

JANE DOE NO. 1, et al,	:	IN THE
	:	
Plaintiffs,	:	CIRCUIT COURT
	:	
v.	:	FOR
	:	
JOHNS HOPKINS HOSPITAL, et al,	:	BALTIMORE CITY
	:	
Defendants.	:	Case No.: 24-C-13-001041
	:	
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

**ORDER**

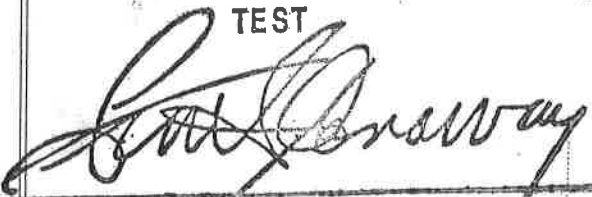
Upon consideration of the Plaintiffs' Motion for Appointment of a Steering Committee, it is this 20th day of October, 2013, hereby

ORDERED, that the Plaintiffs' Class will be represented by the following Steering Committee:

- |   |  |
|---|--|
| Chair:  | Jonathan Schochor and Schochor, Federico and Staton, P.A.    |
| Vice-Chair:                                   | Howard A. Janet and Janet, Jenner and Suggs, LLC             |
| Member:                                       | David E. Haynes and The Cochran Firm                         |
| Member:                                       | Gary A. Wais and Wais, Vogelstein & Forman                   |
| Minority Caseholders<br>Sub-Committee Member: | Andrew G. Slutkin and Silverman, Thompson, Slutkin and White |
| Minority Caseholders<br>Sub-Committee Member: | Thomas C. Cardaro and Cardaro & Peek, LLC                    |
| Minority Caseholders<br>Sub-Committee Member: | Stephen L. Snyder and Snyder & Snyder                        |
| Minority Caseholders<br>Sub-Committee Member: | A. Dwight Pettit and A. Dwight Pettit, P.A.                  |

Minority Caseholders  
Sub-Committee Member:

TEST



**FRANK M. CONAWAY, CLERK**

**Judge Sylvester B. Cox**  
Judge's Signature appears on the original document

JANE DOE NO. 1, JANE ROE NO. 1,  
JANE ROE NO. 2, and JANE ROE NO. 3

Plaintiffs,

v.

THE JOHNS HOPKINS HOSPITAL,  
JOHNS HOPKINS COMMUNITY  
PHYSICIANS, and  
JOHNS HOPKINS HEALTH SYSTEM  
CORPORATION

Defendants.

: IN THE  
:  
: CIRCUIT COURT  
:  
: FOR  
:  
: BALTIMORE CITY  
:  
: Case No.: 24-C-13-001041  
:

**ORDER CONDITIONALLY CERTIFYING A MANDATORY SETTLEMENT CLASS  
SOLELY TO FACILITATE SETTLEMENT DISCUSSIONS UNDER MARYLAND  
RULE 2-231(B)(1)(B), AND TEMPORARILY STAYING LITIGATION AGAINST  
JOHNS HOPKINS AND RELATED PARTIES**

Having reviewed the parties' Joint Motion for Conditional Class Certification  
Case No.: 24-C-13-001041 dated October \_\_, 2013 ("Joint Motion"), the Memorandum of Law  
in Support of the Joint Motion, and all other materials thereto, it is ORDERED on this 30<sup>th</sup> day of  
October 2013 that:

1. Pursuant to Maryland Rule 2-231(c), Case No.: 24-C-13-001041 (as consolidated with Case No. 24-C-13-001251) is conditionally certified as a consolidated class action under Maryland Rule 2-231(b)(1)(B) for purposes of settlement negotiations.
2. The settlement class shall be maintained as a mandatory class, known as the "LEVY Settlement Class", consisting of all persons or all such persons' personal representatives, heirs or assigns, wherever located, who have or may in the future have any claim against (1) Nikita A. Levy, M.D. ("Dr. Levy") or the Estate of Nikita A. Levy, or (2) The Johns Hopkins Health System Corporation, The Johns Hopkins Hospital or Johns Hopkins Community

Physicians (or any other person or entity affiliated with Johns Hopkins), arising out of, based upon, related to, or involving injuries and damages claimed as a result of the Dr. Levy's photographing or videotaping activities or boundary violations while he was an actual or apparent agent, servant, or employee of Johns Hopkins.

3. This Order shall be deemed to certify conditionally the class solely for purposes of settlement negotiations. After reviewing the Plaintiffs' consolidated Amended Complaint, the Parties' Joint Motion for Conditional Class Certification and the accompanying Memorandum of Law in support of the Joint Motion, the Court finds that the parties have met their burden of demonstrating that conditional certification of a settlement class is appropriate at this time.

4. Subject to further orders of the Court, plaintiffs Jane Doe No. 1, Jane Roe No. 1, Jane Roe No. 2, and Jane Roe No. 3 are designated as Representative Plaintiffs for the settlement class. The settlement class shall be represented by the Steering Committee appointed by the Court following consideration of the Plaintiffs' Motion for Appointment of a Steering Committee. Communications by counsel other than the Steering Committee to putative class members concerning these cases shall comply with Maryland Rule of Professional Responsibility 4.2.

5. Based on the materials submitted in support of the parties' Joint Application, the Court conditionally finds, only for purposes of permitting the parties to seek to negotiate a settlement, that:

- a. The LEVY Settlement Class is so numerous that joinder of all members is impracticable;

- b. There are questions of law or fact common to the LEVY Settlement Class;
- c. The claims of the Representative Plaintiffs are typical of the claims of the LEVY Settlement Class;
- d. The Representative Plaintiffs will fairly and adequately protect the interests of the LEVY Settlement Class and Plaintiffs' counsel is qualified to represent the settlement class;
- e. The assets of Johns Hopkins are protected from claims by the Maryland doctrine of charitable immunity, such that the assets available to satisfy any settlement are limited to Johns Hopkins' insurance coverage.
- f. As a result, the ongoing prosecution of separate actions by individual members of the LEVY Settlement Class would create a risk of adjudications with respect to individual LEVY Settlement Class members that would, as a practical matter, be dispositive of the interests of the other LEVY Settlement Class members not parties to these proceedings or substantially impair or impede their ability to protect their interests.

6. The class certification allegations of the Plaintiffs' Amended Complaint are hereby deemed amended to the extent necessary to conform to the class definition and the provisional findings set forth in paragraphs 1 and 2 above. Defendants are deemed to have denied all allegations of the Amended Complaint.

7. If a settlement is reached the parties shall notify the Court and shall seek approval of the settlement and final class certification (“Approval Date”), under procedures to be established by further order of this Court.

8. The Parties shall report to the Court on the status of the settlement negotiations within 180 days of the date of this Order. Thereafter, the Parties shall notify the Court of the status of their settlement discussions as directed by the Court.

9. If no settlement is reached, the parties shall notify the Court within fifteen (15) days following termination of their negotiations (“Termination Date”), and this Order shall be vacated automatically and shall be null and void, except that paragraphs 10 and 11 of this Order shall survive and remain in full force and effect. The Parties shall retain all of their respective rights, remedies, objections, arguments or defenses with respect to class certification and to the merits of these actions should the parties not reach a settlement.

10. No party shall use any factual or legal position asserted in support of this Order or this Order itself as an admission, judicial estoppel, as a finding or legal conclusion or otherwise, in any this or in any other proceeding, in the event the parties do not reach a settlement in this matter.

11. If no settlement is reached, there shall be a 180-day “Grace Period” beginning on the day that the conditional settlement class is dissolved. During the Grace Period, the Defendants shall not assert any statutes of limitations and/or statutes of repose applicable under common law, under federal, state or local statutory law, or any other time-related defenses, including laches, with respect to Plaintiffs’ claims here, other than a defense that the claim was already barred as of February 22, 2013, when Plaintiffs filed the first putative class action complaint. The Defendants reserve all applicable time-based defenses to any claim filed by a

member of the settlement class after the Grace Period ends. The Plaintiffs shall have preserved all causes of action, rights and remedies provided by law which were available to them as of February 22, 2013, the date on which the first class action complaint was filed, but nothing in this Order shall be deemed to shorten any applicable statute of limitations.

12. Permanent certification of a settlement class and approval of any proposed class settlement are expressly conditioned upon a further evidentiary showing by the Parties that the settlement class meets all criteria of Maryland Rules 2-231, and that a "limited fund" or other circumstances exist satisfying the criteria for a mandatory class certification under Maryland Rule 2-231, and that the proposed settlement satisfies the fairness, adequacy and reasonableness standard of the Maryland Rule 2-231 and is in the best interests of the class and should be approved under Maryland Rule 2-231.

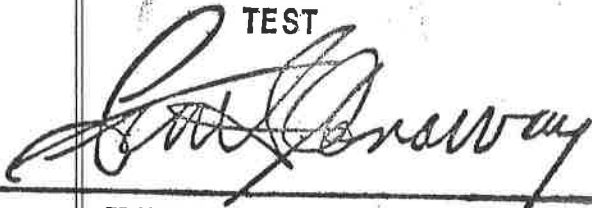
13. In accordance with Maryland Rule 2-231(e), the parties shall give Notice to the settlement class of this Order (1) by direct mail to those putative class members who can be identified through Johns Hopkins' electronic billing records; and (2) by publication notice. The parties shall submit a supplemental notice plan and the proposed form(s) of notice for approval by the Court within 20 days of execution of this Order.

DATED:

Judge's Signature Appears  
On Original Document

Judge, Circuit Court for Baltimore City

**TRUE COPY**  
TEST



**FRANK M. CONAWAY, CLERK**

JANE DOE NO. 1, et al	:	IN THE
Plaintiffs,	:	CIRCUIT COURT
v.	:	FOR
JOHNS HOPKINS HOSPITAL, et al,	:	BALTIMORE CITY
Defendants.	:	Case No.: 24-C-13-001041
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

**STIPULATED PROTECTIVE ORDER**

WHEREAS, Schochor, Federico and Staton, P.A. and Janet, Jenner and Suggs, LLC, as counsel for the plaintiffs (collectively “Plaintiffs’ Counsel”), have filed an Amended Class Action Complaint against The Johns Hopkins Health System Corporation, The Johns Hopkins Hospital and Johns Hopkins Community Physicians, Inc. (collectively “Johns Hopkins”) Case No. 24-C-13-001041 (the “Case”);

WHEREAS, the Court has entered an Order granting the parties’ Joint Motion for Conditional Class Certification and the Case is conditionally certified as a class action under Maryland Rule 2-231(b)(1)(B) solely for purposes of settlement negotiations;

WHEREAS, Plaintiffs’ Counsel and Johns Hopkins (collectively the “Parties” and each a “Party”) have had and intend to continue to have confidential settlement discussions regarding the Plaintiffs’ class action lawsuit including possible mediation;

WHEREAS, during the course of settlement discussions regarding the Case, the Parties may exchange documents and information, some of which constitute confidential and sensitive business information, personnel information or personal information, including, without limitation, “Individual Health Information” as described below (collectively referred to as “Confidential Information”);

WHEREAS, the Parties agree that good cause exists for the entry of a protective order pursuant to Maryland Rule 2-403(a) to allow for disclosure of and prevent injury from disclosure of Confidential Information produced during settlement negotiations;

NOW THEREFORE, in consideration of the foregoing, the Parties have stipulated and agreed to the following Protective Order. Being fully advised, the Court finds good cause exists to grant the Parties' request and to issue the following Protective Order. It is therefore hereby ORDERED:

**I. GENERAL PROTECTIVE ORDER**

**A. Material Designated as Confidential Information**

Any Party shall have the right to designate certain material produced during settlement negotiations which comprises or contains information which such Party claims in good faith to constitute Confidential Information as "CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY." The parties agree that the production of insurance agreements, financial information, patients' medical records, employee personnel files and/or other personal information including "Individual Health Information" ("IHI") as defined below in paragraph 1.B may be designated Confidential Information. All other documents are not automatically protected by this Protective Order. Should the parties disagree as to whether other documents or other material is Confidential Information, the issue shall be submitted to the Court for a ruling prior to dissemination.

**B. Disclosure of Individual Health Information**

Consistent with the Court's Order granting the Parties' Joint Motion for Conditional Certification of a Settlement Class, the Litigants shall exchange the Individual Health Information "IHI" (defined below) necessary for the Parties' attempt to reach a class-



wide resolution of this class action. The dissemination of all IHI during this process shall be governed by this Stipulated Protective Order (“Order”), which shall constitute the effective court order authorizing the exchange of IHI for purposes of 45 C.F.R. § 164.512(e)(1)(i) and Annotated Code of Maryland, Health-General §4-306(b)(6)(i)(3).

The term IHI as used herein shall mean any testimony, data, record, document, or other information (whether in digital or other form), including any copies, abstracts, excerpts or analyses thereof produced in connection with this Case, or any other information contained in such document, that contains, discusses or otherwise discloses IHI. IHI is information that relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. To the extent that the materials described above include health information relating to a relative or other person (other than the patient), such IHI also shall be considered IHI. IHI includes: (1) Protected Health Information as such term is defined by the Administrative Data Standards, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (*See* 45 C.F.R. § 160.103 “Protected Health Information”, and “Individually Identifiable Health Information”); and (2) confidential or protected information under various state and federal laws and regulations, including without limitation: Annotated Code of Maryland, Health-General §4-301 – §4-309 (confidentiality of medical records, including mental health records (§4-307)), Annotated Code of Maryland, Health-General §18-338.1 and 18-338.2 (confidentiality of medical records related to HIV), and Annotated Code of Maryland, Health-General §20-101 -- §20-105 (consent and confidentiality by minors). IHI does not include alcohol and drug abuse treatment information protected pursuant to 42 C.F.R. Part 2

and Annotated Code of Maryland, Health-General §4-302(b)(2) (regarding alcohol abuse and drug abuse information of treatment programs governed by federal regulations of 42 C.F.R. Part2).

If a Party wishes to include or refer to IHI in any motion or any other document it files with or submits to the Court, the Party shall file or submit the IHI under seal with a designation that such material is subject to this Order.

The inadvertent or unintentional disclosure of IHI shall not be deemed a waiver in whole or in part of a Party's claim of privilege, either as to the specific information disclosed or as to any other information relating thereto or of the same or related subject matter.

There may be no reproduction or use of any documents containing IHI except as needed (a) for settlement discussions, including mediation, or (b) to implement an order of the Court.

At all times, all documents containing IHI pursuant to this Court Order shall be considered in the possession and custody of this Court and shall be considered documents filed with this Court under seal, irrespective of where they are located. In addition, at all times, all documents containing IHI pursuant to this Court Order shall be under the exclusive jurisdiction of this Court.

**C. Making Designations**

Each and every document containing Confidential Information produced (including copies, excerpts, digests, summaries or indices thereof) by a Party shall be clearly marked and identified as "CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY," either by placing the legend on each page of a document or, for other tangible items, on the object's container or, if such marking be impracticable, by other reasonable means, at the time of its

production. Wherever practical, the designation shall be made electronically on documents produced in electronic format or by affixing a label onto the medium onto which the electronically stored information has been copied. To the extent medical records are exchanged pursuant to this Order, names, addresses and Social Security Numbers shall be redacted, absent the express written consent of the party whose information is reflected in the applicable medical record.

**D. Restriction on Disclosure**

No person may use or disclose Confidential Information or information derived from such material (excluding information which is derived lawfully from an independent source) except for purposes of settlement discussions relating to this Case; but nothing contained in this Order shall affect the right of a Party to use or disclose its own Confidential Information as it sees fit. In addition, except as otherwise provided herein, no employee or agent of any receiving Party shall be given access to Confidential Information of any producing Party, nor shall the contents or substance of any Confidential Information be disclosed to any such person.

Access to, and disclosure of, the material marked as "CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY" shall be limited to:

1. Plaintiffs' Counsel, regular employees of said counsel who are assisting in the prosecution of this litigation, and other lawyers in the firm of said counsel who are assisting in the conduct of this litigation;
2. Johns Hopkins' counsel, regular employees of said counsel who are assisting in the defense of this litigation, and other lawyers in the firm of said counsel who are assisting in the conduct of this litigation;

3. Executives, officers, directors and employees of Johns Hopkins who are assisting in the defense of this litigation;

4. Experts, consultants, contract attorneys, and/or third parties (including all of their employees or clerical assistants), who are employed, retained or otherwise consulted by counsel of record for the purpose of analyzing data, conducting studies or providing opinions to assist, in any way, in this litigation;

5. Any mediator(s) agreed upon by the Parties and retained for purposes of facilitating settlement discussions relating to the Case;

6. Any class administrator or others providing services in preparation of class notice or facilitation;

7. Any Guardian *Ad Litem* or other person appointed by the Court to assist with the settlement of this action; and

8. The Court and Court personnel.

**E. Acknowledgment of Protective Order and Agreement**

In no event shall any Confidential Information, papers or other information derived directly from or quoting such Confidential Information be disclosed to any person other than those delineated in this Protective Order and who have agreed to be bound by the terms of this Protective Order (or court personnel), except by order of the Court or by written stipulation of the Parties. All persons entitled under this Protective Order to receive Confidential Information, except counsel who have signed this Stipulation (and who are bound thereby), shall represent their willingness to be bound by this Order, on behalf of themselves and the named Party for whom they are employed or have been retained, by completing the appropriate Acknowledgment of Protective Order and Agreement to be Bound, attached hereto as Exhibit A.

All persons receiving IHI, identified under paragraphs 1.D.4, and 1.D.6 above, shall also execute a Confidentiality Agreement / HIPAA – Compliant Business Associate Agreement (setting forth his/her obligations pursuant to 45 C.F.R. § 164.502(e)) attached hereto as Exhibit B, and is permitted to use said IHI solely in connection with the settlement negotiations and mediation described herein and not for any other purpose.

**F. Restrictions on Use**

Material designated as “CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY” shall not be used for any purpose other than settlement negotiations, including mediation. In the event settlement negotiations are unsuccessful and the Case, or any other case asserting claims by any member of the class conditionally certified herewith in order to seek a settlement, proceeds to discovery or trial, any Party who received material designated as “CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY” agrees to return or destroy such Confidential Information and not to use the material so designated during discovery or in connection with any filing or proceeding in the litigation unless later obtained during the discovery process with the appropriate confidentiality requirements.

**G. No Waiver**

In the event settlement negotiations are unsuccessful and this Case, or any other case asserting claims by any member of the class conditionally certified herewith in order to seek a settlement, proceeds to discovery or trial, no Party to this litigation who treats materials designated by another Party as “CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY” shall be deemed to have conceded that the information actually is confidential for purposes of seeking the documents or information in discovery. The taking of, or the failure to take, any action to employ or enforce the provisions of this Protective Order will not constitute a waiver of

any right in subsequent litigation to seek and obtain protection or relief or of any claim or defense, including but not limited to, any claim or defense that any information:

- (a) Is or is not relevant, material, or otherwise discoverable;
- (b) Is or is not confidential or proprietary to any Party;
- (c) Is or is not entitled to particular protection; or
- (d) Embodies or does not embody trade secrets or confidential research,

development, or commercial information of any Party.

#### **H. No Probative Value**

The fact that information is designated, or is not designated, as “CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY” under this Order will not be considered to be determinative of what a trier of fact may determine to be confidential or proprietary. The fact that any information is disclosed, used, or produced in settlement discussions will not be construed to be admissible or offered in any action or proceeding before any court, agency, or tribunal as evidence that the information:

- (a) Is or is not relevant, material, or otherwise permissible;
- (b) Is or is not confidential or proprietary to any Party;
- (c) Is or is not entitled to particular protection; or
- (d) Embodies or does not embody trade secrets or confidential research,

development, or commercial information of any Party.

#### **I. Claims of Privilege**

The Parties agree that the inadvertent production of information during settlement negotiations subject to a claim of attorney-client privilege, attorney work product, or any applicable privilege or protection shall not constitute a waiver of the privilege. If a Party learns

that privileged information has been inadvertently produced, the producing Party shall inform the recipient Party of that inadvertent production. Upon receipt of the notice, the receiving Party shall promptly destroy or return the information to the producing Party, and shall not use the information for any purpose.

**J. Third Party Requests**

Any Party that receives a demand from a third party for production of materials (by subpoena, civil investigative demand, or any other legal process) that would include another Party's Confidential Information shall notify the producing Party within five (5) business days of the receipt of that demand. Prior to the time required for compliance with the third party demand, the producing Party shall either (a) inform the Party subject to the third party demand that it does not object to the production of the Confidential Information or (b) file an objection to the production of the Confidential Information in a court of competent jurisdiction. If the producing Party chooses to file an objection, it shall bear the burden of opposing the enforcement of the third party demand with respect to its Confidential Information. Until the producing Party's objection is resolved, the responding Party shall not produce any Confidential Information that is subject to the producing Party's objection. On the other hand, if the producing Party fails to inform the responding Party of its decision to file an objection prior to the time for compliance with the third party demand, nothing in this Protective Order shall require the responding Party to subject itself to any penalties for non-compliance with legal process, or to seek any relief from this Court. Under no circumstances, however, may a Party, third-party, or any other person or entity receiving IHI, pursuant to these settlement negotiations, produce IHI in response to a third-party demand without written consent from the individual

whose IHI is at issue or pursuant to a Court Order specifically directing that such IHI be produced.

**K. Final Disposition**

Within fourteen (14) days after the conclusion of settlement negotiations, regardless of whether or not negotiations are successful, unless the Court orders otherwise, counsel for any Party who received Confidential Information shall provide notification that the Confidential Information must be returned to the producing entity or destroyed.

Within fourteen (14) days of receipt of notice of the conclusion of settlement negotiations, each third party who received Confidential Information pursuant to paragraph 1.D.4, 1.D.5, 1.D.6, and 1.D.7 shall:

1. return to the counsel that disclosed the Confidential Information to them all such material and all documentary materials reflecting Confidential Information which are in his/her possession, custody or control, and serve upon the disclosing counsel an affidavit , attesting that he/she has returned all Confidential Information (Exhibit C); or

2. destroy all Confidential Information and all documentary materials reflecting such materials which are in his/her possession, custody or control, and serve upon the disclosing counsel an affidavit attesting that he/she has destroyed all Confidential Information (Exhibit D)

Unless the Court orders otherwise, within sixty (60) days after the conclusion of settlement negotiations, regardless of whether or not they are successful, every counsel or Party who has received the Confidential Information of another Party shall:

1. Return or destroy the original and all copies of the Confidential Information which are in the possession, custody or control of such counsel; and



2. Deliver to counsel for the producing Party all documentary materials reflecting information contained in or derived from Confidential Information which are in the possession, custody or control of such counsel or destroy such Confidential Information; and

3. Inform counsel for the producing Party in writing of the identity of any Confidential Information known to such counsel, which has *not* been returned or destroyed in the manner required by this Protective Order, and the identity of any person who has failed to return the Confidential Information.

**L. Modification**

This Protective Order may be modified or amended by further order of the Court for good cause shown.

**M. Termination**

The termination of this case shall not terminate the effectiveness of this Protective Order and persons subject to this Protective Order shall be bound by the confidentiality obligations of this Protective Order until the designating Party agrees otherwise in writing or this Court (or any other court or competent jurisdiction) orders otherwise.

Dated: October 30, 2013

Judge Sylvester B. Cox  
Judge's Signature appears on the  
original document

Judge/Circuit Court for Baltimore City

STIPULATED AND AGREED TO:

\_\_\_\_\_  
For Schochor, Federico and Staton, P.A.

Dated:

Frank M. Conaway  
FRANK M. CONAWAY, CLERK

JANE DOE NO. 1, JANE ROE NO. 1,  
JANE ROE NO. 2, and JANE ROE NO. 3

Plaintiffs,

v.

THE JOHNS HOPKINS HOSPITAL,  
JOHNS HOPKINS COMMUNITY  
PHYSICIANS, and  
JOHNS HOPKINS HEALTH SYSTEM  
CORPORATION

Defendants.

: IN THE  
:  
: CIRCUIT COURT  
:  
: FOR  
:  
: BALTIMORE CITY  
:  
: Case No.: 24-C-13-001041  
:

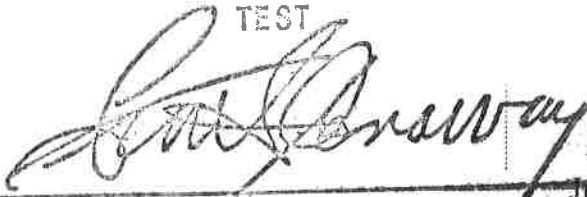
**ORDER STAYING DISCOVERY AND PRETRIAL PROCEEDINGS PENDING  
SETTLEMENT NEGOTIATIONS**

Having reviewed the parties' Joint Motion for a Stay of Discovery and Pretrial Proceedings Pending Settlement Negotiations dated October \_\_, 2013 ("Joint Motion"), as well as the parties' Joint Motion for Conditional Settlement Class Certification and the supporting Memorandum of Law, it is therefore ORDERED on this 30<sup>th</sup> day of October 2013 that:

Except for those deadlines contemplated by or necessary to implement the Court's October 30, 2013 Order granting the parties' Joint Motion for Conditional Class Certification, all discovery and pretrial proceedings in this consolidated action are stayed until the parties notify the Court that (1) a settlement has been reached or (2) the parties have terminated their settlement negotiations.

DATED:

TRUE COPY  
TEST



FRANK M. CONAWAY, CLERK

**Judge Sylvester B. Cox**  
Judge's Signature appears on the  
original document

Judge/Circuit Court for Baltimore City