

JAMES J. DONELON, COMMISSIONER : SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF :
LOUISIANA, IN HIS CAPACITY AS :
REHABILITATOR OF LOUISIANA :
HEALTH COOPERATIVE, INC. :

versus :

CGI TECHNOLOGIES AND : PARISH OF EAST BATON ROUGE
SOLUTIONS, INC., GROUP :
RESOURCES INCORPORATED, BEAM :
PARTNERS, LLC, MILLIMAN, INC., :
BUCK CONSULTANTS, LLC. WARNER :
L. THOMAS, IV, WILLIAM A. OLIVER, :
SCOTT POSECAI, PAT QUINLAN, :
PETER NOVEMBER, MICHAEL :
HULEFELD, ALLIED WORLD : 19TH JUDICIAL DISTRICT COURT
SPECIALTY INSURANCE :
COMPANY a/k/a DARWIN NATIONAL :
ASSURANCE COMPANY, :
ATLANTIC SPECIALTY INSURANCE :
COMPANY, EVANSTON INSURANCE :
COMPANY, RSUI INDEMNITY :
COMPANY AND ZURICH AMERICAN :
INSURANCE COMPANY : STATE OF LOUISIANA

**PLAINTIFF'S BRIEF REGARDING PROPOSED
PROTECTIVE ORDER**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, the Receiver of LAHC, who respectfully files this brief pursuant to this Honorable Court's ORDER of November 16, 2017, directing the parties to provide proposed Protective Orders, supporting briefs, and related documents on or before December 1, 2017. Specifically:

- 1. The parties shall provide legal briefs, not to exceed five (5) pages, as to the necessity of providing indemnity, defense, and hold-harmless provisions in any Protective Order issued in this case;**

Following the status conference of November 16th, and after reconsideration and further communications with defense counsel, Plaintiff has now agreed to remove those "indemnity, defense, and hold-harmless provisions" in the proposed Protective Order to which defendants previously objected. In other words, in an effort to reach consensus and move this litigation forward without the need of judicial intervention, Plaintiff has now consented to defendants' demands to remove all objectionable provisions regarding a broad indemnity obligation in the previously circulated Protective Order. As such, there is no longer any need to brief any issues surrounding the scope of any previously contested indemnity obligation.

FILED
EAST BATON ROUGE PARISH LA
2017 DEC -1 PM 12:00
DEPUTY CLERK OF COURT

2. **Plaintiff, shall provide this Court a copy of its Proposed Protective Order containing the indemnity, defense, and hold-harmless language desired;**

Attached hereto is a copy of the proposed Protective Order which has been agreed to in its entirety by counsel for Plaintiff and counsel for Buck Consultants, LLC ("Buck"). As of the time of this filing, counsel for the other defendants have not advised undersigned counsel whether they join with Plaintiff and Buck regarding the attached Protective Order, or not.

3. **Such defendants as agree shall provide this Court their Joint Proposed Protective Order;**

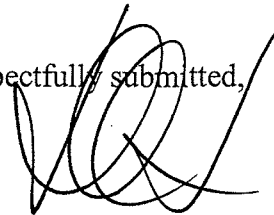
No longer applicable.

4. **Plaintiff shall provide this Court with a draft Case Management Schedule containing the same items and dates as previously provided, except to leave the dates for items 1-4 blank.**

See attached copy of the previously submitted Case Management Schedule with items 1-4 blank. Copies of this Case Management Schedule and the proposed Protective Order in Word format have been emailed this date to Paula Dennis, judicial assistant to Judge Kelley at PDennis@brgov.com.

As was discussed and acknowledged at the recent status conference, until a Protective Order is in place, the parties are not in a position to engage in discovery and begin the exchange of relevant documents and materials. Plaintiff respectfully requests that this Honorable Court sign the attached, proposed Protective Order and issue an appropriate Case Management Schedule as soon as practicable.

Respectfully submitted,



J. E. Cullens, Jr., T.A., La. Bar #23011
Edward J. Walters, Jr., La. Bar #13214
Darrel J. Papillion, La. Bar #23243
David Abboud Thomas, La. Bar #22701
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**WALTERS, PAPILLION,
THOMAS, CULLENS, LLC**
12345 Perkins Road, Bldg One
Baton Rouge, LA 70810
Phone: (225) 236-3636

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished via U.S. Mail, postage prepaid, and via e-mail to all counsel of record as follows:

Harry (Skip) J. Philips, Jr.
Taylor Porter
Post Office Box 2471
Baton Rouge, LA 70821

W. Brett Mason
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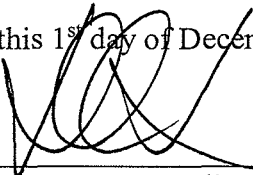
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Baton Rouge, Louisiana this 1st day of December, 2017.



J. E. Cullens, Jr.

JAMES J. DONELON, COMMISSIONER	:	SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF	:	
LOUISIANA, IN HIS CAPACITY AS	:	
REHABILITATOR OF LOUISIANA	:	
HEALTH COOPERATIVE, INC.	:	
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versus	:	19TH JUDICIAL DISTRICT COURT
	:	
TERRY S. SHILLING, GEORGE G.	:	
CROMER, WARNER L. THOMAS, IV,	:	
WILLIAM A. OLIVER, CHARLES D.	:	
CALVI, PATRICK C. POWERS, CGI	:	
TECHNOLOGIES AND SOLUTIONS,	:	PARISH OF EAST BATON ROUGE
INC., GROUP RESOURCES	:	
INCORPORATED, BEAM PARTNERS,	:	
LLC, MILLIMAN, INC., BUCK	:	
CONSULTANTS, LLC. AND	:	
TRAVELERS CASUALTY AND	:	
SURETY COMPANY OF AMERICA	:	STATE OF LOUISIANA

PROTECTIVE ORDER

Before the Court is Plaintiff's Unopposed Motion to Enter Consent Protective Order.

Having considered the motion, the Court concludes that it should be, and is hereby, **GRANTED**.

Accordingly, it is **ORDERED** that:

1. "Confidential PHI Information" means: (a) Protected Health Information ("PHI"), which has the meaning set forth at 45 C.F.R. §160.103, the privacy of which is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), applicable CMS regulations and the Health Information Technology for Economic and Clinical Health (HITECH) Act (all collectively "HIPAA"), and refers to PHI disclosed to a Party or other Qualified Persons in the course of and for purposes of litigation of the above-captioned matter; the party who produces any PHI is obligated to designate PHI by marking the same as "Confidential PHI" or with comparable language sufficient to notify the recipient that such documents may be PHI.
2. "Confidential Information" means information, other than Confidential PHI Information, that has been designated as Confidential in accordance with Section 4 of this Order.
3. "Qualified Person" means:
 - a. counsel of record for Plaintiff and Defendants in this action captioned *James J. Donelon v. Terry S. Shilling, et al.*, Suit No. 651,069 ("This Action"), and lawyers retained and/or employed by the Parties in the course of business, but only after the attorney has read this Order and signed the Consent ("Counsel");

- b. testifying independent experts and independent expert consultants retained by a Party or by Counsel solely for the purposes of assisting in the conduct of This Action (collectively "Independent Experts"), but only after the expert or consultant has read this Order and signed the Consent to Protective Order in the form of Exhibit "A" to this Order ("Consent");
 - c. the Parties to This Action;
 - d. regular employees of a Qualified Person who are designated as such under Sections 3(a) or 3(c) of this Order, when it is necessary for purposes of This Action that the employee have access to Confidential or Confidential PHI Information, but only after the employee has been advised by the respective party's counsel of record of the employee's confidentiality obligations under this Order;
 - e. regular employees of a Qualified Person who are designated as such under Sections 3(b), 3(f), or 3(g) of this Order, when it is necessary for purposes of This Action that the employee have access to Confidential or Confidential PHI Information, but only after the employee has read this Order;
 - f. witnesses, including deponents, to whom disclosure of Confidential or Confidential PHI Information is necessary for them to effectively testify in This Action, but, with respect to Confidential PHI Information, only after each has read this Order and signed the Consent, which the Party noticing the deposition or calling the witness will serve promptly upon all Parties. With respect to non-PHI Confidential Information, the witness shall be informed of the requirements of this Order but not be required to sign the Consent;
 - g. court reporters for depositions, after they have signed the Consent, which the Party noticing the deposition will keep; or
 - h. any person designated as a Qualified Person for specified Confidential or Confidential PHI Information in a written permission given by the Party who has produced the specified Confidential or Confidential PHI Information, after that person has signed the Consent and after the Discovering Party has served the Consent and the permission upon all Parties.
4. Prior to producing documents, electronically stored information or tangible things for inspection or prior to mailing or delivering copies of documents, electronically stored information or tangible things by a producing Party (including third parties) ("Producing Party") to a discovering Party ("Discovering Party"), the Producing Party may stamp any page (or analogous portion) of any document, including electronically stored information or any tangible thing, with the following legend, or a substantially similar legend:

"CONFIDENTIAL"

which will be referred to as a "Confidential Legend." Documents may be designated Confidential only when the information is proprietary, a trade secret or

other confidential research, development, technical, financial, or commercial information, or any sensitive, personal information. In lieu of marking the original of a document, the Producing Party may stamp the copies of the original that are produced or delivered. Discovering Parties will have reasonable access to a Producing Party's original documents. The designated pages will be stamped, to the extent reasonably possible, without defacing, obscuring, or overlapping any writing on the document. If any writing is defaced, obscured, or overlapped, then, upon request from counsel for a Discovering Party, counsel for a Producing Party will promptly deliver to counsel for the Discovering Party a copy of the original document that is not defaced, obscured, or overlapped.

5. Any Party, including third parties, may designate information in deposition testimony, deposition exhibits, or documents (including electronically stored information and tangible things) produced in connection with a deposition as Confidential or Confidential PHI by indicating on the record during the deposition the testimony, exhibit, or document that the Party designates as Confidential or Confidential PHI or by stamping deposition exhibits or documents as set forth in Section 4. Any Party, including third parties, may also designate information in deposition testimony, deposition exhibits, or documents produced in connection with a deposition as Confidential or Confidential PHI by notifying counsel for the Parties to This Action, in writing within 30 days after receipt of the transcript or other record of the deposition, of the pages and lines of the transcript, the pages of the exhibits, and the pages of the documents (by document control number) that are designated as containing Confidential or Confidential PHI Information. Each Qualified Person who has received a record of the deposition, or a copy of the exhibit or document, will stamp the appropriate Confidential or Confidential PHI Legend on the cover of each transcript or other record of the deposition and on each page in each exhibit and document that has been designated Confidential or Confidential PHI Information. All deposition testimony and records of deposition testimony, in whatever form recorded, all deposition exhibits, and all documents produced in connection with depositions shall be treated as Confidential or Confidential PHI Information until this 30-day

period has passed. Deponents will not copy any portion of a deposition record or deposition exhibit containing Confidential or Confidential PHI Information.

6. Any disclosure of information that has not been designated as Confidential (or Confidential PHI) at the time of the production or disclosure will not be a waiver of confidentiality, in whole or in part, either as to the specific information disclosed, as to any information relating to the information disclosed (whether on the same or related subject matter), or as to any other information. A Producing Party may designate as Confidential or Confidential PHI, after its production or disclosure, any information that has been produced or disclosed without designation, by written notice to all Parties in accordance with the designation procedure in Sections 3 and 4 of this Order. Any disclosure by a Receiving Party made prior to such later designation shall not be deemed a violation of this Order. All Parties receiving such later notice will promptly stamp all designated pages with the appropriate Confidential Legend and will treat the designated information as Confidential Information immediately upon receipt of the written notice. Any Party to This Action by written notice to all Parties in accordance with the designation procedure in Sections 3 and 4 of this Order may designate as Confidential, after its production or disclosure, any information that has been produced or disclosed by another Party or non-party without designation.
7. Clawback Provision: Due to the large volume of electronic and hard copy data in the possession, custody, or control of the Parties and the concerns regarding attorney-client privilege and work product protection, this Section is included to expedite and facilitate the production of electronic and hard copy data, information and documents, and to protect against inadvertent disclosure of attorney-client privileged communications or work product materials. The disclosure or production of any information or document that is subject to an objection on the basis of attorney-client privilege or work-product protection, will not constitute or be deemed to waive a Party's claim to its privileged or protected nature or estop that Party or the privilege holder from designating the information or document as attorney-client privileged or subject to the work product doctrine at a later date. Disclosure of the information or

document by the Receiving Party prior to such later designation shall not be deemed a violation of the provisions of this Order. Any Party receiving any such information or document shall return it upon request from the Producing Party, unless the recipient has a good faith and reasoned position that the information or document is not subject to the claimed privilege. In such case, the Receiving Party shall promptly notify the Producing Party of its position with respect to the particular document, and raise the issue with the Court within five business days, failing which the Receiving Party shall return the document to the Producing Party. Until the Court has ruled on the privilege issue, the Receiving Party shall hold the document in strict confidence and shall not seek to use it in depositions, as evidence, or in any other manner. Nothing in this Order overrides any attorney's ethical responsibilities to refrain from examining or disclosing materials that the attorney knows or reasonably should know to be privileged and to inform the Disclosing Party that such materials have been produced.

8. Confidential and Confidential PHI Information will be used solely for the preparation and trial of the claims in This Action, and shall not be used in any other proceeding, or for any business, commercial, competitive, personal, or other purpose whatsoever. Confidential and Confidential PHI Information will not be disclosed or otherwise made available, orally or in writing, to anyone other than the following persons or in the following instances: (a) to Qualified Persons, in accordance with this Order; (b) to the Court, including court staff; (c) when the Producing Party consents in writing to a disclosure; or (d) when the Court, after notice to all Parties and a hearing, orders or permits disclosure.
9. If a party to another action or proceeding serves a discovery request for any Confidential or Confidential PHI Information, or if another court or administrative agency, and/or investigative agency, issues a subpoena for, or orders the production of, or makes a formal request for production of any Confidential or Confidential PHI Information, that a Discovering Party has obtained in This Action, then the Discovering Party will (a) promptly notify the Producing Party or the other person who produced the information and/or designated the document as Confidential of the

discovery request, subpoena, or order; (b) describe the information sought and provide the Producing Party with a copy of the discovery request, subpoena, formal request, or order; (c) request an extension, if necessary, to enable the Producing Party or other person to object to the disclosure or production; and (d) cooperate fully with the Producing Party or other person to protect any Confidential or Confidential PHI Information from disclosure and to maintain its confidentiality. Thereafter, if the Producing Party makes a timely motion or application for relief from the subpoena or request in the appropriate forum, the person or Party subject to the subpoena or request shall withhold response until 5 days before the due date (including any extensions) to allow time for the Producing Party to seek relief from the subpoena.

10. The restrictions in this Order on the use and disclosure of Confidential or Confidential PHI Information will not apply when a Discovering Party or a party intending to use or disclose the information can demonstrate to this Court that:

- a. at the time of production or disclosure to the Party intending to use or disclose the Confidential or Confidential PHI Information, the Confidential or Confidential PHI Information was already known to the Party or readily available to the public; or
- b. subsequent to the production or disclosure to the Party intending to use or disclose the Confidential or Confidential PHI Information, the Confidential or Confidential PHI Information became readily available to the public through no fault of the Party intending to use the information (including its officers, employees, agents, attorneys or representatives) or was disclosed to the Party intending to use the information by a person who was in lawful possession of the information and who did not have an obligation to maintain the confidentiality of the information.

11. A Party will not be obliged to challenge any designation of Confidential or Confidential PHI Information, even if it disagrees with the designation. If any Party disputes at any time any designation of Confidential or Confidential PHI Information or designation of any Qualified Person, then the Parties involved shall first make a good faith effort to resolve the dispute without the intervention of the Court. If the dispute cannot be resolved, then the Party challenging the designation may seek relief from the Court by motion, after reasonable notice to the Party asserting a claim of confidentiality and after a hearing. If challenged in Court,

the Producing Party shall bear the burden of proof regarding the necessity of any Confidential designation.

12. Unless the Court, after notice and a hearing, orders otherwise for good cause, only the persons allowed access to Confidential and/or Confidential PHI Information in accordance with this Order shall be permitted to make summaries, compilations, notes, or any other derivative use of Confidential or Confidential PHI Information (“Derivative Work Product”). Derivative Work Product shall have the same classification and be stamped with the same Confidential Legend that is stamped on the source Confidential or Confidential PHI Information.
13. When necessary, a Party may include Confidential or Confidential PHI Information in a Filing by using a motion to seal, and this Order will constitute an order permitting the filing of Confidential or Confidential PHI Information under seal. Any document filed in this manner, and all service copies, must bear a cover sheet, permanently affixed to the document, with the caption of this action, the title or a description of the document to which the Confidential or Confidential PHI Information relates, and a statement substantially in the following form:

CONFIDENTIAL: ACCESS RESTRICTED BY COURT ORDER

This document contains Confidential or Confidential PHI Information protected by a court order of confidentiality. The document may not be viewed, displayed, revealed, or disclosed to anyone other than counsel of record, except by court order.

Any document bearing a cover sheet indicating that it contains Confidential or Confidential PHI Information will not become a part of the public record of this action, except upon further order of this court, after notice to all Parties and a hearing.

14. Unless otherwise ordered by the court, all pretrial hearings and other proceedings during which Confidential or Confidential PHI Information may be disclosed will be conducted with no one but Qualified Persons present, or will be subject to such other order of this court as may be necessary to preserve the confidentiality of Confidential or Confidential PHI Information. The use of Confidential and/or Confidential PHI Information at trial will not be governed by this Order, but will be governed by an Order or Orders later to be entered in this action. This Order

will not limit any Party's right to use Confidential or Confidential PHI Information in any pretrial hearing or proceeding or at trial subject to the protections of this Order or any later Order.

15. This Order is entered without prejudice to the right of any Producing Party to object to the production or disclosure of documents, tangible things, or electronically stored information, seek additional protective orders further restricting the use of information produced during discovery, or to object to any discovery, on any proper ground as provided by applicable law. By agreeing to this Order, the Parties are not waiving any objections to disclosure and/or production of any Confidential PHI Information. Also, nothing in this Order shall be deemed a waiver of any Party's rights to object to the admission in evidence, at trial of This Action, of any Confidential or Confidential PHI Information.

16. Within 30 days after the entry of a final judgment in This Action from which no appeal has been taken or can be taken or the signing of a final settlement agreement disposing of all claims of all Parties, all Discovering Parties and Qualified Persons must return all documents and all reproductions of documents containing Confidential or Confidential PHI Information, including Derivative Work Product, in their possession, custody, or control to the Counsel of record for the Discovering Party, for safekeeping until destroyed by the Discovering Party's Counsel.

17. Any Qualified Person receiving Confidential or Confidential PHI Information will be responsible for taking all reasonable and necessary steps to preserve the confidentiality of the Confidential or Confidential PHI Information in their possession. Qualified Persons will not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Further, any Qualified Person receiving Confidential PHI Information must: a) protect access to Confidential PHI Information and access codes; b) use commercially reasonable and appropriate efforts to maintain the privacy and security of Confidential PHI Information and prevent unauthorized use or disclosure of the information; and c) implement administrative, physical, and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity, and availability of Confidential PHI Information in accordance with HIPAA.

18. Any Party providing Confidential or Confidential PHI Information to a Qualified Person must ensure that the Qualified Person has signed and furnished to the Party any required Consent. Each Party and Independent Expert will be responsible for any violation of this Order by the Party or expert or by any of their Qualified Persons defined in subparagraph 3(b), 3(c), or 3(d).
19. Nothing in this Order shall prevent or prohibit a Party from seeking such additional or further protection as it deems necessary to protect Confidential PHI Information subject to discovery in this action. Further, Plaintiff and other Producing Party retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Confidential PHI Information by a Discovering Party or other Qualified Person, any of its agents, attorneys, or Subcontractors, or any third party who has received Confidential PHI Information.
20. Counsel will notify all Parties and the Court of any violation of this order of which Counsel becomes aware.
21. Violations of this Order will be punishable by sanctions, including the sanctions permitted upon a finding of contempt of court and the sanctions available under HIPAA for improper use or disclosure of Confidential PHI Information.
22. All Qualified Persons shall report to counsel for the Plaintiff and any other Producing Party within five (5) business days of their Discovery of any Breach of Unsecured Confidential PHI Information (as defined by 45 C.F.R. §164.402), any Security Incident (as defined by 45 C.F.R. §164.304), or any other unauthorized use or disclosure of Confidential PHI Information, and maintain and/or establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use or disclosure of Confidential PHI Information in violation of this Order. In the event of a Breach of unsecured Confidential PHI Information by any Qualified Person, the Qualified Person shall reimburse Plaintiff and other Producing Party for all reasonable costs incurred by Plaintiff or other Producing Party in providing notification of the Breach to Individuals, HHS, and the media.

23. The Parties acknowledge that unsuccessful Security Incidents are commonplace and, as such, the Parties acknowledge and agree that Section 22 above constitutes notice by a Qualified Person to the Plaintiff and other Producing Party of the ongoing existence and occurrence of such incidents for which no additional notice shall be required. Unsuccessful Security Incidents include, without limitation, pings and other broadcast attacks on the Qualified Person's firewall, port and other reconnaissance scans, and unsuccessful log-on attempts, as long as the foregoing do not result in unauthorized access, use or disclosure of Confidential PHI Information.
24. The Parties may, by stipulation, provide for exceptions to this Order, and any Party may seek an order of this Court modifying this Order. This Order will survive a final judgment in This Action and continue in force until modified or dissolved by an order of this Court. The Court shall retain jurisdiction after the final disposition of This Action for purposes of any application to modify or enforce the provisions of this Order.

SO ORDERED this ____ day of _____, 2017, at Baton Rouge, Louisiana.

HON. JUDGE TIMOTHY KELLEY, 19th JDC

JAMES J. DONELON, COMMISSIONER	:	SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF	:	
LOUISIANA, IN HIS CAPACITY AS	:	
REHABILITATOR OF LOUISIANA	:	
HEALTH COOPERATIVE, INC.	:	
	:	
versus	:	19 TH JUDICIAL DISTRICT COURT
	:	
TERRY S. SHILLING, GEORGE G.	:	
CROMER, WARNER L. THOMAS, IV,	:	
WILLIAM A. OLIVER, CHARLES D.	:	
CALVI, PATRICK C. POWERS, CGI	:	PARISH OF EAST BATON ROUGE
TECHNOLOGIES AND SOLUTIONS,	:	
INC., GROUP RESOURCES	:	
INCORPORATED, BEAM PARTNERS,	:	
LLC, AND TRAVELERS CASUALTY	:	
AND SURETY COMPANY OF	:	
AMERICA	:	STATE OF LOUISIANA

EXHIBIT "A"
CONSENT TO PROTECTIVE ORDER

I, _____, hereby acknowledge that I have received a copy of the Protective Order in *James J. Donelon v. Terry S. Shilling, et al.*, 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, Suit No. 651,069. Having read and understood the terms of the Protective Order, I agree to abide by and be bound by the terms of the Protective Order. I understand that any unauthorized use or disclosure of Confidential or Confidential PHI Information or other violation of the Order will subject me to sanctions, including the sanctions permitted upon a finding of contempt of court. I consent to the exercise of personal jurisdiction by the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, in all matters related to this Order.

Name: _____

Date: _____

Address: _____

Signature: _____

V.

JUDGE TIMOTHY KELLEY

TERRY S. SHILLING, ET AL

COURT 10D

CASE MANAGEMENT SCHEDULE

BY ORDER OF THIS COURT, the following Case Management Schedule shall control this case. No variance of this Order shall be allowed without written approval of this Court:

1. Parties shall respond to written discovery propounded prior to October 16, 2017, on or before _____, 2018.
2. Parties shall reciprocally exchange preliminary witness lists on or before _____, 2018.
3. Joinder of parties and amendment of pleadings must be completed on or before _____, 2018.
4. Parties shall supplement their witness list on or before _____, 2018.
5. Final discovery cutoff regarding fact witnesses is set for November 30, 2018. All motions to compel and for protective orders, must be filed no later than 21 days after this date.
6. The parties have agreed to set aside the following dates for depositions:

January 2018: 19, 22, 23	June 2018: 18, 19, 20, 21, 22
February 2018: 19, 20, 22, 23	August 2018: 21, 22, 23, 24
March 2018: 19, 20, 22, 23	September 2018: 24, 25, 26, 27, 28
April 2018: 23, 24, 26, 27	October 2018: 22, 23, 24, 25, 26
May 2018: 14, 15, 16	November 2018: 8, 9, 12, 13, 16

Absent prior consent and agreement of all parties, depositions shall not be scheduled on any date not listed herein.

7. If expert witness testimony is required:
 - a. All Plaintiff's reports shall be produced to defendant(s) on or before January 15, 2019.
 - b. All Defendant(s) expert reports shall be produced to plaintiff on or before February 15, 2019.
8. All expert discovery, including depositions of all experts, shall be completed on or before May 15, 2019.
9. Parties shall exchange pretrial inserts on or before June 5, 2019.
10. The pretrial order shall be prepared, signed by all parties, and filed by plaintiff counsel with the court on June 20, 2019.
11. It is the intent and desire of the parties, subject to the discretion and Order of this Court, that the trial of this matter shall be set in the late summer or fall of 2019.¹

The foregoing Case Management Schedule is adopted as an Order of this Court this _____ day of _____, 2017.

Judge Timothy E. Kelley

¹ Buck Consultants, LLC and Milliman, Inc. sign this Case Management Schedule subject to and fully reserving their respective Declinatory Exceptions of Improper Venue and Declinatory Exception of Lack of Subject Matter Jurisdiction and their applications for supervisory review of the court's September 19, 2017 Judgment denying these exceptions.