

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

_____)
)
WESTERN RESERVE LIFE ASSURANCE)
COMPANY OF OHIO,)
Plaintiff,)

vs.)

JOSEPH CARAMADRE, RAYMOUR)
RADHAKRISHNAN, ESTATE PLANNING)
RESOURCES, INC., HARRISON CONDIT,)
And FORTUNE FINANCIAL SERVICES,)
INC.)
Defendants;)

C.A. No.: 09-470-WS

_____)
)
TRANSAMERICA LIFE INSURANCE)
COMPANY,)
Plaintiff,)

vs.)

JOSEPH CARAMADRE, RAYMOUR)
RADHAKRISHNAN, ESTATE PLANNING)
RESOURCES, INC., ESTELLA)
RODRIGUES, EDWARD MAGGIACOMO,)
JR., LIFEMARK SECURITIES CORP., and)
PATRICK GARVEY,)
Defendants;)

C.A. No.: 09-471-WS

_____)
)
WESTERN RESERVE LIFE ASSURANCE)
COMPANY OF OHIO,)
Plaintiff,)

vs.)

JOSEPH CARAMADRE, RAYMOUR)
RADHAKRISHNAN, ESTATE PLANNING)
RESOURCES, INC., ADM ASSOCIATES,)
LLC, EDWARD HANRAHAN, THE)
LEADERS GROUP, INC., and CHARLES)
BUCKMAN,)
Defendants;)

C.A. No.: 09-472-WS

_____)	
)	
WESTERN RESERVE LIFE ASSURANCE)	
COMPANY OF OHIO,)	
Plaintiff,)	
)	
vs.)	
)	C.A. No. 09-564-WS
JOSEPH CARAMADRE, RAYMOUR)	
RADHAKRISHNAN, ESTATE PLANNING)	
RESOURCES, INC., HARRISON CONDIT,)	
and FORTUNE FINANCIAL SERVICES,)	
INC.,)	
Defendants.)	
_____)	

PROPOSED CONFIDENTIALITY ORDER

WHEREAS, The parties to the above actions may engage in discovery as permitted by the Federal Rules of Civil Procedure and orders of this Court;

WHEREAS, certain documents and information requested and/or subject to disclosure in this action may constitute the confidential or proprietary information of the producing parties;

WHEREAS, the parties agree that the disclosure of confidential or proprietary information in the course of this action should not take place in the absence of a protective order appropriately limiting the use and dissemination of such confidential or proprietary information;

WHEREAS, the parties believe that it would serve their interests to conduct discovery under a protective order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure; and

WHEREAS, good cause has been shown for the entry of this Order.

NOW, THEREFORE, THIS COURT, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, **ORDERS** the following:

1. A Producing Party may designate “Confidential” any documents, things, interrogatory answers, responses to requests for admissions, trial or deposition testimony, or other material that contains Confidential Information as set forth below. As used in this Order, the term “Confidential Information” means material or information not generally known to the public that the producing party in good faith believes to incorporate sensitive business or commercial information, trade secrets, know-how, proprietary data, or private or personal information. Information so designated shall include all copies, excerpts, summaries, indices, or abstracts of such information, regardless of the manner disclosed, including designated information disclosed during a deposition, in a document, in an interrogatory answer, by production of tangible evidence, during a hearing or trial, in responses to requests for admissions or otherwise disclosed in connection with this action. All Confidential Information produced or exchanged in the course of this litigation shall be used solely for the purpose of this litigation and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms hereof. To the extent the parties wish to use Confidential Information in any other civil, administrative or criminal proceeding, they must seek consent from the Producing Parties and, if unable to obtain consent, may seek relief from this Court.

2. Confidential documents, materials, and/or information (collectively “Confidential Information”) shall not, without the consent of the Producing Party or further Order of the Court, be disclosed, except that such information may be disclosed to:

(a) the Receiving Party’s attorneys actively working on these cases (including both in-house and outside counsel);

(b) persons regularly employed or associated with the Receiving Party's attorneys actively working on these cases whose assistance is required by these attorneys in the preparation for trial, at trial, or at other proceedings in these cases;

(c) the parties to this Order;

(d) expert witnesses and consultants retained in connection with this proceeding, to the extent such disclosure is necessary for preparation, trial, or other proceedings in these cases;

(e) the Court and its employees ("Court Personnel");

(f) stenographic reporters who are engaged in proceedings necessarily incident to the conduct of these actions;

(g) deponents, including other parties to this action, witnesses, or potential witnesses and their counsel;

(h) any arbitrators or mediators engaged to arbitrate or mediate these actions;

(i) other persons by written agreement of the parties.

3. Prior to disclosing any Confidential Information to any person listed above (other than counsel, persons employed by counsel, Court Personnel, and stenographic reporters), counsel shall provide such person with a copy of this Order and obtain from such person a written acknowledgment in the form attached as Exhibit A, stating that he or she has read this Protective Order and agrees to be bound by its provisions. All such acknowledgments shall be retained by counsel and shall be subject to in camera review by the Court if good cause for review is demonstrated.

4. Items are designated as Confidential by placing or affixing on them (in a manner that will not interfere with their legibility) the following or other appropriate notice: “CONFIDENTIAL.”

5. Unless otherwise agreed upon, the parties shall maintain the entire deposition transcript and all information contained therein as Confidential Information for thirty (30) days following receipt of a copy of the transcript. During that thirty (30) day period, if any party desires to maintain confidentiality, it must designate, in writing, those portions of the transcript regarded as Confidential, and only those portions will thereafter be considered as Confidential Information in accordance with the provisions of this Order.

6. Any party may object to the designation of particular Confidential Information by giving written notice to the Producing Party. The written notice shall identify the information to which the objection is made. If the parties cannot resolve the objection within ten (10) business days after the time the notice is received, it shall be the obligation of the Producing Party to file an appropriate motion, requesting that the Court determine whether the disputed information should be subject to the terms of this Protective Order. If such a motion is timely filed, the disputed information shall be treated as Confidential, under the terms of this Order, until the Court rules on the motion. If the Producing Party fails to file such a motion within the prescribed time, the disputed information shall lose its designation as Confidential and shall not thereafter be treated as Confidential in accordance with this Order. In connection with a motion filed under this provision, the party designating the information as Confidential shall bear the burden of establishing that good cause exists for the disputed information to be treated as Confidential.

7. In the event of an inadvertent disclosure of an item protected by the attorney-client or work-product privilege, the Receiving Party must, upon discovery, (a) promptly notify the Producing Party; and, (b) return the item to the Producing Party. Additionally, if a Producing Party inadvertently discloses a privileged item and notifies the Receiving Party, the item is considered presumptively privileged, subject to review by this Court, and the Receiving Party must return the item to the Producing Party. Should the parties disagree whether the item in question is privileged, then the Producing Party bears the burden of moving in Court to uphold the privilege. Unless this Court rules otherwise, any item subject to this “clawback” provision presumptively has no evidentiary value whatsoever.

8. In the event that Confidential documents are subpoenaed by a federal or state law enforcement agency, the party subpoenaed shall notify the Producing Party forthwith, and the Producing Party may elect to move to quash the subpoena.

9. To the extent the parties need to file Confidential Information in this Court in connection with any motion or other filing, they shall file the Confidential Information under seal and may do so without seeking leave of this Court. The parties shall electronically file a redacted version of the filing and also manually file an unredacted version with the Clerk and serve the same on other counsel of record by first class mail.

10. At the conclusion of these cases, unless other arrangements are agreed upon, each document and all copies thereof which have been designated as Confidential shall be destroyed or returned to the Producing Party, as the Producing Party may elect.

11. The restrictions set forth in any of the preceding paragraphs shall not apply to information or material that:

a. was, is, or becomes public knowledge in a manner other than by violation of this Order;

b. is acquired by the Receiving Party from a third party having the right to disclose such information or material;

c. was lawfully possessed by the Receiving Party prior to the entry of this Order by the Court (except documents previously designated “Confidential”);

d. independently developed by the Receiving Party; or

e. is publicly filed with the Court by the Producing Party in the pleadings or otherwise, unless the designating party has filed such information or materials under seal pursuant to the procedures provided herein.

12. The parties may apply to this Court for leave to designate certain information “Highly Confidential”, if necessary, to be disclosed under such terms and conditions exceeding the protections set forth in this Order, as the Court may designate.

13. This Order may be modified by the Court at any time for good cause shown following notice to all parties and an opportunity for them to be heard.

DATED this ____ day of November, 2010.

So Ordered:

Clerk

ENTER:

William E. Smith, District Judge

Exhibit A

I have read this Protective Order and agree to be bound by its provisions.

Date: _____