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Counsel for Plaintiffs

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

ST. LUKE'S HEALTH SYSTEM, LTD; ST.
LUKE'S REGIONAL MEDICAL CENTER,
LTD; CHRIS ROTH, an individual;
NATASHA D. ERICKSON, MD, an
individual; and TRACY W. JUNGMAN, NP,
an individual,

Plaintiffs,

vs.

AMMON BUNDY, an individual; AMMON
BUNDY FOR GOVERNOR, a political
organization; DIEGO RODRIGUEZ, an
individual; FREEDOM MAN PRESS LLC, a
limited liability company; FREEDOM MAN
PAC, a registered political action committee;
and PEOPLE'S RIGHTS NETWORK, a
political organization and an unincorporated
association,

Defendants.

Case No. CV01-22-06789

**CONFIDENTIALITY AGREEMENT
AND STIPULATION FOR ENTRY OF A
QUALIFIED PROTECTIVE ORDER**

The undersigned agree as follows:

1. During the course of this litigation, a party or third-party may produce or disclose documents, materials, and information (collectively, "Information") which are confidential, proprietary, trade secret, competitively sensitive, and/or contain personal information, including personal health information as contemplated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Similarly, such Information may be disclosed by written discovery, deposition testimony, or in other filings with the Court. Accordingly, the parties submit this Confidentiality Agreement and Stipulation for Entry of a Qualified Protective Order (the "Order") for the approval and enforcement of the Court and hereby agree as follows:

2. All Information produced in this litigation and designated as "Confidential" as provided below shall be used solely for the purpose of this litigation and will not be used or disclosed outside of this litigation. Any person receiving such Information designated as Confidential shall restrict its disclosure to persons authorized to receive the Information designated as "Confidential" pursuant to this Order. A Confidential designation is applicable to all copies and reproductions of any Information. Nothing herein shall be deemed to restrict the right of the producing party or third-party to use its own Information that it has designated as Confidential as it chooses. Nothing in this Order requires any party or third-party to produce Information the party or third-party believes is privileged or otherwise non-discoverable. By agreeing to this Order, the parties do not waive any right to object to any discovery request, to object to the admission of evidence on any ground, to seek further protective order, or to seek relief from the Court from any provision of this Order.

3. Purpose of this Order. The parties intend this Order to facilitate the production and disclosure of Information in discovery, while concurrently protecting Confidential

Information. Nothing in this Order limits any party's or third-party's obligation to produce or disclose Information under the Rules of Civil Procedure.

4. Definition of Confidential Information: A producing party or third-party may designate as Confidential such Information which the producing party or third-party reasonably believes in good faith constitutes, contains, or reflects personal health information, financial information about a party or other person, personnel information, proprietary, trade secret, and/or competitively sensitive business information, or other information that is not generally known to the public.

5. Designating Information as Confidential: All or any part of a document, item, testimony, or other Information disclosed, produced, or filed in this litigation may be designated as Confidential by marking the word "Confidential" on the document. Oral testimony may be designated as Confidential during the deposition or proceeding, with reasonable precision as to the affected testimony, or within seven (7) business days after receipt of the transcript of such deposition or proceeding by sending written notice designating, by page and line, the portions of the transcript of the deposition or other testimony to be treated as Confidential. All or any part of responses to interrogatories or to requests for admission or for production of documents may be designated as Confidential on the face of the response and each page so designated.

In addition to the foregoing, the parties agree that any personal health information obtained pursuant to a medical release or court order, whether such release is executed by a party to this litigation or by a third party, shall be automatically designated Confidential. After any such personal health information is obtained pursuant to a medical release or court order, the parties shall mark the word "Confidential" on the protected documents.

6. Challenging a Designation: The parties may challenge at any time the propriety of a designation of Information as Confidential. Before seeking relief from the Court, the parties shall attempt to meet and confer in order to resolve the dispute informally and in good faith. If the parties are unable to resolve such dispute, it shall be submitted to the Court. The Information shall be treated as Confidential pending resolution of the challenge.

7. No Implied Acknowledgement of Confidentiality: Compliance with the terms of this Order, production or receipt of Information designated Confidential, and/or allowing Information to be designated Confidential shall not in any way operate as an admission that any particular Information is Confidential. Failure to challenge the designation of Information as Confidential does not preclude a subsequent challenge. The designation of Information as Confidential does not create a presumption in favor of or against that designation.

8. Access to Information Designated Confidential: Access to Information designated Confidential is restricted to the following persons:

- (a) Counsel of record for the respective parties, including office associates, paralegals, stenographic and clerical employees;
- (b) The parties to this action;
- (c) Experts (including their employees, associates, and/or support staff) who are employed, retained or otherwise consulted by counsel or a party for the purpose of analyzing data, conducting studies, or providing opinions to assist in any way in the litigation. Information designated Confidential that is accessed by experts shall be limited to documents that the experts reasonably need to review in their roles as experts;
- (d) Electronic imaging and/or computer litigation support personnel retained by one or more of the parties in this litigation or by the parties' counsel;

(e) The Court and its personnel, including clerks, stenographic reporters and videographers who record depositions or other testimony in this litigation; and

(f) Outside photocopying services, graphic production services, or litigation support services employed by the parties or their counsel to assist in this litigation.

Counsel or the Party shall inform each person to whom they disclose or give access to the other party's Information designated Confidential of the terms of this Order, as well as the obligation to comply with its terms. Any Expert receiving Confidential Information must sign an acknowledgment that they are aware of the Order and promise to comply with the requirements of the Order.

9. Depositions: To the extent depositions occur in this litigation, persons may be deposed regarding Information of which they have knowledge which have been designated Confidential. Any court reporter who transcribes testimony in this action at a deposition shall be made aware, that all testimony containing Confidential Information is and shall remain Confidential and shall not be disclosed except as provided in this Order and that copies of any transcript, reporter's notes or any other transcription records of any such testimony will be retained in absolute confidentiality and safekeeping by such court reporter or delivered to attorneys of record.

10. Previously Produced Information: This Order does not affect the right of the parties or third-parties to designate as Confidential any Information which has been produced prior to the entry of this Order. Any disclosure of such Information prior to its designation as Confidential shall not be deemed a violation of this Order. This Order shall not prejudice the right of the parties or third-parties to designate as Confidential the Information a party or third-party has inadvertently produced without the sought designation.

11. Conclusion of Proceedings: Within sixty (60) days following termination of this litigation by settlement, final judgment, or otherwise (including any appeals):

(a) All Information subject to the provisions of this Order shall be destroyed or delivered to counsel of the producing party or third-party; and

(b) To the extent any Information designated Confidential is destroyed, counsel for the destroying party shall so represent in writing to counsel for the producing party or third-party.

12. Jurisdiction and Enforcement: Any person to whom Information designated Confidential is disclosed shall be subject to the jurisdiction of the Court for purposes of determining, assuring, and adjudging such person's compliance with this Order. This jurisdiction shall survive the termination of this litigation. Any party or other person subject to this Order who violates its provisions shall be liable for damages for any injuries or loss suffered by the producing party as a result of such violation. Any party subject to this Order who violates its provisions shall additionally be subject to sanctions and/or contempt.

13. This Order and the agreement embodied herein shall survive the termination of this litigation and continue in full force and effect.

IT IS SO STIPULATED.

DATED: March ___, 2023.

HOLLAND & HART LLP

By: /s/Erik F. Stidham

Erik F. Stidham

Jennifer M. Jensen

Zachery J. McCraney

Counsel for Plaintiffs

DATD: March ___, 2023.

Diego Rodriguez

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of March, 2023, I caused to be filed via iCourt and served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Ammon Bundy for Governor
P.O. Box 370
Emmett, ID 83617

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Ammon Bundy for Governor
c/o Ammon Bundy
4615 Harvest Ln.
Emmett, ID 83617-3601

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Ammon Bundy
4615 Harvest Ln.
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- U.S. Mail
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- Overnight Mail
- Email/iCourt/eServe:

People's Rights Network
c/o Ammon Bundy
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Emmett, ID 83617-3601

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People's Rights Network
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- U.S. Mail
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- Overnight Mail
- Email/iCourt/eServe:

Freedom Man Press LLC
c/o Diego Rodriguez
1317 Edgewater Dr. #5077
Orlando, FL 32804

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Boise, ID 83714

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freedommanpress@protonmail.com

/s/ Erik F. Stidham

Erik F. Stidham
OF HOLLAND & HART LLP

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