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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

AMERICAN NATIONAL PROPERTY )	
AND CASUALTY COMPANY, )	
)	
Plaintiff, Counterclaim-Defendant, )	CIVIL ACTION
)	
V. )	NO. 3:11-CV-219
)	
CAROL ANN STUTTE; LAURA JEAN )	JURY TRIAL DEMANDED
STUTTE, )	
)	
Defendants, Counterclaim-Plaintiffs, )	
)	

**AGREED ORDER OF CONFIDENTIALITY**

Came the parties, by counsel, and represented to the Court that they have determined that this action may involve the discovery and disclosure of confidential and sensitive information, including confidential and commercial information, proprietary information and trade secrets. Accordingly, the parties agree and it is hereby ORDERED as follows:

1. "CONFIDENTIAL INFORMATION" is hereby defined as a trade secret or other commercial information or material, the disclosure of which is likely to prejudice the rights of one or more of the parties hereto or the rights of any third party presenting that information.
2. Any party or witness in this litigation may, in good faith, designate information or materials disclosed, produced or filed by that party or person in the course of this litigation as "CONFIDENTIAL INFORMATION" in the manner hereinafter set forth or by separate written agreement of the parties herein at any time.
3. All or any part of a document disclosed, produced or filed by any party in this litigation may be designated as "CONFIDENTIAL" by the disclosing party or person by marking

the word "CONFIDENTIAL" on the face of the document and on each subsequent page. In the event documents are produced in electronic form, such as on a compact disk or other electronic medium, all documents contained therein may be designated as "CONFIDENTIAL" by the disclosing party by marking the word "CONFIDENTIAL" on the exterior of the electronic medium. If a party prints paper copies of any of the documents contained on such disk or electronic medium, the face of each printed copy shall be marked with the word "CONFIDENTIAL" and shall be subject to the terms of this order.

4. Documents designated "CONFIDENTIAL" may be used and referred to in depositions, but will not be attached to deposition transcripts. Further, if any portion of the text of such documents is read into the record in a deposition, the producing party may petition to Court for leave to have that deposition sealed.

5. All or any part of responses to interrogatories, requests for admission or requests for production of documents may be designated as "CONFIDENTIAL" by the responding party by marking the words on the face of the response and each page so designated.

6. Documents designated "CONFIDENTIAL" may be used and referred to in briefs and affidavits. The producing party may petition the Court to have such briefs or affidavits sealed.

7. Material designated as "CONFIDENTIAL" shall be used or disclosed solely in this action, and in accordance with this Stipulation, and such "CONFIDENTIAL INFORMATION" shall not be used in any other litigation or for any other purpose without order of the Court.

8. Other than Court personnel, commercial photocopying firms, or as provided below, access to "CONFIDENTIAL INFORMATION" shall be limited to:

- (a) the parties;
- (b) counsel of record for the respective parties and employees of said counsel; and
- (c) experts and consultants who are employed, retained or otherwise consulted by counsel or a party for the purpose of assisting in this litigation.

9. Counsel shall inform each person to whom they disclose or give access to “CONFIDENTIAL INFORMATION” of the terms of this Stipulation as well as the obligation to comply with those terms.

10. “CONFIDENTIAL INFORMATION” may be disclosed in a deposition in this action in accordance with paragraph 4 above, and the producing party shall so advise the court reporter.

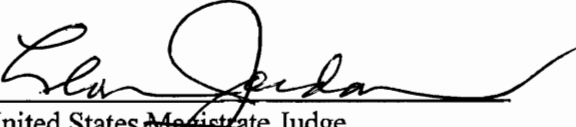
11. “CONFIDENTIAL INFORMATION” may be disclosed to the Court in connection with any filing or proceeding in this action only in accordance with paragraph 6 above.

12. Upon the termination of this action by judgment, settlement or otherwise, all parties shall either (a) return to counsel for such producing party, or (b) destroy, all “CONFIDENTIAL INFORMATION” received from such party, including all copies, prints, summaries and other reproduction of such information in the possession of the parties, their counsel, retained experts or consultants. If a party elects to destroy CONFIDENTIAL INFORMATION upon the termination of this action, it shall so advise the producing party of such election via a letter or e-mail.

13. This Agreed Order of Confidentiality shall not affect the ability of any party to use any documents for the purposes of this case or to use any document as an exhibit at trial, and the trial of this case shall not be closed to the public.

14. This Agreed Order of Confidentiality shall survive the termination of this action and continue in full force and effect.

ENTER.

  
United States Magistrate Judge  
DISTRICT

**AGREED:**

**BAKER, KINSMAN, HOLLIS & CLELLAND, P.C.**

701 Market Street, Suite 1500  
Chattanooga, TN 37402  
Telephone: (423) 756-3333  
Fax: (423) 756-3337

By: s/N. Mark Kinsman  
N. Mark Kinsman, BPR #06039  
*Attorneys for American National Property And Casualty Company*

**RAINEY, KIZER, REVIERE & BELL, PLC**

209 East Main Street  
P.O. Box 1147  
Jackson, TN 38301-1147  
Telephone: (731) 423-2414

By: s/Russell E. Reviere  
Russell E. Reviere, BPR #07166  
*Attorneys for American National Property And Casualty Company*

**COVINGTON & BURLING LLP**

1201 Pennsylvania Avenue NW  
Washington, DC 20004-2401  
Tel: (202) 662-6000  
Fax: (202) 662-6291

By: s/Scott J. Levitt  
Seth A. Tucker (*pro hac vice*)  
Scott J. Levitt (*pro hac vice*)  
Jonathan G. Hardin (*pro hac vice*)  
*Attorneys for Defendants Carol Ann Stutte and Laura Jean Stutte*

**WHITE, CARSON & ALLIMAN, P.C.**

135 College Street

Madisonville, TN 37354

Tel: (423) 442-9000

Fax: (423) 442-3949

By:                   s/Peter J. Alliman                  .

Peter J. Alliman (BPR No. 5984)

*Attorneys for Defendants Carol Ann Stutte and Laura Jean Stutte*