

19th JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 581670

SECTION 24

TROY LILLIE, ET AL

VERSUS

STANFORD TRUST COMPANY, ET AL

FILED: _____
DEPUTY CLERK

COSTOK Amt. 35-
9954
FEB 02 2011
BY _____
DY CLERK OF COURT

CONFIDENTIALITY AND PROTECTIVE ORDER

IT IS ORDERED that:

1. The State of Louisiana through the Office of Financial Institutions ("OFI") shall produce documents and information requested by Lillie Plaintiffs in accordance with Louisiana Revised Statute 6:103 as stated herein.

2. All documents and information produced by OFI are designated as "CONFIDENTIAL" material.

3. "CONFIDENTIAL" material shall not be disclosed to anyone other than named parties, any member of the class of plaintiffs certified by the Court, in the event Plaintiffs' Motion for Class Certification is granted, and persons designated in Paragraph 4 below and shall be handled in the manner set forth below, and in any event, shall not be used for any purpose other than solely for the prosecution of claims or defenses in the referenced litigation and such materials shall not be used for any other business, commercial or competitive purpose.

4. "CONFIDENTIAL" material shall be disclosed only to the following, subject to Paragraph 6 of this Order:

- a. Plaintiffs named in the original Petition filed in the referenced litigation and, in the event the court certifies a class, members of that class;
- b. The parties' own counsel and associates, law clerks, paralegals, secretaries, and office personnel employed by counsel and outside clerical services engaged by counsel, such as copying and courier services;
- c. Qualified persons taking testimony involving such information and necessary stenographic and clerical personnel thereof;

- d. Experts, consultants and their staff who are retained by counsel of record to serve as an expert witness or consultant in the referenced litigation; and
- e. Any other person of whom testimony is to be taken in this proceeding, whether at trial or by deposition, except that such person may only be shown "CONFIDENTIAL" items during testimony and in preparation therefore.

5. The protections conferred by this Order, shall not only apply to that material deemed "CONFIDENTIAL" (as defined above) but also (1) any information copied or extracted from "CONFIDENTIAL" material; (2) all copies, excerpts, summaries or compilations of "CONFIDENTIAL" material; and (3) any testimony, conversations or presentations by parties or their counsel that might reveal "CONFIDENTIAL" material.

6. "CONFIDENTIAL" material shall not be disclosed to any persons designated in Paragraphs 4(c), 4(d) or 4(e) unless they have first read this Order and have agreed in writing to be bound by the terms hereof through the execution of the acknowledgment in writing attached as Exhibit "A" hereto. A copy of this written acknowledgement shall be provided to the OFI within five (5) days after it is executed. Any notices and copies of all written acknowledgments by any individual having access to "CONFIDENTIAL" material pursuant to this Order shall be sent by certified mail, return receipt requested to counsel for OFI as follows:

David M. Latham
Everitt, Pratt & Latham, L.L.C.
400 Poydras Street, Suite 2107
New Orleans, LA 70130

7. In the event any additional persons or entities become parties to this litigation, they shall not have access to "CONFIDENTIAL" material produced by OFI until the newly joined party and existing parties to this action have agreed to be bound by the terms of this Order, and have executed the acknowledgement attached hereto as Exhibit "A."

8. "CONFIDENTIAL" material and all reproductions and summaries thereof and any memoranda relating thereto shall be retained and stored under the direct control of counsel for plaintiffs who shall be responsible for preventing any disclosure thereof except in accordance with the terms of this Order.

9. All materials subject to confidential treatment in accordance with the terms of this Order that are filed with the Court, and any pleading, motions or other

papers filed with the Court disclosing any “CONFIDENTIAL” material shall be filed under seal and kept under seal until further order of the Court.

10. The production of materials and execution of this Order shall not: (a) prejudice in any way the rights of any party to object to the production of discovery materials it considers protected; (b) prejudice in any way the rights of a party to seek a court determination (i) as to whether particular discovery materials should be produced or (ii) if produced, said material shall be subject to the terms of this Order; (c) prejudice in any way the rights of a party to apply to the Court for a further protective order relating to any “CONFIDENTIAL” material or modification of the terms of this Order or to seek relief from the restrictions imposed by this Order, or (d) file a Motion in Limine concerning these materials.

11. If a party wishes to disclose any “CONFIDENTIAL” material to any persons not enumerated in Paragraph 4, said party may, upon motion and contradictory hearing, seek judicial relief from the provisions of this Order.

12. The parties agree to inform one another in advance and meet and confer if any party seeks to offer or use at trial or hearing any “CONFIDENTIAL” material. If the parties cannot reach agreement on the use of the material, then any party may request that the trial or hearing be conducted in camera or that the material be offered or used under seal, or such other relief as may be appropriate.

13. In the event that the confidentiality of OFI’s information and material covered by this Order has been breached and the terms and conditions of this Order have been violated, the OFI may, in its discretion, disclose any and all such information to the extent it is necessary to protect the confidentiality of material and information provided under the terms of this Order or for the imposition of sanctions by the Court.

14. Discovery that is provided prior to the signing and entry of this Order by the Court is subject to the provisions set forth herein.

15. If it shall be necessary for any party to employ an attorney to enforce its rights pursuant to this Order or to recover damages resulting from the disclosure of confidential documents or information, the disclosing party shall reimburse the non-disclosing party for reasonable attorney’s fees and all related expenses incurred in connection with such enforcement of rights.

16. Upon termination of these proceedings, each party subject to this Order shall assemble and return to the other parties all "CONFIDENTIAL" material, including all copies of such materials, but not including copies containing notes or other attorney's work product, which may have been placed thereon by counsel for the other parties. All copies containing notes or other attorney's work product shall be destroyed. Receipt of material returned by a party shall be acknowledged in writing. All provisions of this section, however, shall be limited by any law or ethical standard requiring the retention of the herein described materials by counsel.

17. Even after final disposition of the referenced litigation, the confidentiality obligations imposed by this Order shall remain in effect until OFI agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, reviewings, remands, trials or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

18. The provisions of this Order shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns. There are no third party beneficiaries to this Order, and the provisions hereof shall not impart rights enforceable by any individual or entity other than the parties hereto or any permitted successor or assign hereof.

Baton Rouge, Louisiana this 2nd day of February, 2011.

R. Michael Caldwell
JUDGE R. MICHAEL CALDWELL

Approved as to form:

David Latham
Mr. David Latham (by permission)
Everitt, Pratt & Latham, L.L.C.
400 Poydras Street, Suite 2107
New Orleans, Louisiana 70130

Attorney for State of Louisiana through the Office of Financial Institutions

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Attorney for Plaintiffs, Troy Lillie et al.

CERTIFIED
TRUE COPY

FEB 07 2011

Amelle Bourgeois
DEPUTY CLERK OF COURT