

Erik F. Stidham, ISB #5483
efstidham@stoel.com
G. Rey Reinhardt, ISB #6209
grreinhardt@stoel.com
STOEL RIVES LLP
101 South Capitol Boulevard, Suite 1900
Boise, ID 83702-5958
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

Scott J. Kaplan, Pro Hac Vice
sjkaplan@stoel.com
Darian A. Stanford, Pro Hac Vice
dastanford@stoel.com
STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268
Telephone: (503) 224-3380
Facsimile: (503) 220-2480

Attorneys for Defendant/Third-Party Plaintiff
InterDent Service Corporation

U.S. COURTS
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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF IDAHO

POCATELLO DENTAL GROUP, P.C., an
Idaho professional corporation,

Plaintiff,

v.

INTERDENT SERVICE CORPORATION, a
Washington corporation,

Defendant.

INTERDENT SERVICE CORPORATION, a
Washington corporation,

Third-Party Plaintiff,

v.

Case No. CV-03-450-E-LMB

NOTICE OF RULE 30(b)(6)
DEPOSITION (Pocatello Dental Group,
P.C.)

POCATELLO DENTAL GROUP, P.C., an Idaho professional corporation; DWIGHT G. ROMRIELL, individually; LARRY R. MISNER, JR., individually; PORTER SUTTON, individually; ERNEST SUTTON, individually; GREGORY ROMRIELL, individually; ERROL ORMOND, individually; and ARNOLD GOODLIFFE, individually,

Third-Party Defendants.

TO: Plaintiff and Third-Party Defendants and Their Counsel Of Record.

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, counsel for defendant/third-party plaintiff InterDent Service Corporation ("ISC"), by and through its attorneys, will take the deposition of one or more representatives of plaintiff Pocatello Dental Group, P.C. ("PDG") by oral examination on August 17, 2004 at 10 a.m., or other date and time to be agreed upon. The deposition(s) will occur at the offices of Cooper & Larsen, Second Floor, 151 North Third Avenue, Pocatello, Idaho 83205. The deposition(s) will be taken by stenographic means before an officer duly authorized to administer oaths and will continue from day to day until completed.

PDG has a duty, pursuant to Fed. R. Civ. P. 30(b)(6), to designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf and shall set forth, for each person designated, the matters on which each such person will testify. The person(s) so designated shall testify as to matters known or reasonably known to the organization regarding the following:

1. The damages alleged by you in this action, including but not limited to when such damages were incurred and the extent to which such damages were known to you before October 3, 2003.

2. Each act or omission of ISC you allege breached the Management Agreement (as defined in paragraph 3 of your Amended Complaint), including but not limited to when such act or omission first occurred, and your knowledge of such act or omission before October 3, 2003.

3. Each and every provision of the Management Agreement you contend is unlawful or violates public policy, including but not limited to:

a. Whether such unlawfulness or violation is present on the face of the Management Agreement or as applied; and

b. When and how you first became aware of such unlawfulness or violation.

4. Each and every complaint or communication by you (including any of your officers, directors, employees and shareholders) made to the Idaho State Board of Dentistry regarding ISC and the Idaho State Board of Dentistry's response thereto.

5. Each and every attempt you made to obtain possession of the "Revenues" as defined in the Management Agreement, including but not limited to redirecting the mail, opening a bank account and the amount of such revenue you have taken without ISC's consent, if any.

6. Your understanding of the extent and nature of the assets assigned under section 2.6 of the Management Agreement.

7. Each and every act or omission of ISC you contend constitutes the unlawful practice of dentistry.

8. Your enforcement or lack thereof of noncompete agreements at any time, including the reasons therefor.

9. Your compliance or lack thereof with Joint Operations Committee ("JOC") directives, including but not limited to those relating to the enforcement of noncompete agreements.

10. The reasons you made and then withdrew a claim in ISC's bankruptcy proceedings.

11. The reasons you objected to ISC's assumption of the Management Agreement and then withdrew your objections.

12. Any and all payments for which you are seeking indemnification in your Sixth Cause of Action, including but not limited to:

- a. The basis for such payment by you;
- b. Whether such payments related to the actual or alleged fraudulent conduct of any of your officers, employees or shareholders;
- c. The extent to which you made efforts to dispute your liability for such payment; and
- d. All communications between any of your officers, directors and employees and the claimant regarding the subject of the claim.

13. The basis for the statement in paragraph 56 of your complaint that you "have been required to retain the services of Cooper and Larson," including but not limited to:

- a. The nature of such "requirement";
- b. The scope of services performed by Cooper and Larson;
- c. The amount of such services billed and/or paid by you; and
- d. The source of funding for any payments made by you to Cooper and Larson.

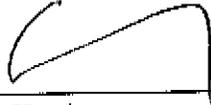
14. Any loans or capital contributions made to you or on your behalf for the purpose of purchasing legal services.

15. All efforts by you to comply with section 5.2 of the Management Agreement, including but not limited to the enforcement of noncompete agreements.

16. All patient files or other documents removed by you, your officers, directors, employees or shareholders from the premises (even if returned later) located at 4155 Yellowstone Avenue, Pocatello, Idaho.

DATED: July 26, 2004.

STOEL RIVES LLP



Scott J. Kaplan
G. Rcy Reinhardt
Darian A. Stanford

Attorneys for Defendant/Third-Party Plaintiff
InterDent Service Corporation

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **NOTICE OF RULE 30(b)(6) DEPOSITION (Pocatello Dental Group, P.C.)** on the following named persons on the date indicated below by

- mailing with postage prepaid
- hand delivery
- facsimile transmission
- overnight delivery

to said persons a true copy thereof, contained in a sealed envelope, addressed to said persons at his or her last-known addresses indicated below.

Gary L. Cooper
Ron Kerl
COOPER & LARSEN
151 North Third Avenue, Suite 210
PO Box 4229
Pocatello, ID 83205-4229
Telephone: (208) 235-1145
Fax: (208) 235-1182
gary@cooper-larsen.com
ron@cooper-larsen.com
jim@cooper-larsen.com

Attorneys for Plaintiff/Third-Party
Defendant Pocatello Dental Group, P.C.

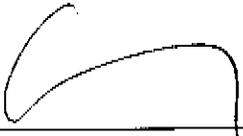
Lowell N. Hawkes
LOWELL N. HAWKES, CHARTERED
1322 East Center
Pocatello, ID 83201
Telephone: (208) 235-1600
Fax: (208) 235-4200
hox@nicoh.com

Attorney for Third-Party Defendants
Dwight G. Romriell, Gregory Romriell,
Errol Ormond and Arnold Goodliffe

DATED: July 26, 2004.

Richard A. Hearn
Stephen J. Muhonen
RACINE, OLSON, NYE,
BUDGE & BAILEY, CHARTERED
PO Box 1391/Center Plaza
Pocatello, ID 83204-1391
Telephone: (208) 232-6101
Fax: (208) 232-6109
rah@racinelaw.net
sjm@racinelaw.net

Attorneys for Third-Party Defendant
Dr. Larry R. Misner, Jr., Dr. Ernest
Sutton and Dr. Porter Sutton



Scott J. Kaplan, Pro Hac Vice
Attorneys for Defendant/Third-Party Plaintiff
InterDent Service Corporation