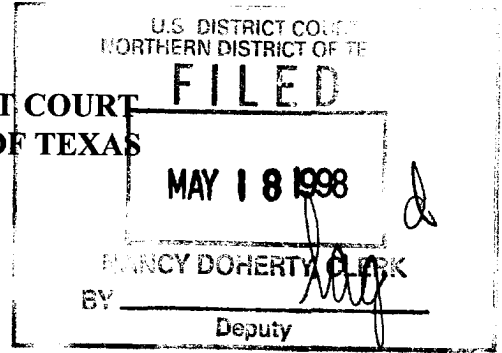


ctj
MAY 19 1998
ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION §
Plaintiff, §

v. §

FENYVES & NERENBERG, M.D.P.A., §
formerly d.b.a. MULTICARE FAMILY §
CLINIC, §
TEXAS HEALTHCARE NETWORK, §
d.b.a. MULTICARE FAMILY CLINIC, §
and COLUMBIA HCA, d.b.a. §
MULTICARE FAMILY CLINIC, §
Defendants. §

CIVIL ACTION NO. 3-97-CV2322-D

ENTERED ON DOCKET
MAY 19 1998 PURSUANT
TO F.R.C.P. RULES
58 AND 79a

STIPULATED PROTECTIVE ORDER

Plaintiff the Equal Employment Opportunity Commission (hereinafter referred to as "Plaintiff") and Defendants Fenyves & Nerenberg, M.D.P.A. ("F&N") and Texas Healthcare Network, Inc. ("THN"), through their counsel of record, hereby agree and stipulate as follows:

1. **Production of The Confidential Closing Binders.** In connection with responding to discovery requests in this matter, F&N has agreed to produce the closing binders reflecting the asset purchase that took place in December 1996 between West 9th Street Healthcare, Inc. and Nerenberg, Fenyves & Associates, M. D. P. A. and the merger that took place between Texas Healthcare Network, Inc. and West 9th Street Healthcare, Inc. (hereinafter "Confidential Closing Binders"). The parties acknowledge that the Confidential Closing Binders contain confidential information.

2. **Disclosure of the Confidential Closing Binders.** The Confidential Closing Binders shall *not* be furnished, shown or disclosed to any person *except*:

(i) Counsel of Record in this action and clerical, paralegal and other professional and clerical personnel employed by counsel of record who are assigned to assist in litigating this action (collectively referred to herein as “Support Staff”);

(ii) in-house counsel for any party;

(iii) outside experts and consultants retained specifically to assist in litigating this action by counsel of record in this action; and

(iv) the person(s) named on or in the Confidential Closing Binders as an author or as a prior recipient of the Confidential Closing Binders.

(v) Nothing herein precludes a party from presenting the Confidential Closing Binders, or any portion thereof, to any deponent during the course of the deponent’s deposition provided such portion of the deposition relating to or discussing same is marked “Confidential.”

3. **Parties’ Own Documents.**

Nothing herein shall prevent F&N or THN from disclosing to whomsoever they choose the Confidential Closing Binders.

4. **Procedure for Disclosure.**

Prior to being given access to the Confidential Closing Binders, any person qualified to receive such Confidential Closing Binders pursuant to this Order shall be informed of the provisions of this Order; shall read the provisions of this Order; and shall agree to be bound by the provisions of this Order.

5. **No Attribution of Authorization to Others.**

Any person, authorized pursuant to Paragraph 2 of this Order to have access to, and who has received, the Confidential Closing Binders shall not disclose said Confidential Closing Binders, or any portions thereof, to any person who is not authorized to receive said Confidential Closing Binders pursuant to the provisions of this Order.

6. **Use of Confidential Closing Binders.**

The Confidential Closing Binders, and information contained therein, shall be used for no purpose except the purpose of litigating this action, and shall not be disclosed except in accordance with this Order or pursuant to further order of this Court.

7. **Extracts and Summaries.** All extracts and summaries of the Confidential Closing Binders or any portion thereof shall also be treated in accordance with the provisions of this Order.

8. **Court Filings.** If the Confidential Closing Binders or any portion thereof are to be filed with the Court in connection with any pleading or other submission in connection with this case, the information shall be filed in a sealed envelope bearing the following legend:
CONFIDENTIAL DOCUMENTS SUBMITTED UNDER SEAL PURSUANT TO A
STIPULATED PROTECTIVE ORDER.

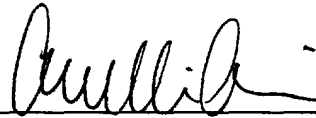
9. **Obligations of Parties Upon Conclusion of Action.** At the conclusion of this action, including any and all appeals, the EEOC shall destroy all copies of the Confidential Closing Binders, and any extracts or summaries within thirty (30) days, and shall provide counsel for F&N and counsel for THN with written confirmation that same has been completed.

10. **This Order to Remain in Effect After Termination of Action.**

The provisions of this Order shall survive and remain in full force and effect after the termination of this action.

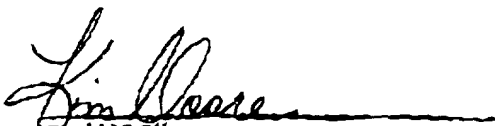
Dated: May 14, 1998

Respectfully submitted,



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*Attorneys for Equal Employment Opportunity
Commission*

The above provisions are hereby adopted as an Order of this Court.

Dated: May 18, 1998.



Judge Presiding