

THE STATE OF NEW HAMPSHIRE
BEFORE THE COURT APPOINTED REFEREE
IN THE MATTER OF THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET

In re Liquidator Number: 2019-HICIL-62
Proof of Claim Numbers: INSU703957-1 and INSU703968
Claimant Name: PolyOne Corporation

STIPULATED PROTECTIVE ORDER

Pursuant to Rule 29(a) of the New Hampshire Superior Court Civil Rules, and pursuant to this stipulation entered into by counsel for all parties,

IT IS HEREBY ORDERED that the following rules and procedures will apply to any and all documents, deposition testimony, and other information produced, given, or disclosed in this disputed claim proceeding (the “Disclosures”):

Designation and Use of Disclosures:

1. Any party may designate as “Confidential” any portion of the Disclosures produced or disclosed by or on behalf of such party that the producing party believes in good faith is subject to protection under New Hampshire Superior Court Civil Rule 29(a) and which contains or refers to trade secret or other confidential research, development, or commercial information (the “Confidential Information”).

2. The Confidential Information shall be treated as such under this Stipulated Protective Order, shall be subject to protection under New Hampshire Superior Court Civil Rule 29(a), shall be used by their recipient only for this proceeding, the determination of claims by PolyOne Corporation (“PolyOne”) or Goodrich Corporation (formerly known as The B.F. Goodrich Company) (“Goodrich”) under or concerning the Home Policies (as defined herein), the determination of claims by any other person relating to the Home Policies, and the collection of other insurance or reinsurance with respect to PolyOne’s or Goodrich’s or another person’s claims relating to the Home Policies, and shall not be used for other business, competitive, or

other non-litigation purposes, unless and until authorization to make other use of such information is given by agreement of counsel for the producing party or by order of the Referee. For the purposes of this paragraph and paragraph 16, the "Home Policies" shall mean the following liability insurance policies issued by The Home Insurance Company to The B.F. Goodrich Company: HEC 4356627, HEC 4356857, HEC 4495806, HEC 9006524, HEC 9531430, HEC 9631550, HEC 9690287, HEC 9902297, HEC 1203665 and HXL 1638407.

3. Any party or counsel wishing to designate any documents or information as Confidential Information under this Stipulated Protective Order, including (without limitation) any document, deposition transcript, court filing, discovery response, data, affidavit, brief, motion, file or notes, shall designate material as "Confidential" by (a) stamping or writing "Confidential" on such documents or information, or (b) stating at a deposition that portions or all of deposition testimony shall be Confidential Information.

4. Any party wishing to designate as "Confidential" any deposition testimony or document submitted as an exhibit to a deposition may do so on the record during the deposition or in writing to the parties and any other affected person within fifteen (15) days after that party's receipt of the transcript of that testimony. The designating party shall designate only those portions of the testimony or document which disclose Confidential Information as described above. The party making the designation shall be responsible for assuring that those portions of the deposition transcript and exhibits designated as "Confidential" are marked as such and are appropriately bound by the reporter. During the interim 15-day period, deposition transcripts and exhibits shall be deemed to be Confidential.

5. A party who disagrees with another party's "Confidential" designation must nevertheless abide by the same until the matter is resolved by agreement or by order of the Referee.

6. Inadvertent failure to designate Disclosures as "Confidential" at the time of production or disclosure shall not operate to waive a party's right to later designate such Disclosures as "Confidential," *provided that* no party shall be held in breach of this

Stipulated Protective Order if, in the interim, such Disclosures have been disclosed to any person(s) not authorized to receive Confidential Information under this Stipulated Protective Order, or has been used in a manner inconsistent with this Stipulated Protective Order. Subject to the foregoing provisions, any “Confidential” designation that is inadvertently omitted during the production of Disclosures may be corrected by written notice to opposing counsel including a copy of the Disclosures bearing the “Confidential” designation. Once such a belated designation has been made, the relevant Disclosures shall be treated in accordance with this Stipulated Protective Order.

7. Confidential Information produced by the parties shall be made available in the first instance only to (a) the attorneys for the parties; (b) persons regularly employed by such attorneys assisting them in this proceeding; (c) the Referee and related personnel; (d) court reporters and videographers employed by any party to record depositions in this action; (e) the parties to this action (including the officers, directors, representatives and employees of those parties); and (f) independent experts or consultants retained by counsel or a party in connection with this proceeding (including persons regularly employed by such experts or consultants), ***provided that*** prior to the disclosure to any such party, officer, director, representative or employee, counsel for the party proposing to make such disclosure shall provide a copy of this Stipulated Protective Order to such person, shall explain its terms to such person, and shall instruct such person to comply with its terms.

8. Each party shall maintain a list of those persons to whom Confidential Information has been provided, which list shall contain the names and business addresses and telephone numbers of persons to whom disclosure of such information has been made. This list shall be maintained on a current basis.

9. Unless the Referee, for good cause shown, rules otherwise, Confidential Information may be revealed, with the advance written consent of all parties, to any other person, ***provided that*** each person to whom disclosure is made under this paragraph shall agree

in writing to be bound by the terms of this Stipulated Protective Order and to be subject to the jurisdiction of the Court in all matters relating to this Stipulated Protective Order.

10. Confidential Information may be used and disclosed by any party in any trial, hearing, or other court proceeding in connection with this proceeding, *provided that* the party that produced and designated such Confidential Information may move the Referee for an order designed to protect the confidentiality of the information during such use, and that the party proposing such use may oppose any such motion. In the event that the Referee refers to Confidential Information in a decision and determines to place the decision under seal, the parties shall consult and make a proposal to redact such Confidential Information so the decision may be publicly available.

11. Documents comprising, quoting from or disclosing the contents or substance of Confidential Information subject to the terms of this Stipulated Protective Order shall be filed with the Referee under seal with the Liquidation Clerk by an email or in an envelope bearing the label "THIS DOCUMENT CONTAINS CONFIDENTIAL MATERIAL SUBMITTED UNDER SEAL PURSUANT TO A PROTECTIVE ORDER." Any such filing shall reference this Stipulated Protective Order as authorizing the filing under seal.

Challenges to Designations:

12. Any party may object to the designation of Disclosures as Confidential Information by giving written notice to the party making the designation. Such notice shall identify with specificity the Disclosures to which the objection is directed and the basis of the objection. The designating party or counsel shall respond within seven days of receiving such notice by explaining the reason for the designation and that party's response to the challenge. The parties and/or counsel shall then promptly engage in a good faith effort to resolve the dispute. If counsel for the parties are unable to resolve the dispute, any party may bring the dispute to the attention of the Referee for resolution, as appropriate. The parties shall keep the designated Disclosures confidential pursuant to the terms of this Stipulated Protective Order pending resolution by the parties or by the Referee. The party making the confidential

designation shall have the burden of proof that the challenged Disclosures is entitled to be protected as Confidential Information. No party waives any rights it may have with respect to the confidential, proprietary or privileged nature of such information.

13. No party shall be obligated to challenge the propriety of a designation as “Confidential Information,” and a failure to do so shall not preclude a subsequent challenge to the propriety of such designation. No party hereto waives any rights it may have with respect to the confidential, proprietary or privileged nature of such information.

Unauthorized Disclosure

14. Any party (or counsel) that becomes aware of any unauthorized disclosure of any Disclosures or any breach of this Stipulated Protective Order shall promptly give notice to the other party or producing counsel of such circumstances, including a reasonable description of the circumstances that led to the unauthorized disclosure. The party making disclosure shall immediately make every effort to prevent further disclosure, and the parties shall cooperate in taking further actions to address the situation.

15. In the event any Disclosures claimed to be privileged or subject to the work product doctrine are inadvertently disclosed in this proceeding, such Disclosures shall be returned by the receiving parties to the producing party within five days of any written request therefor, unless the receiving parties challenge the privileged nature of the Disclosures, in which case the producing party shall be entitled to make an application to the Referee for the return of the Disclosures. While such application is pending, the receiving parties shall not use or divulge the contents of such Disclosures except to the Referee under seal. The inadvertent disclosure of any Disclosures claimed to be privileged or subject to the work product doctrine shall not constitute a waiver of such privilege or protection, ***provided that*** the party asserting the claim of privilege or protection shall have the burden of proving the elements required to establish its claim of privilege or protection. Nothing in this paragraph shall be construed to enlarge the attorney-client privilege or work

product protection, and the parties remain free to challenge the propriety of any claimed privilege or protection.

Other Provisions

16. At the conclusion of this disputed claim proceeding, including any appeals, and at least sixty days after the proceeding has been finally terminated, a producing party may request the destruction or return of documents subject to this Order which were not filed with the Referee. If such a request is made in writing, the recipient of such a request shall have sixty days in which to (a) return the documents; (b) destroy the documents and certify to the other party that the documents have been destroyed; or (c) file a motion with the Court seeking an order upon good cause shown that documents should not be destroyed or returned. In the event that the recipient is determining other claims under or concerning the Home Policies, or pursuing other insurance or reinsurance with respect to PolyOne's or Goodrich's or another person's claims relating to the Home Policies, then the recipient may retain the documents until sixty days after any proceeding concerning those matters is finally terminated.

17. The parties acknowledge that the injury to a party resulting from any violation of any of the provisions in this Stipulated Protective Order will be of such a character as cannot be adequately compensated by money damages and, accordingly the aggrieved party may, in addition to pursuing its other remedies, obtain an injunction from the Referee restraining such violation, and that no bond or other security shall be required in connection with such injunction.

18. Nothing in this Agreement shall prevent a party or counsel from using Disclosures produced or disclosed by or on behalf of itself in any way, and any such use shall not constitute a waiver of any confidentiality protection under this Stipulated Protective Order.

19. This Stipulated Protective Order shall be without prejudice to the right of the parties to request additional protection under the New Hampshire Superior Court Civil Rules or other applicable Court, to appeal any matter with respect to the above-captioned case, or the right

of the parties to challenge whether materials designated as Confidential Information were appropriately designated as such.

20. The parties agree to submit this Stipulated Protective Order for entry by the Referee and to be bound by its terms upon entry by the Referee. The Referee retains jurisdiction to make such amendments, modifications, and additions to this Stipulated Protective Order as she may from time to time deem appropriate.

SO ORDERED:

Dated: December __, 2019

Referee

**STIPULATED AND APPROVED AS TO
FORM AND CONTENT:**

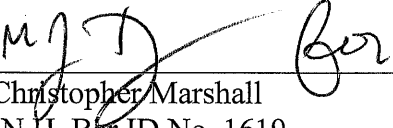


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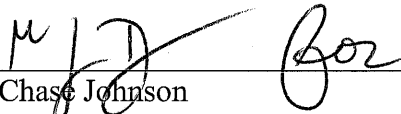
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