

**IN RE: HURRICANE IDA CLAIMS** : **STATE OF LOUISIANA**  
: **PARISHES OF ST. TAMMANY AND WASHINGTON**  
: **22<sup>ND</sup> JUDICIAL DISTRICT COURT**

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**DEPUTY CLERK**

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**INTERIM PROTECTIVE ORDER**

The Initial Discovery Protocols are designed to achieve more efficient and targeted discovery. Prompt entry of a protective order will allow the parties to begin exchanging documents and information without delay. The Interim Protective Order will remain in place until the parties agree to, or the court orders, a different protective order, but absent agreement or court order, the Interim Protective Order will not apply to subsequent discovery. The parties may agree to use the Interim Protective Order throughout litigation.

**IT IS HEREBY ORDERED** that the following restrictions and procedures apply to certain information, documents, and excerpts from documents and information the parties exchange in response to the Disaster Protocols:

1. Any party may designate as "Confidential" any document, or information contained in or revealed in a document, provided in response to these Protocols or, if applicable, in subsequent discovery, if the party determines, in good faith, that the designation is necessary to protect the party. Information and documents a party designates as confidential will be stamped "CONFIDENTIAL." Confidential information or documents are referred to collectively as "Confidential Information."
2. Unless the court orders otherwise, the Confidential Information disclosed will be held and may be used by any person receiving the information solely in this litigation.
3. If a party challenges another party's Confidential Information designation, counsel must make a good-faith effort to resolve the dispute. If that is unsuccessful, the challenging party may seek resolution by the court. Nothing in this Interim Protective Order is an admission by any party that Confidential Information disclosed in this case is relevant or admissible. Each party specifically reserves the right to object to the use or admissibility of all Confidential Information disclosed, in accordance with applicable law and court rules.

4. Information or documents designated as “Confidential” must not be disclosed to any person, except:
  - a. the requesting party and counsel, including in-house or agency counsel;
  - b. employees of counsel assigned to and necessary to assist in the litigation;
  - c. consultants or experts assisting in the prosecution or defense of the litigation, to the extent deemed necessary by counsel;
  - d. any person from whom testimony is taken or is to be taken in this litigation, but that person may be shown the Confidential Information only in preparation for, and during, the testimony and may not retain the Confidential Information; and
  - e. The judge, the court staff, including the clerk, case manager, court reporter, or other person with access to Confidential Information by virtue of his or her position with the court, or the jury.
  - f. The Special Master, his designated deputy, and any mediator involved in resolving the case, who shall all be subject to these confidentiality provisions.
5. Before disclosing or displaying Confidential Information to any person, a party must:
  - a. inform the person of the confidential nature of the information and documents; and
  - b. inform the person that the court has enjoined the use of the information or documents for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.
6. The Confidential Information may be displayed to and discussed with the persons identified in Paragraphs 4(c) and (d) only on the condition that before any such display or discussion, each person must be asked to sign an agreement to be bound by this Order in the form attached as Exhibit 1. If the person refuses to sign an agreement in the form attached, the party seeking to disclose the Confidential Information may seek relief from the court.
7. The disclosure of a document or information without designating it as “Confidential Information” does not waive the right to designate the document or information as Confidential Information if the document or information is designated under this Order.
8. Documents or information filed with the court that is subject to confidential treatment under this Order, and any pleadings, motions, or other papers filed with the court disclosing any Confidential Information, must be filed under seal to the extent permitted by the law, rules, or court orders, and must be kept under seal until the court orders otherwise. To the extent the court requires any further act by the parties as a precondition to filing the documents or information under seal, the party filing the document or information is responsible for satisfying the requirements. If possible,


only the confidential parts of documents of information filed with the court will be filed under seal.

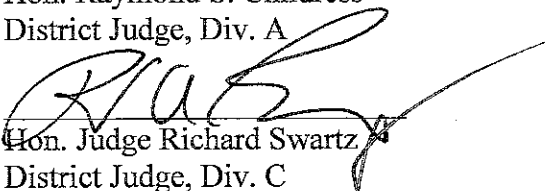
9. At the conclusion of this litigation, the Confidential Information and any copies must be promptly (and in no event later than 60 days after entry of final judgment no longer subject to appeal) returned to the producing party or certified as destroyed, except that the parties' counsel may retain their working files on the condition that those files will remain confidential. Materials filed in the court will remain in the file unless the court orders their return.
10. Producing documents or information, including Confidential Information, in this litigation does not waive attorney-client privilege or work-product protection for the documents or information, under Louisiana Code of Evidence Article 502.

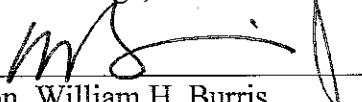
This Order shall not diminish the right of any party to apply to the court for a different or additional Protective Order relating to Confidential Information, to object to the production of documents or information, to apply to the court for an order compelling production of documents or information, or to modify this Order. Any party may seek enforcement of this Order, and any violation of this Order may be sanctioned by the Court.

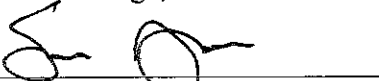
**SO ORDERED** on this 7 day of December, 2021, at Covington,


Louisiana.

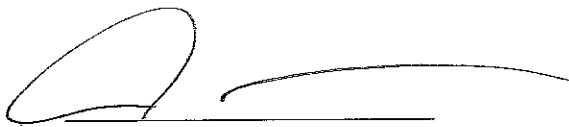
  
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Hon. Raymond S. Childress  
District Judge, Div. A

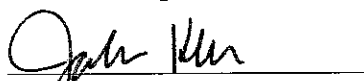
  
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Hon. Judge Richard Swartz  
District Judge, Div. C

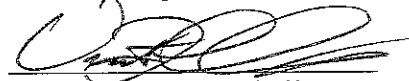
  
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Hon. William H. Burris  
District Judge, Div. E

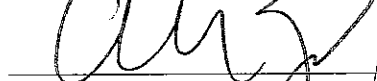
  
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Hon. Scott Gardner  
District Judge, Div. G


  
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Hon. Reginald T. Badaux, III  
District Judge, Div. I

  
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Hon. August J. Hand  
District Judge Div. B

  
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Hon. John A. Keller  
District Judge Div. D

  
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Hon. Vincent J. Lobello  
District Judge Div. F

  
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Hon. Alan A. Zaunbreyher  
District Judge Div. H

  
\_\_\_\_\_  
Hon. Ellen M. Creel  
District Judge Div. J

**EXHIBIT 1**

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled \_\_\_\_\_ have been designated as confidential. I have been informed that any of the documents or information labeled "CONFIDENTIAL" are confidential by Order of the Court.

I hereby agree that I will not disclose any information contained in the documents to any other person. I further agree not to use this information for any purpose other than this litigation.

\_\_\_\_\_ **DATE:** \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

(Attorney)

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**EXHIBIT "B"**

**STIPULATION FOR MEDIATION**

**IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned parties:

1. The parties agreed to submit their dispute to mediation pursuant to the SSP, as specified in the Case Management Order (and any relevant supplements).
2. No party shall be bound by anything said or done during the mediation, unless either a written and signed stipulation is entered into or the parties enter into a written and signed agreement. The appointed neutral may meet in private conference with less than all parties. Information obtained by the neutral, either in written or oral form, shall be confidential and except as provided by Order of the Court it shall not be revealed by the neutral unless and until the party who provided the information agrees to its disclosure.
3. The mediation process, for the purpose of all federal and state rules protecting disclosures made during such conferences from later discovery or use in evidence, shall be considered a settlement negotiation. The entire procedure shall be confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All communications, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such communications, statements, promises, offers, views and opinions shall not be subject to any discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. However, any evidence which would otherwise subject to discovery or admissible shall not be excluded from discovery or admission in evidence solely because it has been referenced or discussed during this mediation process.
4. The appointed neutral and their agents shall enjoy the same immunity as judges and court employees, whether under federal or state law, for any act or omission in connection with the mediation, and from compulsory process to testify or produce documents in connection with the mediation.
5. The parties shall not:

- (i) Call or subpoena the appointed neutral as a witness or expert in any proceeding relating to: the mediation, the subject matter of the mediation, or any thoughts or impressions which the appointed neutral may have about the parties in the mediation;
  - (ii) Subpoena any notes, documents or other material prepared by the appointed neutral in the course of or in connection with the mediation; and
  - (iii) Offer into evidence any statements, views or opinions of the appointed neutral.
6. The appointed neutral's services have been made available to the parties through the dispute resolution procedures sponsored by the Court. In accordance with those procedures, the appointed neutral represents that he or she has taken requisite oaths.
  7. Any party to this Stipulation is required to attend at least one session and as may be directed by the Special Master as many other sessions thereafter as may be helpful in resolving this dispute.
  8. An individual with final authority to settle the matter and to bind the party shall attend the mediation on behalf of each party.

\_\_\_\_\_  
**PLAINTIFF**

Date: \_\_\_\_\_

\_\_\_\_\_  
**COUNSEL FOR PLAINTIFF**

Date: \_\_\_\_\_

\_\_\_\_\_  
**DEFENDANT**

Date: \_\_\_\_\_

\_\_\_\_\_  
**COUNSEL FOR DEFENDANT**

Date: \_\_\_\_\_

**CONSENTED TO BY:**

\_\_\_\_\_  
**NEUTRAL APPOINTED BY THE COURT**

Date: \_\_\_\_\_

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**EXHIBIT "C"**

**FORM FOR ISC DEMAND BY INSURED**

<b>Category</b>	<b>Policy Limits</b>	<b>Damage</b>	<b>Prior Payments</b>	<b>ISC DEMAND</b>
A. Property	_____	_____	_____	_____
B. Other Structures	_____	_____	_____	_____
C. Personal Property	_____	_____	_____	_____
D. ALE	_____	_____	_____	_____
Claim for Penalties on Late Prior Payments				_____
Claim for Penalties on ISC Demand				_____
Claim for Attorney's Fees				_____
Claim for Other Damages (describe below):				_____
_____				
<b>TOTAL</b>				_____

This demand is for the purposes of mediation only and is covered by mediation confidentiality. It may not be used for any other purpose. It is rescinded if the case does not settle as part of the SSP. The plaintiff reserves the right to modify the demand based on additional information. The plaintiff reserves the right to claim expert costs, judicial interest, and mental anguish / economic damages and related penalties pursuant to R.S. 22:1973 at any trial of this matter even if they are not listed above.

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**EXHIBIT "D"**

**FORM FOR ISC DETAIL OF PAYMENTS BY INSURER**

<b>Category</b>	<b>Policy Limits</b>	<b>Prior Payments</b>
A. Property	_____	_____
B. Other Structures	_____	_____
C. Personal Property	_____	_____
D. ALE	_____	_____
OTHER:	_____	_____
TOTAL	_____	_____