

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: **CASE NO. 06-10179**
OCA, INC, et al. **CHAPTER 11 (B)**
DEBTORS **(Jointly Administered)**

CONSENT PROTECTIVE ORDER AND STIPULATION

NOW INTO COURT, through undersigned counsel, comes OCA, Inc. (“OCA”) and certain of its subsidiaries¹, debtors herein (“Debtors”) and the Official Committee of Equity Security Holders (“Equity Committee”), the Official Committee of Unsecured Creditors (“UCC”) and Bartholomew F. Palmisano, Sr. (“Palmisano”), hereinafter

¹ Orthodontic Centers of Alabama, Inc. (06-10180); Orthodontic Centers of Arizona, Inc. (06-10181); Orthodontic Centers of Arkansas, Inc. (06-10182); Orthodontic Centers of California, Inc. (06-10183); Orthodontic Centers of Colorado, Inc. (06-10184); Orthodontic Centers of Connecticut, Inc. (06-10185); Orthodontic Centers of Florida, Inc. (06-10186); Orthodontic Centers of Georgia, Inc. (06-10187); Orthodontic Centers of Illinois, Inc. (06-10188); Orthodontic Centers of Indiana, Inc. (06-10189); Orthodontic Centers of Kansas, Inc. (06-10190); Orthodontic Centers of Kentucky, Inc. (06-10191); Orthodontic Centers of Louisiana, Inc. (06-10192); Orthodontic Centers of Maine, Inc. (06-10193); Orthodontic Centers of Maryland, Inc. (06-10194); Orthodontic Centers of Massachusetts, Inc. (06-10195); Orthodontic Centers of Michigan, Inc. (06-10196); Orthodontic Centers of Minnesota, Inc. (06-10197); Orthodontic Centers of Mississippi, Inc. (06-10198); Orthodontic Centers of Missouri, Inc. (06-10199); Orthodontic Centers of Nebraska, Inc. (06-10200); Orthodontic Centers of Nevada, Inc. (06-10201); Orthodontic Centers of New Hampshire, Inc. (06-10202); Orthodontic Centers of New Jersey, Inc. (06-10203); Orthodontic Centers of New Mexico, Inc. (06-10204); Orthodontic Centers of New York (06-10205); Orthodontic Centers of North Carolina, Inc. (06-10206); Orthodontic Centers of North Dakota, Inc. (06-10207); Orthodontic Centers of Ohio, Inc. (06-10208); Orthodontic Centers of Oklahoma, Inc. (06-10209); Orthodontic Centers of Oregon, Inc. (06-10210); Orthodontic Centers of Pennsylvania, Inc. (06-10211); Orthodontic Centers of Puerto Rico, Inc. (06-10212); Orthodontic Centers of Rhode Island, Inc. (06-10213); Orthodontic Centers of South Carolina, Inc. (06-10214); Orthodontic Centers of Tennessee, Inc. (06-10215); Orthodontic Centers of Texas, Inc. (06-10216); Orthodontic Centers of Utah, Inc. (06-10217); Orthodontic Centers of Virginia, Inc. (06-10218); Orthodontic Centers of Washington, Inc. (06-10219); Orthodontic Centers of Washington, D.C., Inc. (06-10220); Orthodontic of West Virginia, Inc. (06-10221); Orthodontic Centers of Wisconsin, Inc. (06-10222); Orthodontic Centers of Wyoming, Inc. (06-10223); OrthAlliance, Inc. (06-10229); OrthAlliance New Image, Inc. (06-10230); OCA Outsource, Inc. (06-10231); PedoAlliance, Inc. (06-10232); Orthodontics Centers of Hawaii, Inc. (06-10503); Orthodontics Centers of Iowa, Inc. (06-10504); and Orthodontics Centers of Idaho, Inc. (06-10505).

collectively referred to as the "parties," who consent to a protective order in connection with discovery herein, as follows:

1. In order to preserve and maintain the confidentiality of certain documents to be produced in this captioned action ("action") by Debtors and Conway, DelGenio, Gries & Co., L.L.C. ("CDG"), in response to the Equity Committee Request for Production of Documents dated July 28, 2006 served upon Debtors, the Equity Committee's Request for Production of Documents dated July 28, 2006 served upon CDG and Palmisano's subpoena served upon Debtors dated August 1, 2006, whether used in adversary actions, contested matters, or in connection with the Confirmation Hearing (collectively "cases") it is mutually agreed by and between the parties that:

2. Documents to be produced by Debtors and/or CDG concerning Debtors, during discovery in this case and in response to the discovery requests referred to in paragraph 1 hereinabove, which the Debtors believe in good faith contain confidential information shall hereafter be referred to as "Protected Documents." When used in this Agreement, the word "documents" means all written material, videotapes and all other tangible items, whether produced as hard copy, computer diskette, CD-Rom or otherwise. All documents produced or delivered by Debtors to the parties hereto and/or their attorneys, consultants, agents, or experts in this action shall be Protected Documents and given confidential treatment as described below.

3. The Debtors believe the protected documents contain trade secrets or other sensitive confidential, commercial or technical information, the dissemination of which would significantly damage Debtors' competitive position. The parties agree to treat such documents as protected and confidential, until further order of court. If any of

the parties believe any protected document does not contain confidential information and/or should not be subject to this or protected by this protective order, they must apply to the U.S. Bankruptcy Court for such a finding and relief from this protective order.

4. Both the Protected Documents, the information contained therein and any discussion or reference of the same in any way, including, but not limited to, in reports or depositions taken in this action, or in the cases, shall be treated as confidential. Except upon the prior written consent of Debtors, or upon order of this Court, the Protected Documents or information contained therein may be shown, disseminated, or disclosed only to the following persons:

- (a) The parties, and their counsel of record in the action or cases, including other members of counsel's law firm and any other counsel associated to assist in the preparation or trial of this action or in the cases;
- (b) Employees of counsel or of associated counsel for the parties hereto, who assist in the preparation or trial of this action or in the cases;
- (c) Experts and consultants retained by the parties for the preparation of and in connection with the Confirmation Hearing in this action, and other contested or adversarial actions in these proceedings only, provided that no disclosure shall be made to any competitor of Debtors, or any expert or consultant who is known to be employed by a competitor of Debtors; and,
- (d) The Court, the Court's staff, and witnesses.

5. Before receiving access to any of the Protected Documents or the information contained therein, each person described in Paragraphs 4(b) and (c) above

shall be advised of the terms of this order, shall be given a copy of this Protective Order, and shall agree to be bound by its terms.

6. Counsel for the parties hereto, and their experts, shall return the Protected Documents to Debtors after the conclusion of this action or the bankruptcy cases, including all copies made thereof.

7. To the extent that Protected Documents or information contained therein are used in the taking of depositions, such documents or information shall remain subject to the provisions of this Protective Order.

8. This Protective Order shall not apply to the disclosure of Protected Documents or the information contained therein at the time of trial, through the receipt of Protected Documents into evidence or through the testimony of witnesses. The closure of trial proceedings and sealing of the record of a trial involve considerations not presently before the Court. These issues may be taken up as a separate matter upon the motion of any of the parties at the threshold of the trial.


9. This Protective Order may not be waived, modified, abandoned or terminated, in whole or in part, except by an instrument in writing signed by the parties. If any provision of this Protective Order shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.

10. This Protective Order shall not apply to documents the parties obtain from sources other than the parties hereto.

11. This Protective Order shall be binding upon the parties hereto, upon their attorneys, and upon the parties' and their attorneys', successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries,

divisions, employees, agents, independent contractors, or other persons or organizations over which they have control.

New Orleans, Louisiana, September 1, 2006.



Jerry A. Brown
U.S. Bankruptcy Judge

STIPULATED, CONSENTED TO, AGREED AND APPROVED:

 /s/ Tristan Manthey
William H. Patrick, III (La Bar No. 10359)
Tristan Manthey (La. Bar No. 24539)
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Date: 8/30/06

STEFFES, VINGIELLO AND MCKENZIE, LLC

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Date: 8/30/06

**ATTORNEYS FOR THE OFFICIAL
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