

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JACQUELINE MILLAN

Plaintiff,

v.

AMERICAN INTERNATIONAL GROUP, INC.,
and AIG FINANCIAL PRODUCTS

Defendants.

CIVIL ACTION # 3:11-CV-00260-RNC

Judge Robert N. Chatigny

Stipulated [PROPOSED] Protective Order

This matter comes before the Court on the parties' joint request for entry of the following Confidentiality Stipulation and Order. The parties are seeking, and may in the future seek, information (in whatever form) that may appropriately be the subject of a protective order.

THEREFORE, IT IS ORDERED that the following principles and procedures designed to assure the protection of confidential or proprietary information shall govern discovery in this action:

1. If any party in good faith believes that any information sought during the course of discovery is confidential ("Confidential Information"), it will conspicuously identify and/or mark such information as "CONFIDENTIAL." FOR PURPOSES OF THIS ORDER, CONFIDENTIAL IS DEFINED AS ANY DOCUMENT OR INFORMATION THAT (a) contains, reflects, or reveals trade secrets or other confidential research, development, marketing, strategic, financial, or other confidential commercial information and the disclosure of which would tend to cause harm to the designating party's legitimate business or privacy

interests; or (b) is covered, under federal or Connecticut law, by a psychologist-patient privilege, psychiatrist-patient privilege, physician-patient privilege; social worker-client privilege, or professional counselor-client privilege; or (c) is contained in a personnel file and/or is covered by Conn. Gen. Stat. § 31-128; or (d) reveals the designating party's tax returns; and (e) are entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure. Documents and/or information in electronic form produced in this action may be designated by any party or parties as Confidential Information by marking or identifying each document or each electronic reproduction as "Confidential." In lieu of marking the original of a document, if the original is not produced, the designating party may mark or indentify the copies that are produced or exchanged. Originals shall be preserved for inspection.

2. All information produced or exchanged in the course of this litigation which has been designated by a party as "CONFIDENTIAL" shall be used by the receiving party solely for the purpose of pursuing, defending, and/or mediating the claims in this action and for no other purpose whatsoever, and, thus, shall not be, directly or indirectly, disclosed, transferred or communicated in any manner to any person except those listed in Paragraph 3 and only in accordance with the terms set forth in this Order.

3. CONFIDENTIAL INFORMATION MAY ONLY BE DISCLOSED TO: :

- (a) All parties' attorneys of record in this litigation, including employees of such attorneys;
- (b) All named parties in this litigation (including officers, directors and employees of a party or entities affiliated with a party);
- (c) Actual or potential independent experts, consultants, or witnesses; and
- (d) Court Reporters and third parties engaged in the business of copying (e.g., Kinko's), solely for the purpose of copying;
- (e) Individuals from whom testimony is taken or from whom counsel reasonably

believes in good faith testimony will be taken, either during their examination, or in preparation for their examination;

- (f) Persons who are shown on the face of the document to have been an author, source, addressee, or recipient of the confidential information.

4. If any Confidential Information is to be disclosed to any person listed in Paragraph 3(c) or 3(e) above, such person must first be provided a copy of this Confidentiality Stipulation and Order and must agree in writing to be bound by its terms prior to gaining access to any Confidential Information by executing a copy of the attached Exhibit A. Counsel for the party who has disclosed any Confidential Information to any third party will maintain all such written acknowledgements.

5. Information disclosed at the deposition of a party or one of its present or former officers, directors, employees, agents or independent experts retained for the purpose of this litigation, or at the deposition of a third party witness (when such information is used to question that witness), may be designated by any party as Confidential Information by indicating on the record at the deposition that the testimony is "Confidential" and is subject to the provisions of this Order. Any party may also designate information disclosed at such deposition as Confidential Information by notifying all of the parties in writing within thirty (30) business days of receipt of the transcript, of the specific pages and lines of the transcript which should be treated as Confidential Information thereafter. All deposition transcripts shall be treated as Confidential Information for the thirty (30) business day interim between receipt of the transcript and any specific designations subsequently made in accordance with this provision. Nothing in this provision waives the right of any party or party representative to be present during depositions.

6. Nothing herein shall be construed to limit a party's right to either (a) introduce

Confidential Information as exhibits during a public hearing or trial in this case or (b) attach Confidential Information to either pleadings or motions or to correspondence to the attorneys of record in this case.

7. All Confidential Information of the producing party, and any copies, abstracts or summaries thereof, shall be retained in the exclusive custody of the receiving party or its attorneys or experts at all times while this litigation is pending.

8. If, during the course of this litigation, any party inadvertently produces material it claims to be privileged, such inadvertent production will not constitute a waiver of any applicable privilege or otherwise entitle the receiving party to production of such material. The producing party shall notify the receiving party of any such inadvertent production and the basis for the claim. After being notified, the receiving party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the receiving party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim.

9. After either the conclusion of this litigation or any appeal thereof, the receiving party shall upon written request, destroy or return any Confidential Information, including any copies, reproductions, abstracts or summaries thereof (electronic or otherwise), to the disclosing party's attorneys of record and certify in writing that any and all remaining versions of the Confidential Information have been returned or destroyed, with the exception that one copy of such material and any such information protected by the attorney work-product doctrine may be maintained in the custody of a party's attorney.

10. If Confidential Information is disclosed in any way in a pleading, motion,

deposition, transcript, or other paper filed with this Court, the filing party agrees to file a motion to seal said information pursuant to D. Conn. L. Civ. R. 5(e), unless the party making the Confidential designation agrees that the document or information may be filed in the public record. The parties agree in this respect to consult with one another as to possible ways to avoid the necessity of filing papers under seal, such as through redacting confidential information.

11. Nothing herein shall prevent the parties from seeking a modification of this Order with respect to the confidentiality of discovery material.

12. If any party objects to the claim that discovery information should be deemed confidential, that party shall inform the opposing party, in writing, requesting that such designation be changed. Within 7 days of service of the objection, the producing party must advise whether it will agree to change the Confidential designation. If the producing party does not agree to a change in designation, then the designating party may present a motion to the Court in support of the designation. Prior to filing any such motion, counsel will confer in a good faith effort to narrow the disagreement. The information shall remain Confidential during the pendency of any motion.

13. Defendants have agreed to waive the attorney-client privilege and work-product privilege for certain documents, which have been identified by Bates Number below:

- AIG_MILLAN_00167-00188

Defendants have also identified which documents they intend to waive privilege for in their Privilege Log. Pursuant to FRE 502(d), the parties have agreed, and this Court now Orders that Defendants' waiver of privilege for the documents listed in the Stipulation shall not operate as a waiver of privilege to any other communication or document in this proceeding or any other Federal, State or local proceeding, investigation or inquiry.

14. Any privileged documents produced to Plaintiff pursuant to Paragraph 13 of the Protective Order will be clearly labeled as follows: "Privileged Documents produced pursuant to Court Order under Fed. R. Evid. 502 – future waiver expressly rejected." Moreover, any privileged documents produced to Plaintiff pursuant to Paragraph 13 of the Protective Order will be separately notated in a supplemental privilege log that will index any and all documents protected by Paragraph 13 of this Order.

15. The effect of Defendants' disclosure, as described in Paragraph 14 above, is binding on the parties to this Protective Order, as well as to any and all other individuals, including but not limited to individuals who may attempt to assert that Defendants have waived certain privileges and protections.

16. Both parties agree that neither Plaintiff's agreement to this Order, nor Defendants' designation of any document as "Privileged Documents produced pursuant to Court Order under Fed. R. Evid. 502 – future waiver expressly rejected," will operate to prejudice or preclude Plaintiff from opposing any claim of privilege asserted by Defendant, or from seeking further discovery relating to any topic or document so designated by Defendants. In fact, Defendants specifically acknowledge that Plaintiff reserves the right to oppose any of its privilege claims, and seek further discovery relating to Plaintiff's employment and termination, and the investigation into insider trading by Ronald Latz beyond those documents produced by Defendant pursuant to Rule 502.

17. The parties hereto agree to abide by the terms of this Confidentiality Stipulation and Order pending its approval or modification by the Court.

18. This Order's provisions restricting the communication and use of any Confidential Information produced under its terms shall continue to be binding after the

conclusion of this litigation.

THE DEFENDANTS,

THE PLAINTIFF,

<p>Dated: November 17, 2011</p> <p><u>/s/ Ethan G. Zelizer</u> Ethan G. Zelizer DLA PIPER LLP (US) 203 North LaSalle Street, Ste. 1800 Chicago, IL 60601 (312) 368-7000 ethan.zelizer@dlapiper.com</p> <p><i>Attorney for Defendants</i></p>	<p>Dated: November 17, 2011</p> <p><u>/s/Todd Steigman</u> Todd Steigman Madsen, Prestley & Parenteau, LLC 44 Capitol Avenue, Suite 201 Hartford, Connecticut 06106 Tel.: (860) 246-2466 tsteigman@mppjustice.com</p> <p><i>Attorney for Plaintiff</i></p>
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SO ORDERED:

Dated: January 23, 2012

/s/ Donna F. Martinez

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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AMERICAN INTERNATIONAL GROUP, INC.,
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Defendants.

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I acknowledge and state the following:

1. My current full name and address is:

2. Prior to receiving any information designated or marked as "Confidential," I was provided a copy of the Stipulated Discovery Protective Order in the above-captioned action, which I have fully read and understand.

3. I agree to be bound by the terms of the Stipulated Protective Order.

4. I agree not to discuss, disclose, or otherwise reveal in any way any information subject to the Stipulated Discovery Protective Order, except to such persons who are expressly permitted by its terms to view such information.

Date:

Signature:
