STATE OF MICHIGAN
COURT OF CLAIMS

NORTHCARE NETWORK MENTAL HEALTH CARE ENTITY, NORTHERN MICHIGAN REGIONAL ENTITY, REGION 10 PIHP, AND COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN,

Plaintiffs,

v

STATE OF MICHIGAN, STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, A MICHIGAN STATE AGENCY, AND DIRECTOR, ELIZABETH HERTEL, IN HER OFFICIAL CAPACITY,

Defendants.

Case No.: 24-000198-MZ

HON. SIMA G. PATEL

STIPULATION AND PROTECTIVE ORDER REGARDING DISCOVERY DOCUMENTS

Christopher J. Ryan (P74053)
Gregory W. Moore (P63718)
Attorneys for Plaintiffs
Taft, Stettinius & Hollister, LLP
27777 Franklin Road, Suite 2500
Southfield, MI 48034
(248) 727-1553

Marissa Wiesen (P85509)
Heather L. Sneden (P71485)
Attorneys for Defendants
Assistant Attorneys General
Michigan Department of Attorney General
Health, Education & Family Services Division
P.O. Box 30758
Lansing, MI 48909
(517) 335-7603

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STIPULATION FOR PROTECTIVE ORDER REGARDING DISCOVERY DOCUMENTS

Plaintiffs and Defendants, by their respective counsel, recognize the confidential nature of various discovery documents, and stipulate that this Court enter the Protective Order Regarding Discovery Documents attached therein.

Dated: June 22, 2026

/s/ Christopher Ryan, w/ permission
Christopher Ryan (P74053)
Attorney for Plaintiffs
Taft, Stettinius & Hollister, LLP

Dated: June 22, 2026

/s/ Marissa Wiesen
Marissa Wiesen (P85509)
Attorney for Defendants
Michigan Dep't of Attorney General

PROTECTIVE ORDER REGARDING DISCOVERY DOCUMENTS

This matter having come before the Court on the parties' Stipulation for Protective Order Regarding Discovery Documents, the Court directs that documents produced by either party in this litigation either voluntarily or pursuant to Court Order shall be subject to the conditions set forth in the enumerated paragraphs below:

1. Any document, information, or thing may be designated "Confidential" if the producing party determines in good faith that it (a) contains confidential, competitively sensitive, or proprietary information that is not readily ascertainable through lawful means by the public, (b) that, if disclosed publicly, would likely

cause oppression, competitive disadvantage, infringement of privacy rights established by statute or regulation, or infringement of confidentiality requirements established by statute or regulation, (c) is or contains information subject to a confidentiality agreement, (d) is or contains Protected Health Information as defined by 45 CFR § 160.103, or (e) that if used for purposes other than those authorized by this Order could cause oppression or competitive disadvantage.

2. Any documents marked "Confidential" when produced will not, without leave of the Court, be disclosed, or the content communicated in any way to anyone other than for purposes of this proceeding to: (1) this Court, provided that any documents filed are done so under seal as provided below; (2) counsel for the parties in this action and their paralegal and clerical assistants; (3) expert witnesses, provided such persons have signed a copy of this order to indicate that they have read this stipulation and protective order and agree to be bound by its terms; (4) deponents, however no deponent will be allowed to retain a copy of any document designated as "Confidential;" (5) the parties and/or their employees and/or agents, to the extent that involvement with this action is part of their job duties and/or otherwise needed; (6) mediators, facilitators, and/or case evaluators; (7) any court reporter employed in this case; (8) ESI vendors/hosts; and, (9) in accordance with paragraph 8 of this Protective Order.

3. The parties will notify each other as to the materials that are to be designated as "Confidential" as they are produced by placing the appropriate designation of "Confidential" on the material. If a document is inadvertently produced which should have been designated, and treated as, "Confidential," the

disclosing party shall provide the other party notice of the same as soon as possible. Upon notification, the parties shall treat the document as "Confidential" and subject to terms of this Protective Order.

4. A producing party may designate documents, information, or things disclosed at a deposition as "Confidential" on the record during the deposition. All transcripts of testimony so designated on the record will remain "Confidential" only for a period of 30 days unless, within such 30 days, the designating party or another party notifies all other parties in writing of the specific pages and lines so designated as "Confidential."

A. If a producing party designates such materials as "Confidential" on the record, the court reporter shall indicate on the cover page that the transcript includes "Confidential" information.

B. During the period in which such "Confidential" information is discussed during the deposition, any person present during the deposition, who is not authorized to receive such information under the terms of this Order shall be excluded from that portion of the deposition.

C. A non-producing party may designate documents, information, or things disclosed at a deposition as "Confidential" in the same manner as a producing party.

5. The inadvertent or unintentional disclosure by a producing party supplying confidential discovery material, regardless of whether such discovery material was designated as "Confidential" shall not be deemed a waiver in whole or in part of the producing party's claim of confidentiality with respect to the discovery

material disclosed, provided that the producing party making such inadvertent or unintentional disclosure notifies the receiving parties forthwith, but in no event later than thirty (30) days after it learns of such inadvertent or unintentional disclosure. If discovery material has been disclosed and is subsequently designated as "Confidential," the disclosing party shall make good faith efforts to preserve the "Confidential" nature of such discovery material and to obtain compliance with this Order from any person to whom such discovery material was disclosed.

6. Any party may challenge the propriety of the designation of specific material as "Confidential" by serving a written objection on opposing counsel, specifying the document(s) about which the objection is made and the grounds for the objection. The parties must promptly and informally attempt to resolve any such challenge in good faith. If the challenge is not resolved informally, then, after counsel's receipt of the written objection, either party may, on reasonable notice, move for appropriate ruling(s) from the Court. The document(s) in issue must be treated as confidential and subject to the restrictions of this stipulation and order unless and until the court orders otherwise.

7. This stipulation and order are intended solely to protect the confidentiality of the information and to facilitate the preparation and trial of the action and must not be construed in any way as an admission or agreement by any party that the designated disclosure actually constitutes or contains any privileged, confidential, or proprietary information under applicable law. Moreover, the parties recognize that there may be information sought in discovery of a highly private and confidential nature and that such information should be subject to discovery only

with greater restrictions than contained in this stipulation and order. Therefore, nothing contained in this Protective Order shall be deemed a waiver of the right to object to a request for discovery. Finally, disclosure of all or part of a document subject to this Protective Order does not act as a waiver of any exemption, affirmative defense, or legal argument against disclosure that may be raised by any party.

8. Subject to the rules of evidence, confidential documents, and/or the content thereof, may be offered in evidence at trial, subject to any applicable Scheduling Conference Order or Pretrial Order. Any party may move the Court for an order that the documents are to be examined only in camera or under other conditions that prevent unnecessary disclosure. On examination, the Court may determine what protection, if any, will be afforded the material at trial or hearing.

9. Any party to this action may request, and the opposing party may agree, that the provisions of this stipulation be waived for one or more of the confidential documents. Any such waiver must be in writing, must be signed by counsel, and must be limited to the document(s) specifically identified in such written waiver.

10. This Protective Order, insofar as it restricts the disclosure and use of a document, continues to be binding throughout and until the conclusion of this action, including all appeals. Within sixty (60) days of the conclusion of this action, including any appeals, all originals and reproductions of any materials designated as "Confidential" shall be destroyed at the request of the producing party; provided however, counsel for the parties may retain one complete set (including exhibits) of

pleadings and motion papers filed with the Court, and one complete copy of deposition testimony given in this action, in addition to materials designated as "Confidential" in a secure location. Upon request, counsel for the receiving party shall provide written verification to the producing party that all other copies of such "Confidential" materials produced to the receiving party have been destroyed. Materials designated as "Confidential" that are in the custody of the Court are excluded from the terms of this paragraph.

11. Pursuant to MCR 1.109(D), MCR 1.109(G)(5)(d), MCR 2.302(C), and MCR 8.119(I)(8), documents designated as "Confidential" may be filed under seal without the necessity of filing a Motion to Seal under MCR 8.119.

12. Nothing in this Order shall preclude any party or their attorneys from:

A. Showing materials designated as "Confidential" to an individual who either prepared or reviewed the document or is shown by the document to have received the document.

B. Disclosing or using, in any manner or for any purpose, any information, documents, or things from the party's own files that the party itself designated as "Confidential."

C. Redacting information from documents produced in accordance with the discovery process, including information that is irrelevant to this action and would provide the opposing party with a business advantage over the producing party if it is produced. Nothing in this sub-section limits the opposing party from challenging such redactions before this Court.

13. If a party is served with a subpoena or similar process, from any person or entity whatsoever, directing that party to produce any materials designated as "Confidential" by another party, counsel for that party shall immediately give counsel for the designating party written notice of such service so that the designating party may seek a protective order or otherwise act to protect the confidentiality of the designated materials.

14. This Order shall not apply to (and a producing party may not designate as "Confidential") documents available to the public under the Freedom of Information Act.

15. The violation of any provision of this Protective Order may be deemed contempt of court, and the Court may impose appropriate sanctions in the event of violation of this Protective Order.

IT IS ORDERED.

Dated: June 26, 2026

Hon. Sima G. Patel (P69541)
Judge, Court of Claims