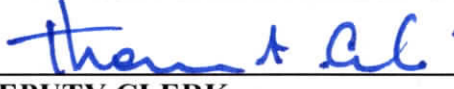


IN RE: HURRICANE LAURA : STATE OF LOUISIANA
AND : PARISH OF CALCASIEU
HURRICANE DELTA CLAIMS : 14TH JUDICIAL DISTRICT COURT

Filed: MAR 16 2021


DEPUTY CLERK

**CASE MANAGEMENT ORDER REGARDING CERTAIN PROPERTY DAMAGE
SUITS ARISING FROM HURRICANES LAURA AND DELTA**

On August 27, 2020, Hurricane Laura came ashore near Cameron Parish, Louisiana and traveled through Calcasieu Parish. As a Category 4 (near 5) hurricane, it was the fifth strongest storm to ever impact the United States.¹ The United States government reports that Laura damaged over 400,000 structures, and inflicted over \$19 billion in damage to western Louisiana and southeast Texas.² Major Hurricane-force winds, with gusts in excess of 150 mph, covered the entirety of Calcasieu Parish, and inflicted catastrophic damage throughout the entirety of this Court’s jurisdiction. On October 9, 2020, a subsequent, Category 2 hurricane – Hurricane Delta – struck the same area devastated just six weeks earlier by Hurricane Laura, causing additional damage estimated at \$4 billion.³ Hurricanes Laura and Delta may sometimes hereinafter be referred to as the “Hurricanes,” and the causes of action arising therefrom may sometimes be referred to as “the Hurricane Cases.”

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In the aftermath of these catastrophic natural disasters, this Court recognizes that it will soon preside over substantial volumes of insurance coverage-related litigation linked to the Hurricanes. Additionally, and like so many other courts across the globe, this Court has faced significant challenges to conducting court business for the better part of a year, as a result of the Coronavirus pandemic. March 16, 2021 will mark one entire year since all jury trials have been suspended in the State of Louisiana.⁴ The residents and businesses of Louisiana have similarly struggled to cope with the negative economic impact of COVID-19, since even before Hurricanes Laura and Delta.⁵

Accordingly, this Court aims to bring about the just and expedient resolution of these

¹ Jeff Masters, *Devastating Laura Is Tied as the Fifth-strongest Hurricane on Record to Make Landfall in the Continental U.S.*, YALE CLIMATE CONNECTIONS (Aug. 27, 2020), available at <https://yaleclimateconnections.org/2020/08/devastating-laura-tied-as-fifth-strongest-hurricane-to-make-landfall-in-continental-u-s/>

² <https://www.climate.gov/news-features/blogs/beyond-data/2020-us-billion-dollar-weather-and-climate-disasters-historical> <https://www.nesdis.noaa.gov/content/us-billion-dollar-disasters-top-noaa-expert-weighs-in>

³ AON, *Global Catastrophe Recap* (Oct. 2020) at p. 4, available at http://thoughtleadership.aon.com/documents/20201111_analytics-if-october-global-recap.pdf

⁴ See Louisiana Supreme Court Order dated March 16, 2020, and subsequent extensions.

⁵ See Kathleen Hilliard, *Mayors say cities need help from feds*, American Press, (Aug. 20, 2020), https://www.americanpress.com/news/local/mayors-say-cities-need-help-from-feds/article_d6e7c939-b090-5ed3-a3bb-550ddaa2206a.html.

related matters, in spite of the increased strain on the Court's resources, and with the primary goal of enabling the Calcasieu Parish community to move forward with crucial recovery efforts, in the aftermath of both Hurricanes Laura and Delta, and the Coronavirus pandemic. In consideration of these aims, and after due consideration of the Case Management Order issued on November 13, 2020 by the United States District Court for the Western District of Louisiana concerning all Hurricane Cases, this Court issues the instant Case Management Order.

SECTION 1. DISASTER PROTOCOLS FOR INITIAL DISCLOSURES

The Court has reviewed the Disaster Litigation Initial Discovery Disaster Protocols adopted by the United States District Court for the Western District of Louisiana, applicable to all Calcasieu Parish Hurricane Cases filed in federal court. The Federal Court considered the Disaster Protocols implemented by the U.S. District Court for the Southern District of Texas following Hurricane Harvey.⁶ These Disaster Protocols call for prompt sharing of specific information to promote uniformity, to facilitate prompt evaluation of each case, to foster communication between the parties, and to facilitate an expedited mediation procedure.

Accordingly, this Court adopts the Disaster Protocols attached hereto as Exhibit "A" and makes them applicable to all Hurricane Laura and Hurricane Delta cases filed in this Court. Additionally, **IT IS HEREBY ORDERED** that the disclosures and exchange of information required by the Disaster Protocols Order shall be due 45 days from the date that defendant files responsive pleadings. This deadline may sometimes hereinafter be referred to as the "Disclosure Deadline". No extension or delay in the time to file responsive pleadings shall extend the Disclosure Deadline to more than 75 days from the original deadline to file responsive pleadings unless the extension is by the consent of all parties or pursuant to an express Order of this Court. Nothing in this Section prevents other discovery in accordance with the provisions of the Code of Civil Procedure.

SECTION 2. PRIVILEGE

Documents for which a privilege may properly be asserted include communications that reflect the mental impressions, conclusions, opinions, or theories of an attorney.⁷ However, as recognized by the United States District Court for the Eastern District of New York In Re: Hurricane Sandy Cases, "Documents routinely prepared in the ordinary course

⁶ *United States District Court for the Southern District of Texas*, Disaster Litigation Initial Discovery Protocols, available at <https://www.txs.uscourts.gov/sites/txs/files/Disaster%20FINAL%20Web%20version.pdf>

⁷ La. C.C.P. art. 1424(A)

of business, including but not limited to adjusters' reports, and other expert analyses, including draft reports, are not privileged and should be produced."⁸

Therefore, **IT IS HEREBY ORDERED** that any party withholding disclosure of any information or documents, where said disclosure is required pursuant to the Disaster Protocols, shall produce a privilege log to opposing counsel on or before the Disclosure Deadline. This privilege log shall detail all information or documents that it declined to produce on the basis of that the material is privileged. The log should include the author of the document, the recipient of the document, the date of the document, and the nature of the privilege asserted. Any dispute concerning privileged items shall be resolved by contradictory motion before the assigned District Judge.

SECTION 3. SPECIAL MASTER AND APPOINTED NEUTRALS

Considering the foregoing reasons supplied by the Court in the introduction *infra*, the Court finds that exceptional circumstances exist which warrant the appointment of a Special Master to assist with the efficient and fair administration of all Hurricane Cases.⁹ Pursuant to the Court's inherent judicial power and its authority under La. R.S. 13:4165, *et seq*, **THE COURT HEREBY APPOINTS PATRICK A. JUNEAU, JR., ESQ.** as the Special Master for Hurricane Cases in the 14th Judicial District Court. **THE COURT HEREBY ALSO APPOINTS CADE R. COLE, ESQ.** as Deputy Special Master for Hurricane Cases in the 14th Judicial District Court.

The Court takes specific notice of Mr. Juneau and Mr. Cole's appointments as Special Master and Deputy Special Master for Hurricane Cases, respectively, by the United States District Court for Western Louisiana. The Court anticipates that the two foregoing appointments will encourage consistent resolutions of state-law based Hurricane Cases across both State and Federal Courts. As part of their appointment, the Court mandates that both the Special Master and Deputy Special Master shall proceed with all reasonable diligence, and shall exercise their respective rights and responsibilities to direct the Streamlined Settlement Process as provided in this Order.

IT IS HEREBY FURTHER ORDERED that the Neutrals, referenced in Section 4(II)(B), *supra*, are hereby appointed and shall proceed with all reasonable diligence and shall

⁸ United States District Court for the Eastern District of New York, *In Re Hurricane Sandy Cases: Case Management Order No. 1*, p. 10, available at <https://img.nyed.uscourts.gov/files/general-ordes/14mc41cmo01.pdf>.

⁹ La. R.S. 13:4165(A) ("[T]he court may enter an order appointing a special master in any civil action... wherein exceptional circumstances of the case warrant such appointment."), *see also* Louisiana Uniform District Court Rule 11, ("[T]he district courts of Louisiana encourage and support the use of special masters in the appropriate circumstances.").

exercise their rights and responsibilities under the Streamlined Settlement Process (“SSP”) as the Special Master may direct.

I. The Special Master

The Special Master shall administer, coordinate, and preside over the SSP. This authority includes the power to order parties and/or party representatives with full power of settlement to submit briefing, engage in discovery, and attend settlement conferences. Nothing in this part shall prevent regular formal discovery or motions to compel to be filed with and heard by the assigned District Judge.

II. Compensation of Appointed Neutrals

The Special Master, Deputy Special Master, and all other appointed neutrals under the SSP (the “Appointed Neutrals”) shall be compensated in the amount of:

- A. \$350 per hour for the Appointed Neutrals;
- B. \$250 per case mediated through the SSP for the Special Master for administrative expenses in administering, scheduling, organizing, and coordinating the Streamlined Settlement Process amongst the parties as well as with the Appointed Neutrals; and
- C. all actual expenses of the Appointed Neutrals, including but not limited to travel, meeting rooms, telephone, and electronic audio or video conference means.

Unless otherwise directed by mutual agreement of the parties or as otherwise directed by the Special Master, all of the above fees and expenses shall be paid equally (50% each) by the plaintiff(s) and by the defendant(s).

III. Role of Appointed Neutrals

- A. The Special Master and Appointed Neutrals may communicate *ex parte* with the Court when deemed appropriate by the Special Master, at his discretion, without providing notice to the parties, including communication certifying that the parties have complied with the requirements of the SSP.
- B. The Special Master and Appointed Neutrals may initiate contact and communicate with counsel for any party as he or she deems appropriate with respect to the efficient administration and management of the SSP.
- C. The Special Master and Appointed Neutrals, the parties, and those assisting the foregoing shall be bound by the confidentiality of the settlement discussions.
- D. The Special Master may designate any of the Appointed Neutrals to act as his deputy from time to time and to perform any duties of the Special Master.

IV. Notice to the Special Master.

Any party to a Hurricane Case may opt out from the SSP in writing within the applicable deadline. If a party elects to opt out that party shall file a notice into the record, and send a courtesy notice to the Special Master.

If no party to a Hurricane Case opts out, then the parties shall jointly send notification of participation in the SSP to the Special Master, via e-mail to pjh@juneaudavid.com, within 7 days following the expiration of the opt out deadline in their case. The Special Master shall then send an initial informational package on the SSP to all parties and/or counsel of record for Hurricane Cases subject to the SSP.

SECTION 4. STREAMLINED SETTLEMENT PROCESS (“SSP”)

Within 30 days of the filing of the defendant’s responsive pleading (or within 15 days of the transmittal to their counsel of a copy of this Order, including by electronic or other means – whichever is later) either party may opt out of this Streamlined Settlement Process. The failure of any party to opt out shall constitute consent to a Special Master, pursuant to La. R.S. 13:4165, and to participate in the two-staged Streamlined Settlement Process, which is described as follows:

I. First Stage: Settlement Conference

Within 30 days of the Disclosure Deadline in all Hurricane Cases, all parties shall conduct an informal settlement conference among all parties and their counsel. Within 15 days of the Disclosure Deadline counsel for the plaintiff(s) and counsel for the defendant(s) shall meet to confer and discuss a mutually convenient time, date, and manner for the conference. In light of the COVID-19 pandemic as well as the desire to resolve the Hurricane Cases as expeditiously as possible, settlement conferences should be conducted, where possible, by phone or audiovisual communication, including but not limited to Zoom, Skype, or similar platforms.

Counsel for each plaintiff and for each defendant must have full authority to resolve the case from their clients, who shall be readily available by telephone if circumstances for that particular settlement conference require assistance.

II. Second Stage: Mediation

Cases that do not resolve during the initial settlement conference may be mediated in accordance with any agreement between the parties. Any party may object to mediation by a SSP neutral by opting out of the SSP within the later of: 30 days of the filing of the defendant’s responsive pleading or within 15 days of the transmittal (including via email) of this Order to the party or their counsel. The Special Master shall appoint a neutral within 60 days of the disclosure deadline, and it is the goal that neutrals complete mediation within 90 days of appointment. The Special Master is authorized to release parties from the SSP whenever he finds that continued participation would delay the case’s progression.

If no party has objected to mediation by opting out, but the parties cannot agree on selecting their own mediator, then each party may exercise up to two strikes concerning the court appointed neutrals and shall submit any revised list to the Special Master via email. The Special Master shall appoint a neutral from among the remaining names on the court approved list and may set relevant deadlines related to mediation.

A. Conduct of Mediation

After scheduling of an agreed mediation, counsel for each party shall submit confidential statements solely to the appointed neutral. The appointed neutral shall determine, after conferring with the parties, on the length of the confidential mediation statements and the permissible number of exhibits attached thereto.

Plaintiff(s) shall be present in-person along with counsel (subject to accommodations approved by the case’s appointed neutral). Defense counsel shall also attend in-person. A representative from defendant(s) is encouraged to attend, but unless otherwise directed by the Special Master the defendant(s) representative shall not be required to attend if counsel for the defendant has full authority to resolve the case. In addition, a representative of the defendant shall be readily available by telephone, if circumstances for that particular mediation require assistance.

To the extent agreed by the parties and the case's appointed neutral this mediation conference may be conducted by phone or other means of electronic audio or video communication, including but not limited to Zoom, Skype, or similar platforms.

B. List of Neutrals

The Court hereby initially designates and appoints the following seven individuals as "neutrals" (mediators) for the SSP:

- 1) Patrick A. Juneau, Jr.,
- 2) Cade R. Cole,
- 3) Thomas R. Juneau, Sr.,
- 4) Robert J. David, Jr.,
- 5) Jeffrey M. Cole,
- 6) Hon. Joel G. Davis *ret.*,
- 7) Hon. Charlotte L. Bushnell, *ret.*

C. Neutral Training

The Special Master may undertake to provide special training to the neutrals, including coordinating participation in training prepared for the Streamlined Settlement Process. The Special Master and his deputy may jointly form a plaintiffs' liaison committee and a defense liaison committee or may coordinate with any related Federal Court liaison committees for Hurricane Cases. If formed, the Special Master or his deputy may solicit input and responses concerning commonly occurring legal issues that the liaison committees, from experience, believe may arise in a large number 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 Master or his deputy may seek this information in order to educate and fully prepare the appointed neutrals with the hope of expediting the settlement process. The Special Master or his deputy may facilitate discussions by and among the appointed neutrals to promote, to the extent possible, consistency in the resolution of cases.

III. *Extensions of Time*

Upon a joint request by the parties, or for other good cause shown, the Special Master or his deputy may extend any deadline specified in this Order by up to 15 days.

SECTION 5. COURT APPOINTED UMPIRES REQUIRED UNDER POLICIES

If an insurance policy implicated in a Hurricane Case provides for court appointment of a neutral or third appraiser for valuation disputes (hereinafter referred to as an "Umpire") any request for the appointment by this Court of an Umpire shall only occur if the parties have been unable to agree on their own.

I. *Where Either/Both Parties HAVE Opted Out of the SSP*

If any party has timely opted out of the SSP, any party requesting appointment of an Umpire shall file a motion requesting same with the case's assigned District Judge, which motion shall be set for contradictory hearing.

Counsel for either or both the Insured and the Insurer may also submit a joint

motion requesting appointment of an Umpire to the Civil Duty Judge, who may agree to hear the motion during their respective duty week.

II. Where Parties Have NOT Opted Out of the SSP

In all other cases, the request for appointing an Umpire shall be referred to the Deputy Special Master to prepare a report and recommendation for this Court. The request shall be made within 30 days of the filing of responsive pleadings and shall be transmitted via email at rcrole@colelaw.us.

III. Umpire-Only Filing

If a requesting party is seeking court appointment of an Umpire and no case is otherwise filed or pending before this Court (an "Umpire Only Filing") then the request shall be referred to the Deputy Special Master under the above captioned general docket created for the Hurricane Cases.

An Insurer is required to provide written notice of the request to any known counsel for the Insured (or directly to an unrepresented Insured). An Insured is required to provide written notice of the request to any known counsel of Insurer (if any) or alternatively to the Insurer's primary point of contact on the claim with Insured. The appraisers previously selected by each party shall also be provided notice, and their contact information (phone and email address) shall be provided in the request for appointment of an Umpire.

In every Umpire Only Filing the requesting party shall provide the Deputy Special Master with any known name, phone, email address, and address of person(s) designated for notice in the foregoing paragraph, and the Deputy Special Master shall endeavor to hold a joint conference with representatives of both parties concerning the Umpire.

The Deputy Special Master shall issue a written report and recommendation concerning the Umpire's appointment and any applicable deadlines for the Umpire. In a pending case with an assigned District Judge the report and recommendation shall be made to that assigned Judge. In an Umpire Only Filing the Deputy Special Master shall provide the report and recommendation to the civil Duty Judge as of the time of the issuance of his report. The relevant District Judge who receives the report shall issue any Orders he deems appropriate concerning the appointment of the Umpire.

SECTION 7. CLERK OF COURT AND NOTICE

A Plaintiff filing a Hurricane Case should note on its cover letter, in **ALL CAPS** and **RED FONT**, that the matter is a "HURRICANE CASE". A copy of this order shall be entered into the record of each Hurricane Case. A copy of this order shall be transmitted by the Clerk of Court to the parties listed in the cases listed in Exhibit C.

In all subsequently filed Hurricane Cases a copy of this order shall be served on the

defendant(s) along with the Petition and Citation. The Clerk of Court shall include a reference that the Case Management Order is served with the Petition in the Citation issued. The Clerk of Court shall also provide a copy to the Plaintiff by any authorized means.

The Clerk of Court shall transmit via email, at least weekly, to the Special Master and Deputy Special Master the docket numbers, case caption, and attorney contact information for any Hurricane Cases filed. Any party making any other filing in a Hurricane Case subject to this Order shall serve a courtesy copy on the Special Master and Deputy Special Master in the same manner as enrolled counsel via email at pjh@juneaudavid.com and rcrole@colelaw.us

SECTION 7. COURT SUPERVISION


The Disaster Protocols and Streamlined Settlement Process shall, at all times, be subject to the ultimate control and supervision of the Court. This Case Management Order for Hurricane Cases is subject to modification pursuant to further orders of this Court.

SO ORDERED on this 16 day of March, 2021, at Lake Charles,

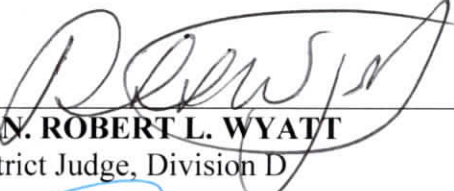
Louisiana.




HON. G. MICHAEL CANADAY
Chief Judge



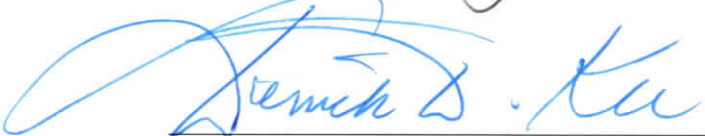
HON. CLAYTON DAVIS
District Judge, Division B



HON. ROBERT L. WYATT
District Judge, Division D



HON. DAVID A. RITCHIE
District Judge, Division E



HON. DERRICK KEE
District Judge, Division F



HON. KENDRICK J. GUIDRY
District Judge, Division H

FILED MAR 16 2021
Thom & Co.
Deputy Clerk of Court
Calcasieu Parish, Louisiana

IN RE: HURRICANE LAURA : STATE OF LOUISIANA
AND : PARISH OF CALCASIEU
HURRICANE DELTA CLAIMS : 14TH JUDICIAL DISTRICT COURT

**EXHIBIT B
STIUPLATION FOR MEDIATION**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned parties:

1. The parties agreed to submit their dispute to mediation pursuant to the SSP, as specified in Case Management Order No. 1 (and any relevant supplements).
2. No party shall be bound by anything said or done during the mediation, unless either a written and signed stipulation is entered into or the parties enter into a written and signed agreement. The appointed neutral may meet in private conference with less than all parties. Information obtained by the neutral, either in written or oral form, shall be confidential and except as provided by Order of the Court it shall not be revealed by the neutral unless and until the party who provided the information agrees to its disclosure.
3. The mediation process, for the purpose of all federal and state rules protecting disclosures made during such conferences from later discovery or use in evidence, shall be considered a settlement negotiation. The entire procedure shall be confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All communications, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such communications, statements, promises, offers, views and opinions shall not be subject to any discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. However, any evidence which would otherwise subject to discovery or admissible shall not be excluded from discovery or admission in evidence solely because it has been referenced or discussed during this mediation process.
4. The appointed neutral and their agents shall enjoy the same immunity as judges and court employees, whether under federal or state law, for any act or omission in connection with the mediation, and from compulsory process to testify or produce documents in connection with the mediation.
5. The parties shall not:
 - (i) Call or subpoena the appointed neutral as a witness or expert in any proceeding

relating to: the mediation, the subject matter of the mediation, or any thoughts or impressions which the appointed neutral may have about the parties in the mediation;

- (ii) Subpoena any notes, documents or other material prepared by the appointed neutral in the course of or in connection with the mediation; and
 - (iii) Offer into evidence any statements, views or opinions of the appointed neutral.
6. The appointed neutral's services have been made available to the parties through the dispute resolution procedures sponsored by the Court. In accordance with those procedures, the appointed neutral represents that he or she has taken requisite oaths.
7. Any party to this Stipulation is required to attend at least one session and as may be directed by the Special Master as many other sessions thereafter as may be helpful in resolving this dispute.
8. An individual with final authority to settle the matter and to bind the party shall attend the mediation on behalf of each party.

PLAINTIFF

Date: _____

COUNSEL FOR PLAINTIFF

Date: _____

DEFENDANT

Date: _____

COUNSEL FOR DEFENDANT

Date: _____

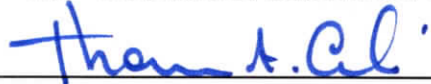
CONSENTED TO BY:

NEUTRAL APPOINTED BY THE COURT

Date: _____

IN RE: HURRICANE LAURA : STATE OF LOUISIANA
AND : PARISH OF CALCASIEU
HURRICANE DELTA CLAIMS : 14TH JUDICIAL DISTRICT COURT

Filed: MAR 16 2021


DEPUTY CLERK

**STANDING ORDER REGARDING INITIAL DISCOVERY PROTOCOLS IN CERTAIN
PROPERTY DAMAGE SUITS ARISING FROM HURRICANES LAURA AND DELTA**

This Court hereby **ORDERS** that the following protocols for initial discovery disclosure (“Disaster Protocols”) shall be observed in all cases involving first-party insurance property damage claims arising from Hurricane Laura or Hurricane Delta (“Hurricane Cases”):

Within 45 days after the defendant’s submission of a responsive pleading or motion, the parties must exchange any documents or information categorized under the Disaster Protocols, for any such time periods identified in the Disaster Protocols. All parties shall remain under an ongoing duty to supplement these responses. No extension or delay in the time to file responsive pleadings shall extend the Disclosure Deadline to more than 75 days from the original deadline to file responsive pleadings unless the extension is by the consent of all parties or pursuant to an express Order of this Court. Nothing in this Section prevents other discovery in accordance with the provisions of the Code of Civil Procedure.

A party may object to disclosure of these initial discovery materials only if the material falls within one of the categories specifically enumerated in the Disaster Protocols – including, but not limited to, attorney-client privileged material, or work-product protection, including any joint defense agreement. Should any party raise such an objection, the non-disclosing party shall provide a log of all material being withheld from disclosure, which shall include the specific grounds upon which the disclosure is being withheld.

If any party believes that there is good cause why a particular case should be exempted from the Disaster Protocols, in whole or in part, that party must file their objection with the court prior to the expiration of the 45-day period set forth herein.

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SO ORDERED on this 16 day of March, 2021, at Lake Charles,


Louisiana.



HON. G. MICHAEL CANADAY
Chief Judge



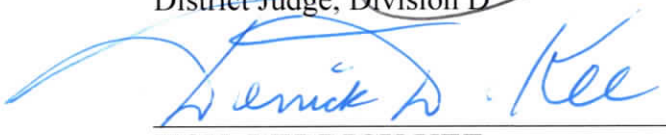
HON. CLAYTON DAVIS
District Judge, Division B



HON. ROBERT L. WYATT
District Judge, Division D



HON. DAVID A. RITCHIE
District Judge, Division E



HON. DERRICK KEE
District Judge, Division F



HON. KENDRICK J. GUIDRY
District Judge, Division H

FILED MAR 16 2021
Thomas A. Cal
Deputy Clerk of Court
Calcasieu Parish, Louisiana

EXHIBIT A

**INITIAL DISCOVERY PROTOCOLS FOR FIRST-PARTY INSURANCE
PROPERTY DAMAGE CASES ARISING FROM HURRICANES LAURA AND DELTA**

PART 1: INTRODUCTION AND DEFINITIONS.

(1) Statement of purpose.

- a. These Disaster Litigation Initial Discovery Protocols (“Disaster Protocols”) apply to cases involving first-party insurance property damage claims arising from man-made or natural disasters (“Disaster Cases”). The Disaster Protocols are designed to be implemented by trial judges, lawyers, and litigants in state and federal courts. The Disaster Protocols make it easier and faster for the parties and their counsel to: (1) exchange important information and documents early in the case; (2) frame the issues to be resolved; (3) value the claims for possible early resolution; and (4) plan for more efficient and targeted subsequent formal discovery, if needed.
- b. Participating courts may implement the Disaster Protocols by local rule or by standing, general, or individual-case orders. Although the Disaster Protocols are designed for the full range of case size and complexity, if any party believes that there is good cause why a case should be exempted, in whole or in part, from the Disaster Protocols, that party may raise the issue with the court.
- c. The Disaster Protocols are not intended to preclude or modify any party’s rights to formal discovery as provided by law, code or other applicable rules. Responses to the Disaster Protocols do not waive or foreclose a party’s right to seek additional discovery under the applicable rules.
- d. Except as modified by the court, the Disaster Protocols were prepared by a balanced group of highly experienced attorneys from across the country with expertise in Disaster Cases. The Disaster Protocols require parties to exchange information and documents routinely requested in every Disaster Case (“Initial Discovery”). This Initial Discovery is unlike initial disclosures under federal or state rules because it includes favorable as well as unfavorable information and documents, is limited to information and documents that are not subject to objection, and is limited to the information and documents most likely to be important and useful in facilitating early settlement discussion and resolving or narrowing the issues requiring further litigation

(2) Definitions. The following definitions apply to cases under the Disaster Protocols.

- a. **Claimed Loss.** “Claimed Loss” means the loss or damage that the Insured seeks to recover from the Insurer in the litigation.
- b. **Document.** “Document” and “documents” are defined to be synonymous in

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meaning and equal in scope to the phrase “documents or electronically stored information” in FRCP 34(a)(1)(A) or similar state rules. A draft of a document or a nonidentical copy is a separate document.

- c. **Event.** “Event” means the disaster alleged to have caused the Insured’s Claimed Loss.
- d. **Identify (Documents).** When referring to documents, to “identify” means to describe, to the extent known: (i) the type of document; (ii) the general subject matter; (iii) the date; (iv) the author(s), according to the document; and (v) the person(s) to whom, according to the document, the document (or a copy) was to have been sent. Alternatively, to “identify” a document means to produce a copy.
- e. **Identify (Natural Persons).** When referring to natural persons, to “identify” means to give the person’s: (i) full name; (ii) present or last known address and telephone number; (iii) email address; (iv) present or last known place of employment; (v) present or last known job title; and (vi) relationship, if any, to the parties. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent requests to identify that person.
- f. **Identify (Non-Natural Persons or Entities).** When referring to a corporate entity, partnership, or other unincorporated association, to “identify” means to give the: (i) corporate or entity name and, if known, the trade or other names under which it has done business during the relevant time period; (ii) state of incorporation or registration; (iii) address of its principal place of business; (iv) primary phone number; and (v) internet address. Once a corporate or other business entity has been identified in accordance with this subparagraph, only the name of that entity needs to be listed in response to subsequent requests to identify that entity.
- g. **Insurer.** “Insurer” means any person or entity alleged to have insured the Property that is the subject of the operative complaint, unless otherwise specified.
- h. **Insured.** “Insured” means any named individual(s), corporate entity(ies), partnership(s), or other unincorporated association(s) alleging property damage as an Insured in the litigation, or asserting a claim under an assignment.
- i. **Loss.** “Loss” means damage to the Property caused by the Event.
- j. **Other Insurance.** “Other Insurance” means any insurance policy, other than the Policy in force on the date of the Event, that covers or potentially covers the Property or the Claimed Loss.
- k. **Policy.** “Policy” means the insurance policy alleged to cover some or all of Insured’s Claimed Loss that is the subject of the Insured’s claim in the litigation.

- l. **Property.** “Property” means the property (building or contents) that the Insured claims coverage for under the Policy in the litigation.
- m. **Relating to.** “Relating to” means concerning, referring, describing, evidencing, or constituting.

(3) Instructions.

- a. The relevant time period for this Initial Discovery begins on the date immediately before the Event and ends on the date the lawsuit is filed for the Claimed Loss, unless a different time period is indicated with respect to a specific production obligation as set out in Part 2 or Part 3 below.
- b. This Initial Discovery is presumptively not subject to any objections except for attorney-client privilege or work-product protection, including a joint defense agreement. Documents withheld based on a privilege or work-product protection claim are subject to expressly making the claim. A detailed privilege log is required as specified in the applicable Case Management Order or any subsequent orders of the Court, otherwise documents withheld as privileged or work-product protected communications may be described briefly by category or type. Withholding documents on this basis does not alleviate any obligation to produce the withheld documents or additional information about them at a later date, if the court orders or the applicable rules require.
- c. If a partial or incomplete or “unknown at this time” answer or production is given to any disclosure requirement in these Disaster Protocols, the responding party must state the reason that the answer or production is partial, incomplete, or unknown and when supplemental information or documents providing a complete response will be produced.
- d. For this Initial Discovery, a party must disclose information and documents that the disclosing party has in its possession, custody, or control and that are reasonably available. This Initial Discovery is subject to obligations on supplementation and relevant requirements concerning certification of responses. This Initial Discovery does not preclude either party from seeking additional discovery later under the rules.
- e. This Initial Discovery is subject to the attached Interim Protective Order unless the parties agree or the court orders otherwise. The Interim Protective Order will remain in place until and unless the parties agree on, or the court orders, a different protective order. Absent party agreement or court order, the Interim Protective Order does not apply to subsequent discovery.
- f. Within 14 days after the later of entry of this Order or the filing of a responsive

pleading by the responding party, the Parties shall meet and confer on the format (e.g., searchable PDF, Excel spreadsheet) for the production of documents under these Disaster Protocols. This will not delay the timeframes for Initial Discovery, absent court order. Nor will production in one format preclude requesting production in another format, if applicable rules of discovery allow.

PART 2: INFORMATION AND DOCUMENTS TO BE PRODUCED BY THE INSURED.

(1) Timing.

Unless the court orders otherwise, the Insured's Initial Discovery responses must be provided within 45 days after the Insurer has submitted a responsive pleading or motion (its first filing in this Court), or within 20 days of the date of this Order if that date is later.

(2) Information to be produced by the Insured:

- a. A description of the Insured's ownership or other interest in the Property.
- b. The address of the Property (or location of movable Property) on the date of the Event.
- c. 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.
- d. Identify any current mortgagee or other known lien holder.
- e. A computation of each item or type of Claimed Loss, including content claims if in dispute. When the Policy requires, the computation should reasonably identify or itemize price and quantity of materials.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
 - k. A general description, including the court and docket number, of any other lawsuits arising from the Event relating to the Property.
 - l. A general description of any known preexisting damage to the Property relating to the Claimed Loss.
 - m. A general description of any claims for property damage or lawsuits resulting from property damage in the past ten years relating to the Property.
 - n. Identify any sale, transfer, or foreclosure of the Property after the Event.
- (3) Complete and unaltered copies of the following documents to be produced by the Insured:
- a. 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, 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.
 - b. Proofs of loss for the Claimed Loss.
 - c. Documents relied on by the Insured in generating any proof of loss required or provided under the Policy.
 - d. 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.
 - e. Photographs and videos of the Property taken for the purpose of documenting the condition of the Property, including photographs and videos of the Loss.
 - f. Written communications, photographs, or estimates of damages sought from or paid by any other insurer related to the Event.
 - g. 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.
 - h. Appraisals or surveys of the Property condition within five years before, or any time after, the Event.
 - i. If there has been an appraisal under the Policy, documents relating to the appraisal process.

- j. Any other document(s) on which the Insured relies to support the Claimed Loss.

PART 3: INFORMATION AND DOCUMENTS TO BE PRODUCED BY THE INSURER.

(1) Timing.

- (2) Unless the court orders otherwise, the Insurer's Initial Discovery responses must be provided within 45 days after the Insurer has submitted a responsive pleading or motion (its first filing in this Court in response or answer to the plaintiff's claim), or within 20 days of the date of this Order if that date is later. The disclosures related to Insurers and the use of the term "Insurer" under this Part shall extend to anyone acting for or on behalf of the Insurer in relation to the claim of the Insured, including the employees, contractors, and agents of either the Insurer or anyone providing services to the Insurer related to the Insured's claim or Claimed Loss.

(3) Information to be produced by the Insurer:

- a. **If there is a dispute over coverage**, in whole or in part, 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.
- b. **If there is a dispute over all or part of the valuation**, 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.
- c. Any Policy terms or conditions that the Insurer alleges the Insured failed to comply with, including conditions precedent or other terms.
- d. Any payments previously made under the Policy relating to the Event.
- e. A general description of any other basis for nonpayment of the Claimed Loss, in whole or in part.
- f. Any other Event-related lawsuits filed for the Property or the Insured.
- g. Identify the adjuster(s) who handled the claim.

- h. Identify the individual(s) who evaluated, recommended, made, approved, or rejected the claim decision.
- i. 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.
- j. If preexisting damage is at issue in the litigation, a general description of any prior claims in the past ten years for the Property.

(4) Complete and unaltered copies of the following documents to be produced by the Insurer:

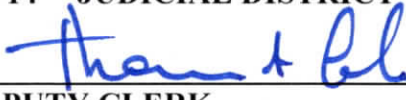
- a. The entire claim file maintained by the Insurer.
- b. The complete Policy in effect at the time of the Event.
- c. Assessments of the Claimed Loss, including: loss reports, expert reports that contain any description or analysis of the scope of loss or any defenses under the Policy, damage assessments, 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.
- d. 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.
- e. Any other evaluations of the Claimed Loss.
- f. Documents containing recordings, transcripts, or notes of statements, conversations, or communications by or between the Insurer and the Insured relating to the Event.
- g. Any claim log, journal, diary, or record maintained by the Insurer relating to the Claimed Loss. This includes all written records, written communications, records of oral communications, reports, audits, or other records, including any documents, envelopes, logs or other documents evidencing when Insurer came into possession of any such records, regarding any aspect of the Insured's claim or that are in any way relating to the Insurer's investigation into the Claimed Loss, Insurer's processing of Insured's claim (including adjustment, evaluation, and handling), or

Insurer's claim decision.

- h. The complete underwriting file maintained by the Insurer relating to the Property, its condition, or coverage.
- i. Proofs of loss for the Claimed Loss.
- j. If there has been an appraisal under the Policy, all documents relating to the appraisal process.
- k. Any manuals, policies, directives, guidelines, instructions (whether written, electronic, or otherwise), literature, or similar written materials that would pertain to the Claimed Loss, Hurricane Laura claims generally when the Claimed Loss relates to Laura, Hurricane Delta claims generally when the Claimed Loss relates to Delta, or to similar types of claims generally such that they would therefore be applicable to the Hurricane Cases 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.
- l. **For non-NFIP Claims**, written communications exchanged between the Insured and Insurer that refer or relate to Insured's Claimed Loss, Property, or damages, or otherwise relating to the Insured's claim.
- m. Any other document(s) on which the Insurer relies to support its defenses.

IN RE: HURRICANE LAURA : STATE OF LOUISIANA
AND : PARISH OF CALCASIEU
HURRICANE DELTA CLAIMS : 14TH JUDICIAL DISTRICT COURT

Filed: MAR 16 2021


DEPUTY CLERK

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 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;
 - 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; and

CALCASIEU CLERK - CTST
MAR 16 2021 PM 01:36:35

- f. The Special Master, Deputy Special Master, and 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 in the form attached as Exhibit A1. 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 16 day of March, 2021, at Lake Charles,
Louisiana.



HON. G. MICHAEL CANADAY
Chief Judge



HON. CLAYTON DAVIS
District Judge, Division B




HON. ROBERT L. WYATT
District Judge, Division D



HON. DAVID A. RITCHIE
District Judge, Division E



HON. DERRICK KEE
District Judge, Division F



HON. KENDRICK J. GUIDRY
District Judge, Division H

FILED MAR 16 2021
Theriot & Co.
Deputy Clerk of Court
Tulsa County, Oklahoma

EXHIBIT A1

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.

_____ **DATE:** _____

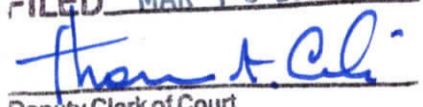
Signed in the presence of:

(Attorney)

IN RE: HURRICANE LAURA : **STATE OF LOUISIANA**
AND : **PARISH OF CALCASIEU**
HURRICANE DELTA CLAIMS : **14TH JUDICIAL DISTRICT COURT**
DOCKET NO. _____ **DEPUTY CLERK** _____

EXHIBIT C

DIV	DOCKET #	CAPTION
G	<u>2021-000172</u>	DAVID BUTTROSS III vs. LIGHTHOUSE EXCALIBUR INSURANCE COMPANY
E	<u>2021-000466</u>	MARK DESHOTEL vs. ALLSTATE INDEMNITY COMPANY
D	<u>2021-000524</u>	ETHAN DAVIS vs. SCOTTSDALE INSURANCE COMPANY
E	<u>2021-000541</u>	CLAYTON TOERNER vs. GULF STATES INSURANCE COMPANY
F	<u>2021-000640</u>	TARA LOUVIER vs. MAISON INSURANCE COMPANY
H	<u>2021-000682</u>	RUDIE R SOILEAU JR vs. MAISON INSURANCE COMPANY
D	<u>2021-000703</u>	GEORGE HUTCHINSON vs. UNITED SERVICES AUTOMOBILE ASSOCIATION
F	<u>2021-000783</u>	KEVIN GUILLORY vs. FEDNAT INSURANCE COMPANY
F	<u>2021-000794</u>	MICHAEL WITTLER vs. STATE NATIONAL FIRE INSURANCE COMPANY
D	<u>2021-000797</u>	CARL CORMIER vs. ALLSTATE INDEMNITY COMPANY
B	<u>2021-000798</u>	DUSTIN STELLY vs. ALLIED TRUST INSURANCE COMPANY
G	<u>2021-000808</u>	THOMAS CLOPHUS vs. LOUISIANA CITIZENS PROPERTY INSURANCE CORPORATION
D	<u>2021-000822</u>	DARRIN FONTENNOT vs. GEOVERA SPECIALTY INSURANCE COMPANY
E	<u>2021-000965</u>	RICHARD DAVIS vs. MAISON INSURANCE COMPANY

FILED MAR 16 2021

 Deputy Clerk of Court
 Ascension Parish, Louisiana