

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 11-CV-03143-WJM

JTS CHOICE ENTERPRISES, INC.,

Plaintiff,

v.

E.I. DU PONT NEMOURS AND COMPANY;
METRO PAINT SUPPLIES, INC.; and
AUTOMOTIVE COATINGS & EQUIPMENT, LLC

Defendants.

**ORDER GRANTING DEFENDANTS METRO PAINT SUPPLIES, INC. AND
AUTOMOTIVE COATINGS & EQUIPMENT, LLC'S UNOPPOSED MOTION TO
MODIFY THE STIPULATION AND PROTECTIVE ORDER**

The Court, having reviewed Defendants Metro Paint Supplies, Inc. and Automotive Coatings & Equipment, LLC's Unopposed Motion to Modify the Stipulation and Protective Order, and being fully apprised on the premises, Hereby GRANTS the Motion and ORDERS that the governing Stipulation and Protective Order is modified to include the following language:

Pursuant to Paragraphs 6(i) and 7(g) of the Stipulation and Protective Order entered in this cause on July 16, 2012 [Doc. 90], the following additional persons are included as persons to whom material designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL may be disclosed by the Receiving Party:

The employees of the liability insurer(s) of the Receiving Party; counsel for such insurer(s); and said counsel's paralegals, assistants, secretaries, clerical staff and/or other employees working under the supervision of said counsel.

The disclosure of CONFIDENTIAL and/or HIGHLY CONFIDENTIAL materials to such persons shall be subject to the following provisions:

1. All such persons shall first execute a "Statement Agreeing to Confidential Treatment of Materials," in a form substantially similar to Exhibit A of the Order of July 16, 2012 [Doc.90], before receiving CONFIDENTIAL and/or HIGHLY CONFIDENTIAL materials.

2. Any CONFIDENTIAL and/or HIGHLY CONFIDENTIAL material received by such persons shall be used only for the purposes of evaluating whether the Receiving Party is or may be entitled to insurance coverage for the claims made against it in this cause; any related insurance coverage litigation, including but not limited to that certain action entitled *Westfield Ins. Co. v. Metro Paint, et al.*, No. 13 C 1471, in the U.S. District Court for the Northern District of Illinois; and, to the extent, if any, that any insurance coverage exists or may exist, to evaluate the issues of the liability of the Receiving Party to the Plaintiff herein, if any, and the Plaintiff's damages, if any.

3. All such persons receiving CONFIDENTIAL and/or HIGHLY CONFIDENTIAL material shall agree to treat it in accordance with Paragraphs 16 and 17 of the Order of July 16, 2012. However, as to such persons and the insurers with which they are affiliated, the terms of Paragraph 18 of said Order shall be amended to provide that such persons shall return to the Receiving Party, or destroy, any such CONFIDENTIAL and/or HIGHLY CONFIDENTIAL

material in the person's possession or control within 60 days of the earlier of: (1) Settlement of any and all insurance coverage disputes; or (2) Entry of final judgment, inclusive of all appeals, in any related insurance coverage litigation.

4. In the event that any person receiving such CONFIDENTIAL and/or HIGHLY CONFIDENTIAL material wishes to use such material in connection with related insurance coverage litigation, such person will agree to file such material under seal, in compliance with the rules of the court in which such litigation is brought, and will take no action to cause such material to be unsealed without first providing notice of intent to seek to have the material unsealed to the Receiving Party and the Producing Party, in accordance with Paragraph 21 of the Order of July 21, 2012, except as otherwise required by law and/or process of court.

Dated this 13th day of June, 2013.



Kathleen M. Tafoya
United States District Court Judge