

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

**BEFORE THE COURT-APPOINTED REFEREE
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2015-HICIL-60
Proof of Claim Number: INSU240739-01
**Claimant Name: Bridgestone Americas Tire
Operations, LLC**

**STIPULATION AND ORDER GOVERNING
CONFIDENTIALITY OF DOCUMENTS AND INFORMATION**

Pursuant to the Rules of the Superior Court of the State of New Hampshire Applicable in Civil Actions (“NH Superior Court Rule (Civ.)”), 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 NH Superior Court Rule (Civ.) 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 Stipulation and Order, shall be subject to protection under NH Superior Court Rule (Civ.) 29(a), shall be used by their recipient only for this proceeding, the determination of Bridgestone’s claims under the Bridgestone-Home policies, the determination of claims by any other person under the

Bridgestone-Home policies, and the collection of other insurance or reinsurance with respect to the Bridgestone claims, 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.

3. Any party or counsel wishing to designate any documents or information as Confidential Information under this Stipulation, including (without limitation) any document, deposition transcript, court filing, discovery response, data, affidavit, brief, motion, file or notes, shall designate material as "Confidential" through any of the following means:

- (a) By stamping or writing "Confidential" on such documents or information; or
- (b) By 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 Stipulation and Order if, in the interim, such Disclosures has been disclosed to any person(s) not authorized to receive Confidential Information under this Stipulation and Order, or has been used in a manner inconsistent with this Stipulation and 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 Stipulation and Order.

7. Confidential Information produced by the parties shall be made available in the first instance only to the attorneys for the parties; persons regularly employed by such attorneys assisting them in this proceeding; the Referee and related personnel; court reporters and videographers employed by any party to record depositions in this action; and the parties to this action, including the officers, directors, representatives and employees of those parties, *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 Stipulation and Order to such person, shall explain its terms to such person, and shall instruct such person to comply with its terms. Confidential Information may also be made available to independent experts, consultants, or any other person in accordance with, and subject to, the provisions of paragraph 9 of this Stipulation and Order.

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 to any independent experts or consultants retained by counsel in connection with this proceeding, persons regularly employed by such experts or consultants assisting them in this action, and, 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 execute a document substantially in the form annexed hereto as Exhibit A, thereby signifying agreement to be bound by the terms of this Stipulation and Order and to be subject to the jurisdiction of the Court in all matters relating to this Stipulation and 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.

11. Documents comprising, quoting from or disclosing the contents or substance of Confidential Information subject to the terms of this Stipulation and 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 Stipulation and Order as authorizing the filing under seal.

Challenges to Designations

12. Any party may object to the designation of Disclosures material as “Confidential” 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 (7) 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 Stipulation 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 the protection of the designation of “Confidential.” No party hereto waives any rights it may have with respect to the proprietary or privileged nature of this confidential information.

13. No party shall be obligated to challenge the propriety of a “Confidential” designation, 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 proprietary 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 Stipulation and 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 documents claimed to be privileged or subject to the work product doctrine are inadvertently produced in this proceeding, such documents shall be returned by the receiving parties to the producing party within five (5) days of any written request therefor, unless the receiving parties challenge the privileged nature of the document(s), in which case the producing party shall be entitled to make an application to the Referee for the return of the document(s). While such application is pending, the receiving parties shall not use or divulge the contents of such document(s) except to the Referee under seal. The inadvertent production of any document 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 inadvertence of the document's production, as well as all other 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 (60) 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 (60) days in which to (1) return the documents, (2) destroy the documents and certify to the other party that the documents have been destroyed, or (3) 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 the Bridgestone-Home policies or pursuing other insurance or reinsurance with respect to the Bridgestone claims, then the recipient may retain the documents until 60 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 Stipulation and 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 its own 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 Stipulation and Order.

19. This Stipulation and Order shall be without prejudice to the right of the parties to request additional protection under the New Hampshire Rules or applicable rules of the 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 Stipulation and 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 Confidentiality Order as she may from time to time deem appropriate.

IT IS SO ORDERED,

ORDER

Dated: _____

_____, Referee

IT IS SO STIPULATED AND APPROVED
AS TO FORM AND CONTENT

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Dated: December 2, 2015

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Bridgestone Americas Tire Operations, LLC

EXHIBIT A

AGREEMENT TO BE BOUND BY CONFIDENTIALITY ORDER

I, _____, certify that I have been provided a copy of the Stipulation and Order Governing Confidentiality of Documents and Information entered in the disputed proceeding captioned *Claim of Bridgestone Americas Tire Operations, LLC*, Docket No. 2015-HICIL-60. I have read the Stipulation and Order, and I agree to be bound by its provisions as a condition of receiving certain confidential information, which has been identified to me. I promise not to make use of this confidential information for any purpose other than my role in the *Claim of Bridgestone Americas Tire Operations, LLC*. I consent to being subject to the continuing jurisdiction of the Merrimack Superior Court in New Hampshire in regard to all matters relating to the Stipulation and Order, including, without limitation, the enforcement the Stipulation and Order.

DATED: _____

SIGNED: _____

PRINTED NAME: _____