

IN RE: HURRICANE CLAIMS

SECTION:

“CLS”

19th JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

CASE MANAGEMENT ORDER #1

Hurricanes Laura, Delta, Zeta and Ida have inflicted damage throughout many areas of South Louisiana. As a result of these catastrophic natural disasters, first party lawsuits and related claims have been filed in this District for adjudication.

By *En Banc* Order dated August 14, 2023, this Court established a pilot program for a Complex Litigation Section (“CLS”). The purpose of the CLS is to actively manage complex litigation disputes and to provide timely and cost-effective resolution. The CLS will utilize active judicial case management in collaboration with the parties and their counsel in pursuit of this goal.

It is estimated that hundreds of Hurricane Cases have been filed with the Clerk of Court for East Baton Rouge Parish. To promote the just and expedient resolution of these related matters, the Judges of the 19th Judicial District Court entered *En Banc* Orders transferring the majority of these cases (“Hurricane Cases”)¹ to the CLS.

Furthermore, La. R.S. 13:4165, and Act 318 of the 2021 Regular Session the Legislature of Louisiana, further expands this Court’s judicial authority related to Special Masters and mandatory mediation in cases stemming from certain major disasters such as the aforementioned Hurricane Cases.

The Court desires, to the greatest extent possible within the powers granted unto it, to eliminate increased difficulties to the parties involved, allow the citizens of Louisiana to efficiently move forward with their respective claims, and to bring as much of this litigation to resolution as justly and expeditiously as possible.

WHEREFORE, IT IS HEREBY ORDERED that this **Case Management Order** shall be immediately applicable to all Hurricane Cases currently pending or hereafter filed in or transferred to this Court:

¹ All Hurricane Laura, Delta, Zeta and Ida cases pending in the 19th JDC, with the exception of lawsuits allotted to Sections 22 and 26, will be transferred to the CLS. Lawsuits pending in Section 22 and Section 26 will remain in those Sections.

SECTION 1. DISCOVERY AND SETTLEMENT PROCEDURE

I. RESPONSIVE PLEADINGS:

- A. IT IS HEREBY ORDERED that all responsive pleadings shall be filed within fifteen (15) days of this Order or within the time delays set forth by Louisiana law, whichever occurs later.

II. INITIAL DISCLOSURES:

IT IS HEREBY ORDERED that:

- A. Initial Disclosures shall be exchanged between the parties within forty-five (45) days from the issuance of this Order or forty-five (45) days from the date responsive pleadings are filed, whichever occurs later (“Disclosure Deadline”).
- B. Information and items to be included in the Initial Disclosures are hereby listed and identified in Exhibit A of this Order.
- C. A computation of damages, with all supporting documentation, shall be submitted to Defendant(s) with the Initial Disclosures.
- D. A log of any prior payments made to Plaintiff(s) from any source(s) shall be submitted to Plaintiff(s) with the Initial Disclosures. See Exhibit D.
- E. A party may object to providing the Initial Disclosures outlined in Exhibit A only if the information or material is privileged. Any party asserting a privilege shall produce a privilege log to opposing counsel on or before the Disclosure Deadline. This privilege log shall detail all information and/or materials withheld from production on the claim of a privilege assertion. Specifically, the privilege log shall include the author of the document, the recipient of the document, the date of the document, and the nature of the privilege asserted.
- F. This Case Management Order incorporates the Protective Order attached as Exhibit E and governs all proceedings subject to this Case Management Order, absent good cause shown by request to the Special Master as provided in the Dispute Protocol (Section V) below.
- G. Extensions for Initial Disclosures may be granted upon a showing of good cause by request to the Special Master, as provided in the Dispute Protocol (Section V) below.
- H. Parties have a continuing duty to supplement their Disclosures as additional information becomes available.

III. STATUS REPORT

- A. Each party shall submit a Preliminary Status Report (Exhibit B) to the Special Master within thirty (30) days after the issuance of this Order or within thirty (30) days of the transfer of the case to the CLS.
- B. The parties shall submit a Joint Status Report (Exhibit C) to the Special Master forty-five (45) days after the Disclosure Deadline.

IV. SETTLEMENT CONFERENCE WITH THE SPECIAL MASTER

- A. The Special Master will begin scheduling formal settlement conferences following receipt of the Joint Status Report.
- B. Supplemental disclosures and a demand, with an itemized computation of damages, must be submitted twenty (20) days prior to the settlement conference with the Special Master. A responsive offer to the plaintiff(s)' demand shall be submitted at least three (3) working days prior to the settlement conference.
- C. Each party is **required** to have in attendance an individual with final, unrestricted authority to settle the matter and to bind the party.
- D. The formal settlement conference with the Special Master may be conducted in person or via video conferencing, as set forth by the Special Master.

V. DISPUTE PROTOCOL:

- A. Should any dispute arise between the parties, a request for relief shall be made to the Special Master in writing. In the event of a dispute, the requesting party shall first email the Special Master and opposing counsel a memorandum not to exceed five (5) pages (*double spaced, 12- point font, legal sized paper*) identifying the procedural posture of the case, the issues in dispute, requested relief and supporting legal authority. Within five (5) working days from request to the Special Master, the opposing party may email a response to opposing counsel and the Special Master not to exceed five (5) pages (*double spaced, 12-point font, legal sized paper*). Either party may request a conference with the Special Master. Absent such request, the issue(s) will be decided on the pleadings.
- B. A Special Master Report and Recommendation Order will be forwarded to the parties. If parties object to the Special Master Report and Recommendation Order and request additional or alternative relief, then a request for a contradictory hearing may be made by motion to the presiding judge within ten (10) working days of the issuance of the Special Master Report and Recommendation Order.

VI. PROCEEDINGS REQUIRING PRESIDING JUDGE INTERVENTION

- A. If a Hurricane Case does not resolve with the assistance of a Special Master either at the formal settlement conference or through settlement efforts conducted thereafter, the matter will proceed as an Ordinary Proceeding and may be transferred to the originally docketed Section thereafter.
- B. Failure to comply with any portion of this Order may be referred to the presiding CLS judge.

SECTION 2: SPECIAL MASTERS

- A. Pursuant to LSA R.S. 13:4165, Act 318 of the 2021 Regular Session the Legislature of Louisiana, and the CLS En Banc Orders, and considering the complexity of factual and legal issues, the Court's docket, the consent of the parties, and exceptional conditions, this Court hereby Orders the appointment of Michael R.D. Adams, Farah F. Gheith, Kenneth Hooks, III, Karli Glascock Johnson, and Alejandro Perkins as Special Masters to oversee the Hurricane Cases.
- B. The Special Masters shall facilitate communication amongst the parties and the presiding CLS Judge. This authority includes the power to order parties and/or party representatives with full power of settlement to submit briefings, engage in discovery, prepare reports and recommendations, to resolve disputes amongst the parties, and conduct settlement conferences, under the direction of the presiding CLS Judge.
- C. The Special Masters may initiate contact and communicate with counsel for any party so long as the opposing party representative(s) is/are present during said communication as he or she deems appropriate with respect to the efficient administration and management of the proceeding.
- D. With respect to the Settlement Conference with the Special Master (Section IV), the Special Master may initiate contact and communicate with counsel for any party *ex parte*, as he or she deems appropriate with respect to the efficient administration and management of the proceeding. The Special Master, the parties, and those assisting the foregoing shall be bound by the confidentiality of all settlement discussions and said settlement discussions shall not be admissible nor disclosed should the matter move forward to trial.
- E. Communications and submissions shall be made to the assigned Special Master at the email address to be provided by the assigned Special Master, with opposing counsel(s) included on said email to the Special Master. All email communications must reference the case docket number in the subject line.
- F. Compensation:
 - 1. There shall be a \$300 per case Administrative Fee assessed to every case subject to this Case Management Order. The Administrative Fee is to be paid to the Special Master within thirty (30) days of the invoice submission by the Special Master, 25% by Plaintiff(s) and 75% by Defendant(s).
 - 2. The Special Master and/or any designees (associate attorneys, paralegals, administrative staff) shall be compensated as set forth below:
 - a. \$450 per hour for the Special Master and/or court appointed mediator;
 - b. \$200 per hour for Associate Attorneys, and
 - c. \$100 per hour for paralegals and administrative staff as designated by the Special Master.
 - 3. The Special Master shall submit his/her bills for payment upon the conclusion of the matter, unless otherwise directed by the Court. The parties shall have ten (10) days from receipt of invoices within which to submit any objections to the invoices of the Special Master as identified in the Dispute Protocol (Section V). Additionally, the presiding CLS Judge may set a hearing or conference to resolve any and all issues concerning the fees and expenses due to the Special Master(s).
 - 4. For cases that are resolved in the Special Master proceeding, the parties shall pay all outstanding costs and fees to the Special Master within thirty (30) days of the invoice submission or within five (5) days after an order is signed by the Judge if said invoice submission required intervention by the presiding CLS Judge.

5. Should the case be transferred to the regular court docket, all costs and fees shall be paid within thirty (30) days of transfer or within five (5) days after an order is signed by the Judge if said invoice submission required intervention by the presiding CLS Judge.
6. All fees and costs shall be paid 25% by Plaintiff(s) and 75% by Defendant(s), unless otherwise agreed to by the parties.

G. Requests for an Umpire:

1. If an insurance policy implicated in a Hurricane Case provides for court appointment of a neutral or third-party appraiser for valuation disputes (“Umpire”), any request for the appointment by this Court of an Umpire shall only occur if the parties have otherwise complied with the language in the insurance policy and have been unable to agree on their own Umpire.
 2. If an Umpire is required, a request for the appointment shall be made by email to the Special Master no later than fourteen (14) days after the Disclosure Deadline.
 3. The Umpire Report must be disclosed no later than thirty (30) days from the receipt of the report by the Umpire.
 4. The Court may appoint an Umpire of its choosing at any time during the case proceedings or by request from the Special Master to assist the Special Master or the Court regarding any outstanding valuation disputes. The Umpire is to be compensated no more than \$250 per hour, unless otherwise specified, with costs of the Umpire to be split 25% by the Plaintiff(s) and 75% by the Defendant(s).
- H. Notice of Opt-Out Motion of the Special Master: Any party to a Hurricane Case may file a motion and memorandum with the presiding CLS Judge requesting an opt out from the appointment of a Special Master for good cause shown. Said motion must be filed within fifteen (15) days after a petition is served or fifteen (15) days from the date of the signing of this Order, whichever is later. Any party filing an opt-out motion of the Special Master shall also forward the assigned special master and opposing counsel their filing. The moving party shall provide notice to the Special Master of the Court’s Order granting or denying the opt-out motion.
- I. Counsel for any party to a Hurricane Case shall be required to provide email notice to the Special Master of the initial pleadings and all subsequent filings in the case (knowledge of this provision is presumed where counsel for the party has been provided a copy of this Order).
- J. The Special Master may jointly form a plaintiff liaison committee and a defense liaison committee. If formed, the Special Masters may solicit input and responses concerning commonly occurring legal issues that the liaison committees, from experience, believe may arise in many of these cases, along with relevant case law or other authority addressing these issues. While the ultimate determination of any such common issue may well be fact driven, and the outcome of any legal issue will be determined by the Court, the Special Masters may seek this information to educate and fully prepare all parties to the process with the hope of expediting the settlement process. The Special Masters may facilitate discussions by and among the parties and various third parties to promote, to the greatest extent possible, consistency in the resolution of cases.

SECTION 3: NOTICE

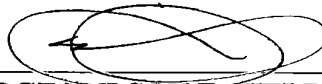
- A. Any party filing a Hurricane Case pleading should note on its cover letter to the Clerk, in all CAPS type and red font that the matter is a "HURRICANE CASE." Each caption and on each pleading, "HURRICANE CASE" in bold print shall follow the docket number.
- B. For any proceeding transferred to the CLS and designated as a "Hurricane Case", the Clerk of Court shall send a copy of this Case Management Order to all parties by U.S. Mail, Fax, or any other authorized means.
- C. Any party making any filing in a Hurricane Case subject to this Order shall serve a courtesy copy on the Special Master as provided in Section 2(E).

SECTION 4: COURT SUPERVISION

- A. This Case Management Order shall be subject to the ultimate control and supervision of the Court. The Case Management Order for Hurricane Cases is subject to modification pursuant to further Orders of this Court. All provisions of this Order shall become effective upon signing of this Order and shall be applicable to all cases whether then pending or thereafter filed.

DONE AND SIGNED THIS 01 day of February, 2024 in

East Baton Rouge Parish, LA.



JUDGE WILSON E. FIELDS

CZ-2088

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February 01, 2024

DIVISION O
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EXHIBIT A

IN RE: HURRICANE CLAIMS

SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

INITIAL DISCLOSURES

I. Disclosures from Insured

a. Interrogatories:

1. A description of the Insured's ownership or other interest in the Property.
2. The address of the Property (or location of movable Property) on the date of the Event.
3. The name of each Insurer and all policy numbers for each Policy or Other Insurance held by or potentially benefitting the Insured or the Property on the date of the loss, including relevant policy and claim numbers for any claims.
4. Identify any current mortgagee or other known lien holder.
5. A computation of each item or type of Claimed Loss, including contents claims if in dispute. When the Policy requires, the computation should reasonably identify or itemize price and quantity of materials.
6. Identify any payments received under the Policy relating to the Event. Identify the source and amount of any payments received after the Event from Other Insurance, or any other source, for all or any part of the Loss.
7. Identify any grant or other similar program that the Insured applied for after the Event, including a Small Business Administration loan, seeking payment for all or any part of the Loss.
8. Identify the public or other adjusters, estimators, inspectors, contractors, engineers, or other persons engaged by or on behalf of the Insured relating to the Claimed Loss.
9. With respect to any Other Insurance, all policy numbers, the name of each insurer, and claim and docket numbers for any claims made for coverage by the Insured on the same Property at issue in this litigation.
10. Identify the source and amount of any payments received after the Event from Other Insurance, or any other source, for all or any part of the Loss.
11. A general description, including the court and docket number, of any other lawsuits arising from the Event relating to the Property.
12. A general description of any known preexisting damage to the Property relating to the Claimed Loss.
13. A general description of any claims for property damage or lawsuits resulting from property damage in the past ten years relating to the Property.
14. Identify any sale, transfer, or foreclosure of the Property after the Event.

b. Production of Documents from Insured (complete and unaltered):

1. Documents relating to the Claimed Loss, including loss estimates; adjuster's reports; engineering reports; contractor's reports; estimates, bids, plans, or specifications regarding repair work (whether planned,

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in progress, or completed); photographs; videos; or other materials relating to the Claimed Loss, along with any receipts, invoices, and other records of actual costs to repair or replace the Claimed Loss. This shall include all reports or analyses, including draft reports, prepared on behalf of Insured.

2. Proofs of loss for the Claimed Loss.
3. Documents relied on by the Insured in generating any proof of loss required or provided under the Policy.
4. Written communications exchanged between the Insured and Insurer that refer or relate to Insured's Claimed Loss, the Property, or damages, or otherwise relating to the Insured's claim.
5. Photographs and videos of the Property taken for the purpose of documenting the condition of the Property, including photographs and videos of the Loss.
6. Written communications, photographs, or estimates of damages sought from or paid by any other insurer related to the Event.
7. The insurance policy with respect to any Other Insurance, and the claim numbers for claims made to recover Loss to the Property relating to the Event.
8. Appraisals or surveys of the Property condition within five years before, or any time after, the Event.
9. If there has been an appraisal under the Policy, documents relating to the appraisal process.
10. Any other document(s) on which the Insured relies to support the Claimed Loss.

II. Disclosures from Insurer:

a. Interrogatories:

1. If Dispute over coverage:
 - a. An explanation of the Insurer's reason for the denial of coverage, including:
 - i. Any exclusions or exceptions, or other coverage or legal defenses;
 - ii. The factual basis for any exclusion, limitation, exception, or condition-based dispute or defense;
 - iii. Whether there is also a dispute as to the value or amount of the Claimed Loss;
 - iv. Any other basis on which coverage was denied.
2. If Dispute over valuation:
 - a. An explanation of the Insurer's basis for disputing the value or amount of the Claimed Loss, including:
 - i. The Insurer's understanding of the nature of the dispute;
 - ii. The amount the Insurer disputes and the basis for that dispute, including any applicable Policy provisions that the Insurer alleges or believes are relevant to the dispute; and
 - iii. The amount the Insurer agrees to pay, if any, with respect to any undisputed part of the Claimed Loss.
3. Any Policy terms or conditions that the Insurer alleges the Insured failed to comply with, including conditions precedent or other terms.
4. Any payments previously made under the Policy relating to the Event.
5. A general description of any other basis for nonpayment of the Claimed Loss, in whole or in part.
6. Any other Event-related lawsuits filed for the Property or the Insured.
7. Identify the adjuster(s) who handled the claim.
8. Identify the individual(s) who evaluated, recommended, made, approved, or rejected the claims decision.

9. Identify the field personnel, estimators, inspectors, contractors, engineers, or other persons who participated in any investigation of the claims or the claims process, had any part relating to Insurer's evaluation process for the claims, or upon who the Insurer relied upon or received information from concerning Insurer's evaluation process or claim decision; and identify anyone who had any role in drafting, editing, reviewing, or approving any report(s), evaluation(s), or inspection(s) on behalf of Insurer involving the Insured's claim.
10. If preexisting damage is at issue in the litigation, a general description of any prior claims in the past ten years for the Property.

b. Production of Documents from Insurer (complete and unaltered):

1. The entire claim file maintained by the Insurer.
2. The complete Policy in effect at the time of the Event.
3. Assessments of the Claimed Loss, including: loss reports, expert reports that contain any description or analysis of the scope of loss or any defenses under the Policy, damage assessments, adjuster's reports, engineering reports, contractor's reports, and estimates of repair or replacement. This shall include all reports or analyses, including all drafts, prepared as part of the evaluation or claims process involving Insured's claim by Insurer, or documents or records reviewed in any way in connection with Insurer's handling of the claim.
4. Photographs and videos of the Property taken for the purpose of documenting the condition of the Property, including photographs and videos of the Claimed Loss.
5. Any other evaluations of the Claimed Loss.
6. Documents containing recordings, transcripts, or notes of statements, conversations, or communications by or between the Insurer and the Insured relating to the Event.
7. The complete underwriting file maintained by the Insurer relating to the Property, its conditions, or coverage.
8. Proofs of loss for the Claimed Loss.
9. If there has been an appraisal under the Policy, all documents relating to the appraisal process.
10. Any manuals, policies, directives, guidelines, instructions (whether written, electronic, or otherwise), literature, or similar written materials that would pertain to the Claimed Loss, Hurricane or to similar types of claims, generally such that they would therefore be applicable to the Hurricane Case including the Insured's claim. This includes any document that Insurer relied upon, or intends to rely upon, pertaining to industry guidelines, standard practices, or recommended practices for adjusting first party claims.
11. Any other document(s) on which the Insurer relies to support its defenses.

EXHIBIT B

IN RE: HURRICANE CLAIMS

**SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

PRELIMINARY STATUS REPORT

A. CASE INFORMATION

- a. **Date Lawsuit Filed**
- b. **Docket Number**
- c. **Original Section Assigned**
- d. **List of all Parties**
- e. **Hurricane at Issue**
- f. **Date of Loss**
- g. **Status of Case** (Active; Settled pending dismissal; Awaiting settlement funds; etc.)
- h. **Service Information** (Date of Service; Party Served; Any Outstanding Service Issues; etc.)

B. PARTIES AND ATTORNEYS (*Specify lead counsel and firm; Note counsel to whom all communications with Special Master should be addressed.)

C. BRIEF BACKGROUND OF CASE

- a. **Plaintiff(s)** [no longer than one (1) page]
- b. **Defendant(s)** [no longer than one (1) page]

D. CHECKLIST:

- a. **Responsive pleadings filed by all defendants** _____ **YES** _____ **NO**
- b. **Insurance policy(ies) produced?** _____ **YES** _____ **NO**
- c. **All known lienholders disclosed** _____ **YES** _____ **NO**
- d. **Inspection completed (if required)** _____ **YES** _____ **NO**
- e. **Estimate(s) completed & exchanged** _____ **YES** _____ **NO**
- f. **Appraisal completed & exchanged** _____ **YES** _____ **NO**

If your answer to any of the above questions was "NO", please briefly specify the explanation for your answer(s) above for each item(s) by each party.

- a. **Plaintiff(s):**
- b. **Defendant(s):**

E. ADDITIONAL QUESTIONS:

- a. Is this a LIGA Claim? _____ YES _____ NO
- b. Is this an Assignment of Benefits (AOB) Claim? _____ YES _____ NO
- c. Is this a Commercial Claim? _____ YES _____ NO
- d. Is a Lien Holder required to be listed on any settlement check per terms of policy? _____ YES _____ NO
- e. Is an Umpire required per terms of policy? _____ YES _____ NO
- f. Have any payments been made to date? _____ YES _____ NO
 - i. If yes, how much, by whom, under what coverage, and when? _____
 - ii. If yes, has Exhibit D been submitted: _____ YES _____ NO
- g. Has a settlement demand been made? _____ YES _____ NO
- h. Has a settlement conference been held? _____ YES _____ NO
 - i. If yes, with whom and when?
 - ii. If yes, please identify any issues encountered during the prior settlement conference(s). _____
- i. Any interest in early settlement conference with the Special Master? _____ YES _____ NO

F. OTHER MATTERS:

Additional matters related to settlement and resolution of this claim: _____

Respectfully Submitted:

[Signature Block]

EXHIBIT C

IN RE: HURRICANE CLAIMS

**SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

JOINT STATUS REPORT

A. PARTIES AND ATTORNEYS

- a. Plaintiff(s)
- b. Defendant(s)

B. BRIEF BACKGROUND OF CASE

- a. Plaintiff(s) [no longer than one (1) page]
- b. Defendant(s) [no longer than one (1) page]

C. CHECKLIST:

- a. Responsive pleadings filed by all defendants _____ YES _____ NO
- b. Initial disclosure production(s) completed _____ YES _____ NO
- c. Discovery issues resolved _____ YES _____ NO
- d. Insurance policy(ies) produced? _____ YES _____ NO
- e. All known lienholders disclosed _____ YES _____ NO
- f. Inspection completed (if required) _____ YES _____ NO
- g. Estimate(s) completed & exchanged _____ YES _____ NO
- h. Appraisal completed & exchanged _____ YES _____ NO

If your answer to any of the above questions was "NO", please briefly specify the explanation for your answer(s) above for each item(s) by each party.

- a. Plaintiff(s):
- b. Defendant(s):

D. ADDITIONAL QUESTIONS:

- a. Is this a LIGA Claim? _____ YES _____ NO
- b. Is this an Assignment of Benefits (AOB) Claim? _____ YES _____ NO
- c. Is this a Commercial Claim? _____ YES _____ NO

- d. Is there a claim for statutory bad faith penalties?** _____ **YES** _____ **NO**
- i. If yes, on is it on the demand? _____ **YES** _____ **NO**
- ii. If yes, is it on late prior payments? _____ **YES** _____ **NO**
- e. Is there a claim for attorneys' fees?** _____ **YES** _____ **NO**
- f. Is a Lien Holder required to be listed on any settlement check per terms of policy?** _____ **YES** _____ **NO**
- g. Is an Umpire required per terms of policy?** _____ **YES** _____ **NO**
- i. If Yes, has an Umpire been retained? _____ **YES** _____ **NO**
- ii. If No, will an Umpire be requested? _____ **YES** _____ **NO**
- h. Have any payments been made to date?** _____ **YES** _____ **NO**
- i. If yes, how much, by whom, under what coverage, and when? _____
- ii. If yes, has Exhibit D been submitted: _____ **YES** _____ **NO**
- i. Prior settlement conference(s) held** _____ **YES** _____ **NO**
- i. If yes, with whom and when?
- ii. If yes, describe the issues encountered at last settlement conference(s)
- j. If this matter goes to trial, will it be a bench or Jury trial?** **Bench** _____ **Jury** _____
- k. Preferred settlement conference location*** **In person** _____ **Video** _____
 (*Special Master has discretion as to method of conference)

E. NEGOTIATIONS:

- a.** Plaintiff(s) last demand and date of demand _____
- b.** Defendant(s) last offer and date of demand _____

F. OTHER MATTERS:

Additional matters related to settlement and resolution of this claim: _____

Respectfully Submitted:

[Plaintiff(s) & Defendant(s) signature blocks]

EXHIBIT D

IN RE: HURRICANE CLAIMS

**SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

LOG OF PRIOR PAYMENTS MADE BY INSURER AND/OR BY LIGA

CATEGORY	POLICY LIMITS	PRIOR PAYMENTS	DATE(S)
Property			
Other Structures			
Personal Property			
Additional Living Expenses			

OTHER PAYMENTS _____

OTHER DETAILS: _____

TOTAL PAYMENTS: _____

EXHIBIT E

IN RE: HURRICANE CLAIMS

**SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

INTERIM PROTECTIVE ORDER

The Initial Discovery Protocols 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. The 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 subsequent discovery. 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 Protocols:

1. Any party may designate as "Confidential" any document, or information contained in or 1.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.
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; and
 - 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.

- f. The Special Master, his/her designee, and his/her staff, as well as 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 (Attachment A to the Interim Protective Order). 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 or 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, under Louisiana Code of Evidence Article 502.

This Order shall 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, and any violation of this Order may be sanctioned by the Court.

SO ORDERED on this 01 day of February, 2024, at Baton Rouge, Louisiana.



HONORABLE JUDGE, WILSON E. FIELDS
19TH JUDICIAL DISTRICT COURT

CZ-2088

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IN RE: HURRICANE CLAIMS

**SECTION: "CLS"
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

**INTERIM PROTECTIVE ORDER
ATTACHMENT A**

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

[PRINTED NAME HERE]
DATE: _____

Signed in the presence of:

[ATTORNEY]