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Chris Daniel - District Clerk Harris County
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HARRIS COUNTY: NO. 201537067

TARRANT COUNTY: NO. 048-000001-15

WEBB COUNTY: NO. 2015CV2002272D5

ESTHER DEGOLLADO
CLERK OF THE DIST. COURTS
& COUNTY COURTS AT LAW
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FILED
WEBB COUNTY, TEXAS
BY DEPUTY

IN RE: FARMERS INSURANCE COMPANY WIND/HAIL STORM LITIGATION	§	IN THE DISTRICT COURTS
	§	
	§	OF HARRIS COUNTY (281st),
	§	
	§	WEBB COUNTY (341st) and
	§	
	§	TARRANT COUNTY (48th), TEXAS

PROTECTIVE ORDER

This Court finds that a Protective Order is warranted to protect Confidential Information, which will be produced by the parties in this litigation, and that the following provisions, limitations, and prohibitions are appropriate pursuant to and in conformity with the Texas Rules of Civil Procedure. Therefore, it is hereby ORDERED that:

1. All Confidential Information produced or exchanged in the course of this litigation shall be used solely for the purpose of the preparation and trial of this litigation and related cases in MDL 14-0882 and for no other purpose. Confidential Information shall not be disclosed to any person except in accordance with the terms of this Order.

2. "Confidential Information," as used herein, means any information of any type which is designated as "Confidential" by any of the supplying or receiving parties, whether it is a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. At the sole discretion of either party, a party may place on any documents that are subject to this Protective Order, bates numbers and/or a legend to indicate the document is "Confidential," subject to a Protective Order

and is produced under the specific cause number; however, the producing party shall not label designated documents with a watermark that obstructs the ability to view the document.

3. The disclosure of Confidential Information, absent the written consent of the party claiming it is confidential, is restricted to Qualified Persons. "Qualified Persons", as used herein, means the named parties to any pending litigation arising out of a claim filed in MDL No. 14-0882 brought by an insured against the specific defendant insurer, adjuster, or adjusting company and their respective counsel, and expert witnesses. If this Court so elects, any other person may be designated as a Qualified Person by order of this Court, after notice to all parties and a hearing.

4. Any party may serve a written request on counsel for the party designating information as "Confidential" for authority to disclose "Confidential" information to a person not authorized by this Order to receive the information, and that consent shall not be unreasonably withheld. However, until said requesting party receives written consent to the further disclosure from counsel for the party designating the information as "Confidential," further disclosure is hereby prohibited and shall not be made absent further order of this Court.

5. Lead counsel for each party shall provide a copy of this Order to any person to whom Confidential Information is to be disclosed, including each party such counsel represents, and shall advise such person of the scope and effect of the confidentiality provisions of this Order and the possibility of punishment by contempt for violation thereof. Further, before disclosing Confidential Information to any person, lead counsel for the party disclosing the information shall obtain the written acknowledgment of that person binding him or her to the terms of this Order. The written acknowledgment shall be in the form of "Exhibit A" attached hereto. Lead counsel for the disclosing party shall retain the original written acknowledgment,

and furnish a copy of the signed written acknowledgment to counsel for the party designating the information as confidential within ten (10) business days.

6. Any party who inadvertently discloses Confidential Information during the discovery process shall, immediately upon discovery of the inadvertent disclosure, give notice in writing to the party or parties in possession of such information that the information is designated as "Confidential" and shall request its immediate return. After receipt of such notice, the parties shall treat the information so designated as Confidential Information under the terms of this Order, unless released of this duty by further order of this Court. Additionally, any party who inadvertently discloses Confidential Information during the discovery process shall, immediately upon discovery of the inadvertent disclosure, give notice in writing to the party which produced and provided this information, the names and addresses of the persons to whom it was disclosed and the date of the disclosure together with a copy of the notice by which the inadvertently disclosing party requested the immediate return of the documents.

7. Documents previously produced and not already marked as Confidential shall be retroactively designated by notice in writing of the designated class of each document by bates number within thirty (30) days of entry of this Order. Documents unintentionally produced without being designated as "Confidential" may be retroactively designated in the same manner and shall be treated appropriately from the date written notice of the designation is provided to the receiving party so long as written notice is provided to the recipient of such Confidential documents pursuant to the provisions of Texas Rule of Civil Procedure 193.3 (d). If notice is provided to the receiving party more than sixty (60) days after the production of such Confidential documents, then the party to whom such documents are produced is not required to

disclose the names of any consulting experts to whom such Confidential documents were sent, although such documents must be returned to the producing party.

8. Any party may request the party designating information as "Confidential" to consent to re-designate confidential information as not confidential, which request shall not be rejected absent a good-faith determination by the designating party that the Confidential Information is entitled to protection.

9. Deposition testimony is Confidential Information under the terms of this Order only if counsel for a party advises the court reporter and opposing counsel of that designation at the deposition, or by written designation to all parties and the court reporter within thirty (30) business days after receiving the deposition transcript. All deposition transcripts shall be considered confidential until thirty (30) days following the receipt of the deposition transcript. The court reporter shall note on the record the designation of said information as Confidential and shall separately transcribe those portions of the testimony and mark the face of such portion of the transcript as "Confidential." The parties may use Confidential Information during any deposition, provided the witness is apprised of the terms of this Order and executes the acknowledgment attached hereto as Exhibit "A." The parties may use Confidential Information during a deposition only if the room is first cleared of all persons except the court reporter, the witness being deposed, counsel for the parties and any expert entitled to attend, and only if said witness executes the acknowledgement attached as Exhibit "A."

10. At any time after the delivery of Confidential Documents, and after making a good-faith effort to resolve any disputes regarding whether any designated materials constitute Confidential Information, counsel of the party or parties receiving the Confidential Documents may challenge the Confidential designation of all or any portion thereof by providing written

notice of the challenge to counsel for the party disclosing or producing the Confidential Documents. The party or parties disclosing or producing the Confidential Documents shall have thirty (30) days from the date of receipt of a written challenge to file a motion for specific protection with regard to any Confidential Documents in dispute. If the party or parties producing the Confidential Documents does not timely file a motion for specific protection, then the Confidential Documents in dispute shall no longer be subject to confidential treatment as provided in this Order.

11. If a timely motion for specific protection is filed, any disputed document will remain confidential until a contrary determination is made by the Court, and all such documents, information or testimony shall continue to be treated as Confidential Information until this Court makes a contrary decision regarding the status of the documents, information or testimony. At any hearing to resolve a challenge of a Confidential designation, the party designating the information as "Confidential" shall have the burden to establish that party's right to protection as if this Order did not exist. A party's failure to challenge the designation of documents, information, or testimony as "Confidential" information does not constitute an admission that the document, information or testimony is, in fact, sensitive, confidential, or proprietary. No party waives its right to contend at trial or hearing that such document, information or testimony is not sensitive, confidential, privileged or proprietary, provided the party provides notice of intention to do so at least thirty (30) days before such trial or hearing.

12. Any papers filed with the Court in this action that make reference to Confidential Information, or contain information derived therefrom, shall be considered Confidential Information and shall be governed by the terms of this Order. These papers shall be filed under seal only if the requirements of Rule 76a are met.

13. Any attorney who obtains information pursuant to this order consents to submitting to the jurisdiction of this Court for enforcement of this order. Amber Mostyn is ordered to obtain a signed Exhibit "A" for each attorney who qualifies to and does obtain information under this Order.

14. To the extent allowed by law, within sixty (60) days of the resolution of all related cases in MDL 14-0882, including all appeals, and solely upon written request from the producing party, any person who obtained Confidential Information produced subject to this Protective Order shall use reasonable efforts to destroy all Confidential Information provided by or obtained from a party in this litigation. This obligation shall not apply to any Confidential Information that ceases to be Confidential Information as referenced in Paragraph 10. Further, depositions that contain Confidential Information need not be returned or destroyed. However, confidential deposition exhibits and confidential portions of the depositions must be destroyed consistent with this Order. Each party, by and through his, her, or its attorney, shall ensure that this provision is complied with and, upon written request, shall notify the other party, by and through his, her, or its attorney in writing, stating that they have complied with this Order. The receiving party must not be required to locate, isolate and return e-mails (including attachments to e-mails) that may include Confidential Information, or Confidential Information contained in deposition transcripts or drafts or final expert reports.

This Order shall remain in effect unless or until amended, altered, modified, or vacated by the Court or by the written agreement of all parties to this action filed with the Court, pursuant to Rule 11 of the Texas Rules of Civil Procedure.

Signed this 14th day of July, 2015

E Ender /SAM

Hon. Elma Teresa Salinas Ender *

D Evans /SAM

Hon. David L. Evans *

Hon. Sylvia A. Matthews

*signed by permission /SAM

MDL NO. 14-0882

IN RE: FARMERS INSURANCE COMPANY WIND/HAIL STORM LITIGATION	§ § § § § § §	IN THE DISTRICT COURTS OF HARRIS COUNTY, TARRANT COUNTY, and WEBB COUNTY, TEXAS

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

_____, of _____ in order to be provided access to information designated as Confidential under the Protective Order entered in MDL No. 14-0882 *In Re: Farmers Insurance Company Wind/Hail Storm Litigation*, represent and agree as follows:

1. I have been provided with a copy of the Protective Order entered by the Court in MDL No. 14-0882. I have reviewed said copy and I am familiar with its terms.
2. With regard to any and all Confidential information to which I am given access in connection with the MDL litigation, I agree to be bound by the provisions of the Protective Order.
3. I consent to the exercise of jurisdiction over me by the Court with respect to the Protective Order.
4. I agree that copies of this undertaking will be sent to counsel of record for all parties in the Hail Storm litigation.

_____ DATED:

_____ SIGNATURE

EXHIBIT "A"