ("Special Counsel") served a subpoena ("Subpoena") on the registered agent for the Roman Catholic Bishop of Providence, a corporation sole ("RCB").
2. RCB has identified documents that are responsive to the Subpoena, but contain personal identifying information (meaning social security numbers and other information of a non-public nature) of present and former employees of St. Joseph Hospital, Our Lady of Fatima Hospital, and/or St. Joseph Health Services of Rhode Island (the "Confidential Information"). Such documents include, but are not limited to, the Election of Benefits forms discussed at the December 5, 2017 hearing.
3. Because of the sensitivity of the information in these documents, RCB and Special Counsel agree that these documents should be produced pursuant to a protective order.
4. Accordingly, RCB may produce the Election of Benefits forms and any other responsive documents containing Confidential Information (as defined in this order) by stamping such materials as "RCB-Confidential."

5. The Confidential Information stamped "RCB-Confidential" may only be disclosed to the following persons or entities:

- (a) The Court and court personnel, in accordance with Paragraphs 6 and 7 hereof;
- (b) Special Counsel, counsel to RCB, and employees of such counsel;
- (c) Any person who authored or previously received the Confidential Information through lawful means other than from RCB through the discovery process in these proceedings;
- (d) Court reporters and videographers engaged for depositions;
- (e) Witnesses and deponents;
- (f) Experts or consultants (and the necessary staff thereof), to the extent deemed necessary by counsel;
- (g) Support vendors retained for photocopying, bates labeling, indexing of documents, graphics or design services; and
- (h) Any other person RCB agrees in writing may view the Confidential Information, or upon order of the Court.

6. Prior to reviewing, seeing, or receiving Confidential Information, all persons specified in Paragraphs 5(f) or 5(g) will read a copy of this Stipulation and Order and execute an Undertaking in the form of Exhibit 1 annexed hereto, except that persons specified in Paragraph 5(g) need not do so if agreed to by RCB. Counsel of record shall retain in their possession all executed Undertakings until final disposition of these proceedings.

7. Special Counsel shall not place in the record in this proceeding any item containing Confidential Information without first redacting any personal identifying information of a non-public nature (including, without limitation, social security numbers of present and former

employees), or without agreement of RCB as to reasonable procedures to protect the Confidential Information, or by order of the Court. To the extent that Special Counsel seeks to disclose or identify Confidential Information, Special Counsel will confer with RCB to establish a protocol acceptable to the Court for filing an on-the-record discussion of that Confidential Information that will not publicly disclose the content of that Confidential Information.

8. No pleadings or other documents that contain Confidential Information are to be filed with the clerk without first redacting the Confidential Information or filing a motion to seal requesting that the Confidential Information be maintained under seal pursuant to Rule 8 of the Supreme Court Rules Governing Electronic Filing.

9. At the conclusion of these proceedings, including any appeal of a final order by the Court or the complete settlement of all claims that may be asserted, Special Counsel and/or RCB may move the Court for an order addressing the post-conclusion treatment of Confidential Material.

10. This Stipulation and Order shall be applicable to and binding upon any individual or entity who agrees in writing to be subject to the terms of this Stipulation and Order.

11. Nothing in the foregoing shall control or govern the use of evidence at trial or prejudice in any way the rights of any party to object to the authenticity or admissibility into evidence of any document, testimony or other evidence that is subject to this Stipulation and Order.

12. This Stipulation and Order may be subject to further modification by order of the Court, on the Court's own initiative, or upon motion by any party or person having an interest affected by this Stipulation and Order for good cause shown.

13. If Confidential Information in the possession of Special Counsel is subpoenaed or otherwise requested by any court, administrative or legislative body, or any other person purporting to have authority to subpoena or request such information, Special Counsel shall give written notice of

the subpoena or request to counsel for RCB five (5) business days prior to the time when production of the information is required. In the event that the subpoena/request purports to require production of such Confidential Information on less than five (5) business days' notice, Special Counsel shall give immediate telephonic notice of the receipt of such subpoena or request, and forthwith deliver by hand, email, or facsimile a copy thereof, to counsel for RCB. Absent a further court order to the contrary, Special Counsel may comply with the subpoena or request.

14. If RCB discovers from any source that it produced a document that should have been designated as "RCB-Confidential" but was not, then RCB may thereafter designate and produce that document as "RCB-Confidential" in accordance with Paragraph 4.

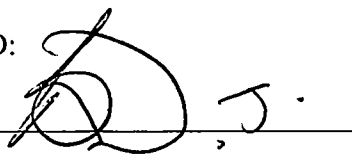
15. In the event that Confidential Information is disclosed to someone not authorized under the terms of this Order to receive such information after the time at which such information is designated as Confidential Information, Special Counsel shall (i) immediately inform counsel for RCB describing the circumstances surrounding the unauthorized disclosure and (ii) make every reasonable effort to retrieve the Confidential Information and to prevent disclosure by each unauthorized person who received or possesses such Confidential Information. In the event that RCB, after initial production or disclosure, subsequently designates information as Confidential Information, Special Counsel shall make reasonable efforts to request that all copies of any such subsequently designated Confidential Information that has already been disclosed to persons not enumerated in paragraph 5 be returned to Special Counsel or destroyed.

16. Special Counsel shall maintain documents and other materials containing Confidential Information in secure and safe locations, e.g. secure and safe electronic discovery platforms.

17. The binding effect of this Stipulation and Order shall survive the termination of these proceedings and the Court shall retain jurisdiction to enforce or modify the Stipulation and Order.

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ORDERED:



Stern, J.
Dated:

ENTERED:

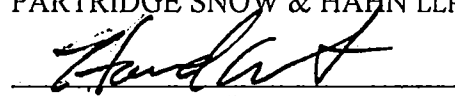


Dep. Clerk
Dated: 1/5/18

**NON-PARTY ROMAN CATHOLIC
BISHOP OF PROVIDENCE,
A CORPORATION SOLE**

By its attorneys,

PARTRIDGE SNOW & HAHN LLP

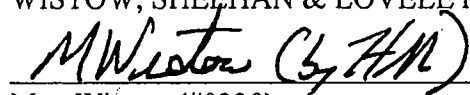


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Tel.: 401-861-8200
Fax: 401-861-8210
hm@psh.com; egb@psh.com
Date: January 5, 2018

THE RECEIVERSHIP ESTATE

By its attorneys,

WISTOW, SHEEHAN & LOVELEY, PC



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mwistow@wistbar.com
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Date: January 5, 2018

CERTIFICATE OF SERVICE

I hereby certify that, on the 5th day of January, 2018:

I filed and served this document through the electronic filing system on all parties registered therein to receive notice in this case.

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The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

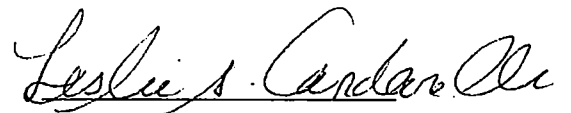


EXHIBIT 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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No. PC-2017-3856

ST. JOSEPHS HEALTH SERVICES OF
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amended

UNDERTAKING

The undersigned, whose assistance is requested in these proceedings declares and states as follows:

1. I have read the attached Stipulation and Order, dated January 2, 2018, concerning documents defined as confidential information (the "Confidential Information"), understand its contents and hereby agree to comply therewith and to be bound thereby. In addition, I consent to the jurisdiction of the Rhode Island Superior Court for the purposes of enforcement of the Stipulation and Order.
2. I agree to use the Confidential Information only for purposes of assisting in these proceedings, including claims asserted in connection with the St. Joseph Health Services of Rhode Island Retirement Plan, and for no other purpose.
3. I agree to retain all of the Confidential Information in a secure manner and in accordance with the terms of the Stipulation and Order. I also agree not to make copies of any of the Confidential Information except in accordance with the Stipulation and Order. I further agree not to communicate the Confidential Information to any person or entity not qualified to receive it under the terms of the Stipulation and Order.

4. Upon request of counsel for the party that retained me, I agree to promptly return, or certify that I have destroyed, all of the Confidential Information and all copies of the same at the conclusion of these proceedings.

5. I agree to comply with all other provisions of the Stipulation and Order.

6. I acknowledge that failure on my part to comply with the provisions of the Stipulation and Order may be punishable by contempt of court and may render me liable to any party, person, or entity damaged thereby.

Executed on _____.

Name: _____ (print or type)

Signature: _____

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