

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

Estate of ROBERT E. WONE, by
KATHERINE E. WONE,
as Personal Representative,

Plaintiff,

v.

JOSEPH R. PRICE, VICTOR J.
ZABORSKY,
and DYLAN M. WARD,

Defendants.

Civil Action No. 008315-08

The Honorable Brook Hedge

Next Court Event: February 14, 2011
Deadline for Discovery Requests

**PLAINTIFF'S CONSENT MOTION FOR ENTRY OF
STIPULATED PROTECTIVE ORDER**

Plaintiff Estate of Robert E. Wone, by and through undersigned counsel, hereby moves pursuant to District of Columbia Superior Court Rule of Civil Procedure 26(c), with consent of Defendants, for entry of a Stipulated Protective Order. In support of this motion, Plaintiff states:

1. On November 8, 2010, both Plaintiff and Defendants agreed to the terms of a Stipulated Protective Order.
2. The proposed Stipulated Protective Order agreed to and signed by all parties is attached hereto as Exhibit A.

WHEREFORE, Plaintiff respectfully asks that the Court grant its Consent Motion and enter the attached Stipulated Protective Order in this action.

Respectfully submitted,

/s/ Benjamin Razi
Benjamin J. Razi (brazi@cov.com)
D.C. Bar No. 475946
Stephen W. Rodger (srodger@cov.com)
D.C. Bar No. 485518
Brett C. Reynolds (breynolds@cov.com)
D.C. Bar No. 996100
Jason A. Levine (jlevine@cov.com)
D.C. Bar. No. 996121
COVINGTON & BURLING LLP
1201 Pennsylvania Ave., NW
Washington, D.C. 20004
(202) 662-6000

Patrick M. Regan (pregan@reganfirm.com)
D.C. Bar No. 336107
REGAN ZAMBRI & LONG, PLLC
1919 M Street, NW, Ste 350
Washington, D.C. 20036
(202) 463-3030

Dated: November 10, 2010

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 2010, I caused a copy of Plaintiff's Consent Motion for Stipulated Protective Order to be served via CaseFileXpress on the following counsel:

David Schertler
Robert Spagnoletti
Schertler & Onorato LLP
601 Pennsylvania Ave., NW
Washington, D.C. 20004
dschertler@schertlerlaw.com
rspagnoletti@schertlerlaw.com

Ralph C. Spooner
530 Center Street, NE
Suite 722
Salem, OR 97301-3740
rspooner@smapc.com

Counsel for Defendant Dylan M. Ward

Frank F. Daily
Sean P. Edwards
Larissa N. Byers
The Law Office of Frank F. Daily, P.A.
11350 McCormick Road
Executive Plaza III, Suite 704
Hunt Valley, MD 21031
info@frankdailylaw.com

Counsel for Defendant Victor Zaborsky

Craig D. Roswell
Brett A. Buckwalter
Heather B. Nelson
Niles, Barton, & Wilmer LLP
111 S. Calvert Street, Suite 1400
Baltimore, MD 21202
cdroswell@nilesbarton.com
hbnelson@nilesbarton.com
babuckwalter@nilesbarton.com

Counsel for Defendant Joseph Price

/s/ Benjamin Razi

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

Estate of ROBERT E. WONE, by
KATHERINE E. WONE,
as Personal Representative,

Plaintiff,

v.

JOSEPH R. PRICE, VICTOR J.
ZABORSKY,
and DYLAN M. WARD,

Defendants.

Civil Action No. 008315-08

The Honorable Brook Hedge

Next Court Event: February 14, 2011
Deadline for Discovery Requests

STIPULATED PROTECTIVE ORDER

Plaintiff Estate of Robert E. Wone, by Katherine E. Wone as personal representative, Defendants Joseph R. Price, Victor J. Zaborsky, and Dylan M. Ward, collectively the "Parties" (or "Party," if singular), by and through their undersigned counsel, and subject to approval of this Court and to the extent permitted by District of Columbia law, stipulate that the following Protective Order ("Order") be entered in connection with this action, *Estate of Robert E. Wone, by Katherine E. Wone v. Joseph R. Price, Victor J. Zaborsky, and Dylan M. Ward*, Civil Action No. 0008315-08 ("Action"), pursuant to the Court's authority under District of Columbia Rule of Civil Procedure 26(c).

1. Any Party and/or a non-party or witness, by and through his/her counsel, producing or furnishing information or documents in response to or in connection with any discovery in this Action, including, but not limited to, subpoenas, requests for production, requests for admission, answers to interrogatories, or deposition testimony, may designate for

protection in accordance with the procedures set forth herein, any admission, interrogatory answer or document, or part thereof, or any deposition testimony that such Party believes in good faith to contain or reflect Confidential Information as defined below. Any such designation shall be made at the time the information is produced or furnished or at a later time pursuant to the procedures in paragraph 5 hereof. Any party may object to any such designation pursuant to the procedures in paragraphs 9-12 hereof.

2. The terms “document” and “material” as used herein shall include any written, typed, or printed matter of any kind, computer print-outs, sound recordings, email, electronic data, photographs, or any other media for preparing, duplicating, or recording information.

3. Confidential Information shall be used solely for the purpose of this Action and not for any other purpose. Confidential Information shall not be given, shown, made available, disclosed, or communicated in any way except as specifically authorized herein. Access to information marked as Confidential Information shall be limited to, and only to, the following “Qualified Persons”:

- a. Attorneys of record in this Action and their employees and staff, and insurance claims counsel and insurance claims representatives who have direct responsibility and/or oversight regarding this Action.
- b. Court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents or providing litigation consulting, graphics, document management, or other services in this case.

- c. The Court, persons employed by the Court, and stenographers transcribing the testimony or argument at a hearing. Such disclosure in any pre-trial proceeding shall be made under seal or in such other manner as designated by the Court to maintain the confidentiality of such material.
- d. Third-party mediator, settlement judge, or arbitrator selected by the Parties or assigned to assist by the Court, or their administrative staff. Prior to disclosure, such persons shall be advised of the provisions of this Order requiring that the documents and information be held in confidence.
- e. Independent experts and consultants retained in this Action by the attorneys of record, insofar as the attorneys of record may deem it necessary for preparation of trial of this case to consult with such experts or consultants. Before any such person is permitted access to any of the Confidential Information, such person shall be informed of the existence and contents of this Order, and be required to sign the Confidentiality Agreement, attached hereto as Exhibit A.
- f. Witnesses providing testimony at trial, as listed on a Party's witness list. Such witnesses shall be allowed access to Confidential Information after being disclosed on a party's witness list in accordance with the Revised Scheduling Order set by the Court, unless the witness is also otherwise a Qualified Person pursuant to this section.
- g. Party and non-party witnesses being deposed, provided that in the case of a deponent who is not a Party, such deponent has signed the Confidentiality

Agreement, or the producing Party has affirmatively waived such requirement in writing.

- h. Any other individual that the producing Party agrees in writing is a Qualified Person, provided that no Confidential Information may be provided or disclosed to any such individual unless the individual has been first provided with a copy of this Order and has executed the Confidentiality Agreement.

4. The term “Confidential Information” as used herein shall be defined as those documents or information that are (a) designated as Confidential Information, in accordance with the procedures set forth in paragraph 5; and (b) which are so designated in good faith to be encompassed by the specific categories listed in this paragraph. The scope of this Protective Order shall also be understood to encompass not only those items or things that are expressly designated as “Confidential Information,” but may include any information derived therefrom, and all copies, excerpts, and summaries of the information, as well as deposition testimony derived from the information. Documents or other information shall be designated as Confidential Information if it is encompassed by at least one of the following categories:

- a. Financial or tax information of any individual, whether or not said individual is a Party to this Action.
- b. Individual medical information of any individual, whether or not said individual is a Party to this Action.
- c. Individual psychological or mental health information of any individual, whether or not said individual is a Party to this Action.

- d. Social security numbers or other personal identification information of any individual, whether or not said individual is a Party to this Action.
 - e. Employment and/or personnel records of any individual, whether or not said individual is a Party to this Action.
 - f. Academic, academic placement, or academic/educational records, including but not limited to applications, transcripts, disciplinary records, and student work product, of any individual, whether or not said individual is a Party to this Action.
 - g. Property addresses (excluding 1509 Swann Street, N.W., Washington, DC 20009), email addresses, and phone numbers used by or belonging to a Party or a Party's relative.
 - h. Any document that a Party believes the disclosure of which would cause undue embarrassment or an intrusion upon personal privacies.
5. Any document or information that is reasonably believed by a Party to

contain Confidential Information, as defined by paragraph 4, may be designated as Confidential Information, as appropriate. The appropriate designation of Confidential Information shall be made by placing or affixing on any document or item, in a matter which will not interfere with its legibility, the words "Confidential Information -- Subject to Protective Order," or by other means mutually agreed upon by the Parties. One who provides such document or information may designate it as Confidential Information upon making a good faith determination that it contains information encompassed by the specific categories in paragraph 4, as set forth below:

- a. As to all information obtained during written discovery, including answers to interrogatories, responses to requests for production of documents and

subpoenas, and responses to requests for admissions, any Party claiming that such information is confidential shall be and hereby is required to designate in writing those materials which are considered to be confidential and covered by this Order to the other Parties and their respective attorneys, at or prior to the time of disclosure of any such materials, or within thirty (30) calendar days of execution of this Order, whichever date is later.

- b. As to deposition testimony, counsel may designate testimony as Confidential Information during the taking of a deposition or, within fifteen (15) business days after the receipt of a deposition transcript, counsel may designate by letter to all counsel the portion(s) of such transcript that counsel believes in good faith contain Confidential Information.
- c. A Party shall not designate an entire document (for instance, an entire set of discovery responses) as Confidential Information when only a portion of the document contains Confidential Information.

6. No information may be withheld from discovery on the ground that the material to be disclosed requires protection greater than that afforded by paragraph 3 of this Order unless the Party claiming a need for greater protection (including protection of a document or information as to which an agreement cannot be reached) moves for a further order of the Court. Nothing in this Order, however, shall be deemed to constitute a waiver of a Party's right to object to discovery.

7. The restrictions on the use of Confidential Information established by this Order are applicable only to Confidential Information received by a Party, or counsel of a Party, from another Party or non-party, or counsel of that Party or non-party. A Party is free to do whatever it desires with its own Confidential Information. Moreover, nothing in this Order shall be construed to permit a Party to designate as Confidential Information documents or information that another Party obtains from an independent source, unless such designation is made pursuant to another agreement or protective order executed by the Parties.

8. If a Party is directed by valid subpoena or court order to produce Confidential Information, that Party shall promptly notify the designating Party of the subpoena or order and provide a complete copy of the subpoena or order to the designating Party. If the designating Party wishes to object, it must do so within fourteen (14) calendar days or such shorter time fixed by the order or subpoena from such other court or governmental entity, with a copy to the entity from whom disclosure of Confidential Information is sought. Nothing in this Order shall be construed to prevent the person receiving the subpoena or other court order from complying with the subpoena or order after the Court has had the opportunity to hear and rule on any motion seeking to prevent production.

9. The designation of Confidential Information by the producing Party shall not prevent any other Party from contesting the designation of any material in the manner set forth below. However, the contested material shall be treated as Confidential Information and shall remain subject to the confidentiality provisions of this Order until such time as (a) the producing Party expressly agrees, in writing, to the release of specified document(s) and/or numbered pages from the terms of this Order; or (b) the Court, after hearing from all interested Parties, specifically rules otherwise.

10. In the event counsel for any Party wishes to challenge the producing Party's confidentiality designation, such challenging Party shall notify the producing Party in writing about the disputed matter no fewer than sixty (60) calendar days prior to the then-scheduled final pre-trial conference in this Action. Counsel for both parties shall confer in good faith in an effort to resolve disputes over the designation of any material designated as Confidential Information. In conferring, the challenging Party shall explain the basis for its belief that the confidentiality designation was not proper and shall give the producing Party a reasonable opportunity to review the designated material. If the producing Party declines to release the challenged document(s) from the restrictions of this Order, the producing Party shall explain the basis for its decision. The Party that wishes to challenge the confidentiality designation may not seek judicial intervention unless and until it has engaged in good faith discussions with the producing Party.

11. A challenging Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the producing Party may file a motion with the Court that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a statement that affirms the movant has complied with the good faith discussion requirements in the preceding paragraph, and which sets forth with specificity why the movant disagrees with the producing Party's justification for the confidentiality designation.

12. The burden of persuasion in any such challenge proceeding shall be on the Party claiming the document is confidential. Until the Court rules on the challenge, the challenged document(s) shall remain subject to the confidentiality protections in this Order.

13. Within sixty (60) calendar days of the final disposition of this Action, whether by final judgment and exhaustion of all appeals or expiration of the deadlines for filing such appeals (whichever comes later), or by settlement, all material treated as Confidential Information under this Order and not received in evidence shall be returned to the originating Party. Alternatively, the material may be destroyed instead of being returned, and counsel choosing this alternative shall certify the destruction to opposing counsel in writing. Notwithstanding these requirements, counsel for each Party may retain one copy of every pleading, filing, correspondence, or working document for counsel's archives that includes Confidential Information.

14. Upon the conclusion of this Action, the Clerk shall return any sealed material to counsel who so filed it.

15. The provisions of this Order may be modified at any time by stipulation of the Parties approved by order of the Court. In addition, a Party may at any time apply to the Court for modification of this Order pursuant to a motion brought in accordance with the Rules of the Court, including a modification that seeks additional or lesser protections for Confidential Information. Agreement to the terms of this Order, or its entry by the Court, is not grounds for denial of any motion for modification.

16. Nothing herein shall in any respect constitute a waiver of any attorney-client or work-product privilege of any Party, nor does any provision herein affect the right of any Party to contest any assertion or finding of confidentiality or privilege, or to appeal any adverse determination of the Court regarding said confidentiality or privilege.

SO ORDERED this ____ day of _____, 2010

Judge Brook Hedge
District of Columbia Superior Court Judge

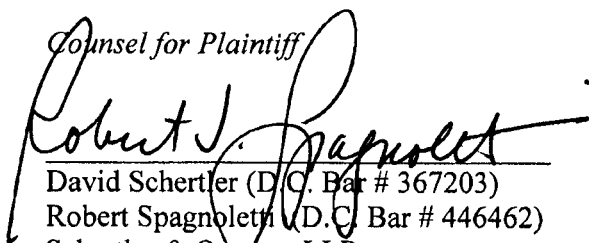
It is so stipulated:



Benjamin J. Razi (brazi@cov.com)
D.C. Bar No. 475946
Stephen W. Rodger (srodger@cov.com)
D.C. Bar No. 485518
Brett C. Reynolds (breynolds@cov.com)
D.C. Bar No. 996100
Jason A. Levine (jlevine@cov.com)
D.C. Bar. No. 996121
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, D.C. 20004
(202) 662-6000

Patrick M. Regan (pregan@reganfirm.com)
D.C. Bar No. 336107
REGAN ZAMBRI & LONG, PLLC
1919 M Street, NW, Suite 350
Washington, D.C. 20036
(202) 463-3030

Counsel for Plaintiff



David Schertler (D.C. Bar # 367203)
Robert Spagnoletti (D.C. Bar # 446462)
Schertler & Onorato LLP
601 Pennsylvania Ave., NW
Washington, D.C. 20004
(202) 628-4199
dschertler@schertlerlaw.com
rspagnoletti@schertlerlaw.com

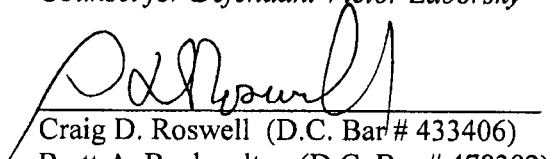
Ralph C. Spooner
530 Center Street, NE
Suite 722
Salem, OR 97301-3740
(503) 378-7777
rspooner@smapc.com

Counsel for Defendant Dylan M. Ward



Frank F. Daily
Sean P. Edwards
Larissa N. Byers (D.C. Bar # 472431)
The Law Office of Frank F. Daily, P.A.
11350 McCormick Road
Executive Plaza III, Suite 704
Hunt Valley, MD 21031
(410) 584-9443
lbyers@frankdailylaw.com
sedwards@frankdailylaw.com
info@frankdailylaw.com

Counsel for Defendant Victor Zaborsky



Craig D. Roswell (D.C. Bar # 433406)
Brett A. Buckwalter (D.C. Bar # 478382)
Heather B. Nelson
Niles, Barton, & Wilmer LLP
111 S. Calvert Street, Suite 1400
Baltimore, MD 21202
(410) 783-6300
cdroswell@nilesbarton.com
hbnelson@nilesbarton.com
babuckwalter@nilesbarton.com

Counsel for Defendant Joseph Price

EXHIBIT A

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

Estate of ROBERT E. WONE, by
KATHERINE E. WONE,
as Personal Representative,

Plaintiff,

v.

JOSEPH R. PRICE, VICTOR J.
ZABORSKY,
and DYLAN M. WARD,

Defendants.

Civil Action No. 008315-08

The Honorable Brook Hedge

CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that he or she has read the Stipulated Protective Order entered in the above-captioned action (“Action”), and that he or she understands the terms thereof and agrees to be bound by those terms as if a signatory thereto. The undersigned further consents to subject himself or herself, in an action relating to the Protective Order, to the jurisdiction of the Court having jurisdiction over the Action as described in the Protective Order. As set forth in the Protective Order, the Court shall retain continuing jurisdiction to administer and enforce the Protective Order with respect to any Confidential Information used or produced in the Action pending before the Court.

Signature

Printed Name

Individual or entity represented

Address

SWORN TO BEFORE ME and subscribed in my presence this ____ day of _____, 201__.

[Notary Seal, if any]

Notary Public
My commission expires: