

**24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON**  
**STATE OF LOUISIANA**

**IN RE: HURRICANE IDA CLAIMS**

**INTERIM PROTECTIVE ORDER REGARDING**  
**CERTAIN PROPERTY DAMAGES SUITS ARISING FROM HURRICANE IDA**

The Disaster Discovery Protocols for First-Party Insurance Property Damage Cases for all cases involving first-party insurance property damage claims arising from Hurricane Ida ("Hurricane Cases") 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. This 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 discovery conducted after the parties complete the Streamlined Settlement Program. 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 Discovery 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.



Interim Protective Order for Disaster Discovery Protocols  
Hurricane Ida 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;
  - 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; and
  - f. The Special Master, Deputy Special Master, 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 detailed in Section 6(a), *infra*.

6(a). The Confidentiality Agreement shall read as follows:

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled [CASE CAPTION] 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.

\_\_\_\_\_  
Signature of [NAME]                      DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Counsel                      DATED: \_\_\_\_\_

6(b). 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.

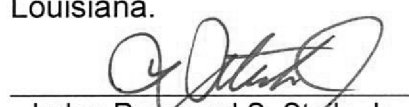
7. The disclosure of a document or information without designating it as "Confidential Information" does not waive the right to designate the document or information as Confidential Information if the document or information is designated under this Order.
8. Documents or information filed with the court 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.

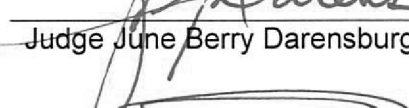
This Order does not diminish the right of any party to apply to the Court for a different or additional Protective Order relating to Confidential Information, to object to the production of documents or information, to apply to the court for an order compelling production of documents or information,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

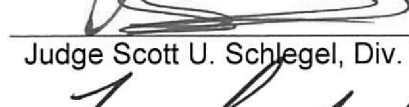
**DONE AND SIGNED** this 29th day of December, 2021, at Gretna, Jefferson Parish, Louisiana.

  
Judge Raymond S. Steib, Jr., Div. "A"


  
Judge R. Christopher Cox III, Div. "B"

  
Judge June Berry Darensburg, Div. "C"


  
Judge Scott U. Schlegel, Div. "D"


  
Judge Frank A. Brindisi, Div. "E"

  
Judge Michael P. Mentz, Div. "F"

  
Judge E. Adrian Adams, Div. "G"

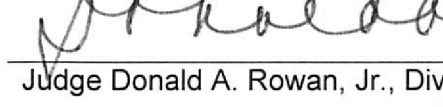
  
Judge Donald "Chick" Foret, Div. "H"

  
Judge Nancy A. Miller, Div. "I"


  
Judge Stephen C. Grefer, Div. "J"

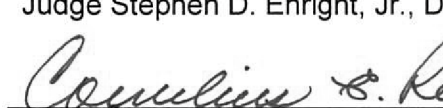
  
Chief Judge Ellen Shirer Kovach, Div. "K"

  
Judge Donald A. Rowan, Jr., Div. "L"

  
Judge Shayna Beevers Morvant, Div. "M"

  
Judge Stephen D. Enright, Jr., Div. "N"

  
Judge Cornelius E. Regan, *pro tempore*, Div. "O"

  
Judge Lee V. Faulkner, Jr., Div. "P"

