STATE OF MICHIGAN
IN THE COURT OF CLAIMS

SUVARCHALA DEVI CHIRAVURI,

Plaintiff,

Case No. 24-000023-MZ

v.

Hon. Randy J. Wallace

UNIVERSITY OF MICHIGAN BOARD OF REGENTS, and GEORGE MASHOUR, University of Michigan Chair of Anesthesiology, and LORI RIEGGER, Service Chief of Pediatric Anesthesiology, *sued in their official capacities,*

Defendants.

STIPULATED PROTECTIVE ORDER

WHEREAS, parties and non-parties to this action ("Litigation"), have been or may be requested in the course of discovery or other proceedings to produce or disclose testimony, documents, or other information ("Discovery Material") that they consider private, confidential, or proprietary; and

WHEREAS, Plaintiff and Defendants have agreed, by their undersigned attorneys, to set forth procedures for, and rules governing, the use of such Discovery Material;

1. IT IS ORDERED that all Discovery Material produced in the Litigation shall be used solely for purposes of the Litigation and for no other purpose.

2. If, in the course of discovery or other proceedings in this action, Defendants or Plaintiff or any party to the Litigation, or any third party discloses Discovery Material it deems private, confidential, or proprietary, the producing entity may designate such Discovery Material as "Confidential." For documents containing particularly sensitive confidential, personal, proprietary, or trade secret information whose disclosure could cause competitive, personal, or

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other serious injury to the producing party or a third-party, the producing party may designate those documents with the words "Confidential – Attorneys' Eyes Only." Discovery Material designated as "Confidential" or "Confidential – Attorneys' Eyes Only" and all copies, summaries, or extracts thereof, shall be referred to herein as "Confidential Material," and shall be subject to all the terms of this Stipulated Protective Order ("Order").

3. Discovery Material may be designated Confidential by stamping each page of the document with the legend "Confidential" or "Confidential – Attorneys' Eyes Only." In the case of an electronic document, a producing party may append to that document the appropriate designation that does not alter the metadata associated with the document, or may place the appropriate designation mark on the outside of the medium (whether disc, hard drive, etc.) containing the document.

4. Deposition testimony may be designated Confidential by so indicating orally on the record during the deposition, or by subsequent designation in writing. Deposition transcripts shall be temporarily deemed Confidential for a period of 21 days from the date all Parties have received the transcript and exhibits. If a Party seeks to designate all or part of the deposition transcript as Confidential, the designating Party shall give notice of the designation in writing. Following the expiration of the 21-day period from receipt of the transcript and exhibits, those portions of the transcript and exhibits that were not designated as Confidential during the 21-day period will no longer be deemed as such. The designated pages of the transcript of any such deposition shall be marked by the court reporter with the legend "Confidential – Subject To Protective Order."

5. A non-producing party may also designate any Discovery Material not already designated "Confidential" or "Confidential – Attorneys' Eyes Only" as if it were a producing party.

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The non-producing party shall accomplish such designation by notifying all parties in writing of the specific item so designated.

6. Any person in possession of Confidential Material shall maintain it in a secure manner so as to avoid disclosure of its contents in any manner not permitted by this Order.

7. Except as provided in paragraphs 8 through 11 below, Confidential Material shall not be disclosed without prior written consent of the designating party.

8. Subject to paragraph 9, material designated "Confidential" may be disclosed only to the extent reasonably necessary for the conduct of the Litigation and only to the following:

a) the Court (including any appellate court) and Court personnel;

b) court reporters in connection with the taking of a deposition or the transcription of court proceedings;

c) attorneys (including in-house and outside counsel) of the parties to the Litigation (or the corporate parent of a party to the Litigation) who are directly involved in the Litigation and such attorneys' employees who are directly involved in the Litigation.

d) parties to the Litigation and officers, directors, regents, trustees, and employees of a party to the Litigation who are directly involved in assisting or supervising the attorneys, officers, or employees in connection with the Litigation.

e) the creator and addressees of such Confidential Material and persons who received a copy thereof independent of its production in the Litigation;

f) anticipated and actual fact witnesses other than the parties to the Litigation, provided that counsel has a good-faith basis to disclose such information to such witness; and

g) experts, advisors, consultants, and other persons engaged to assist directly in the Litigation.

9. Notwithstanding any other provision of this Order, material designated "Confidential" may also be disclosed to University employees, agents, attorneys, and other individuals involved in, and used during the course of, any University investigations or administrative proceedings involving Plaintiff.

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10. Notwithstanding paragraphs 8 and 9, any Discovery Material designated as "Confidential – Attorneys' Eyes Only" shall not be delivered, exhibited, furnished, or disclosed in whole or in part to any person, firm, entity, or organization except to those individuals or entities described in paragraphs 8(a), (b), (c), and (g). Additionally, such material may be disclosed to a witness at deposition who agrees on the record to be bound by this Order and either authored the document or information in question or has a need to know or be shown the document or information in the course of providing testimony. For the avoidance of all doubt, the receiving party shall not receive, be informed of, or have access to Discovery Material designated "Confidential – Attorneys' Eyes Only" except pursuant to the prior written consent of the producing party or by Court Order, nor shall any party present at a deposition receive or have access to Discovery Material designated "Confidential – Attorneys' Eyes Only."

11. Prior to disclosure of Confidential Material to any person specified in paragraphs 8(d), 8(g), and 9 above, counsel for the party proposing to make such disclosure shall ensure that a copy of this Order has been delivered to such person. With respect to persons specified in paragraph 8(e), 8(f), and 8(g) above, any testimony concerning Confidential Material shall itself be deemed Confidential Material.

12. In the event that counsel for any signatory to this Order at any time believes that Confidential Material should cease to be so designated, such counsel shall so notify counsel for the designating party. Counsel for the challenging and designating parties shall confer in good faith within fourteen calendar days of such notification in an effort to resolve the matter by agreement. If agreement is not reached within fourteen calendar days thereafter, the designating party shall have the burden of moving and may move upon proper notice to obtain an appropriate

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protective order. In the event that such a motion is made, any disputed Confidential Material shall remain subject to and protected by this Order until such motion is resolved.

13. Subject to the Michigan Court Rules, materials protected by this Order may be offered in evidence at trial or at any court hearing subject to such protective measures as may be directed by this Court. Compliance with the terms of the Order shall not be deemed an admission that any Discovery Material is not otherwise protected from disclosure or admissible in evidence and shall not constitute a waiver of the right of any person to object to the production of any Discovery Material for any reason whatsoever.

14. This Order shall have no effect upon a designating party's use of its own Confidential Material.

15. The inadvertent failure to designate Discovery Material "Confidential" or "Confidential – Attorneys' Eyes Only" shall be corrected by supplemental written notice to the receiving party as soon as practicable, and the receiving party shall make all reasonable efforts to retrieve all copies, if any, of such documents disclosed to persons other than as provided in paragraphs 8 through 10 hereof and to prevent further use or disclosure of Confidential Material contained therein by such persons.

16. The inadvertent production of any Discovery Material in this action shall not prejudice any claim that such Discovery Material is protected from discovery by the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege, and no person shall be held to have waived any rights by such inadvertent production. Any Discovery Material inadvertently produced and subsequently made subject to a claim of privilege or work-product shall immediately be returned to the producing person, and all copies or summaries thereof immediately destroyed, and such Discovery Material shall not be used or introduced into evidence

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in this or any other proceeding by any person (including, but not limited to, in connection with any motion regarding whether the Discovery Material is protected by the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege), nor will such Discovery Material be subject to production in any other proceeding by virtue of the fact that it was inadvertently produced in this Lawsuit. The production of any Discovery Material in this Lawsuit, which, absent such production, would have been in whole or in part privileged under the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege, will not waive the privilege or the attorney work-product doctrine as to any material not produced, regardless of its subject matter.

17. If any person in possession of Confidential Material is served with any legal process or other request seeking production of such material, such person shall give the designating party (a) prompt written notice of the receipt of such request; (b) a copy of any proposed response to such request at least two business days prior to furnishing such response, and (c) written notice of any hearing or other proceeding relating to such request at least five business days prior to such hearing or other proceeding (unless such person receives less than five business days' notice, in which event notice shall be given the same day as such person receives notice). Nothing herein shall be construed as requiring the person served with any legal process or other request seeking production of Confidential Material to refuse to comply with its legal obligations regarding such process or request. Nothing in this Order shall restrict or prevent any party from complying with its legal obligations under applicable law.

18. Nothing in this Order shall be deemed in any way to restrict the use of Discovery Material that is publicly available or has been legally obtained independent of formal discovery in

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the Litigation, whether or not the same material has also been obtained through formal discovery in the Litigation.

19. To the extent that there is any conflict between the terms of this Order and rules of the Court, the rules of the Court will govern.

20. In the event that any person shall violate or threaten to violate any of the terms of the Order, the aggrieved party may seek an appropriate remedy from the Court, and no signatory to this Order shall raise as a defense to a request for injunctive relief that the aggrieved party possesses an adequate remedy at law.

21. The terms of this Order shall be effective and the parties and their counsel shall be bound by the terms of this Order on the date the Order is signed by the parties' counsel.

22. The terms of this Order shall not terminate at the conclusion of the Litigation. Within 60 days from the final termination of this action, including any appeals, the parties and their counsel shall either (1) return all materials designated "Confidential" or "Confidential – Attorneys' Eyes Only" together with any and all copies, summaries and excerpts thereof, to counsel for the party producing such materials or (2) destroy all such materials and copies thereof and certify in writing to the counsel for the party producing such materials that they have been destroyed. In accordance with this paragraph, the parties and their counsel shall also return to counsel or destroy all extracts or summaries of Discovery Material designated "Confidential" or "Confidential – Attorneys' Eyes Only" except for those materials which in the reasonable, good faith judgment of counsel constitute attorney work product. Notwithstanding the foregoing, outside counsel for any party may maintain an archival copy of Discovery Material designated "Confidential" or "Confidential – Attorneys' Eyes Only."

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23. Prior to the time this Order is entered by the Court, Confidential Material shall be subject to the terms of this Order to the same extent as though the Order has been entered by the Court.

24. This Order does not authorize the filing of any documents or other matter under seal. Documents or other matter may be sealed only if authorized by statute, rule, or order of the Court. A party seeking to file such items under seal shall file and serve a motion or submit a proposed stipulated order that sets forth:

a) the authority for sealing;

b) an identification and description of each item proposed for sealing;

c) the reason that sealing each item is necessary;

d) the reason that means other than sealing are not available or unsatisfactory to preserve the interest advanced by the movant in support of sealing;

e) a memorandum of legal authority supporting sealing.

25. The following procedures apply to the filing of Confidential Materials:

a) If a party seeks to have Confidential Material that it produced or designated as "Confidential" or "Confidential – Attorneys' Eyes Only" filed under seal, then that party is required to file an appropriate motion in accordance with Paragraph 24.

b) If a party intends to file Confidential Material with the Court that another party produced or designated as "Confidential" or "Confidential – Attorneys' Eyes Only" then it shall inform the party who produced or designated the Confidential Material as "Confidential" or "Confidential – Attorneys' Eyes Only" 14 days prior to filing so that the producing or designating party may file an appropriate motion for a protective order or in accordance with Paragraph 24. If no such motion is filed within 14 days, then the material may be filed in the traditional manner.

26. This Order is subject to modification at any time upon further stipulation of the parties or pursuant to an order of this Court.

IT IS SO ORDERED

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May 11, 2026

Hon. Randy J. Wallace
Court of Claims Judge

APPROVED AS TO FORM AND CONTENT;
NOTICE OF ENTRY WAIVED

/s/ David A. Nacht (with permission)
David A. Nacht (P47034)
Fabiola A. Galguera (P84212)
NACHTLAW, P.C.
Attorneys for Plaintiff
501 Avis Drive, Suite 3
Ann Arbor, MI 48108
(734) 663-7550
dnacht@nachtlaw.com
fgalguera@nachtlaw.com

/s/ Brian M. Schwartz
Brian M. Schwartz (P69018)
Frances J. Hollander (P82180)
MILLER, CANFIELD, PADDOCK & STONE, P.L.C.
Attorney for Defendant s
150 W. Jefferson, Ste. 2500
Detroit, MI 48226
(313) 963-6420
schwartzb@millercanfield.com
hollander@millercanfield.com

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