

STATE OF VERMONT

SUPERIOR COURT
Orange Unit

CIVIL DIVISION
Case No. 23-CV-02848

JOHN DURKEE, EXECUTOR OF THE
ESTATE OF DECEDENT [KENNETH] H.
BLAISDELL, JR.,
Plaintiff,

v.

TRINI BRASSARD, COURTNEY BRASSARD,
BRIAN FALZO, DANIEL BRASSARD, AND
BRASSARD SUGARWORKS AND MAPLE
SUPPLY, LLC,
Defendants.

[PROPOSED] CONFIDENTIALITY ORDER

After consideration of the arguments presented by the parties as to the production of certain requested documents, the Court hereby ORDERS as follows:

1. This Order (hereinafter, "Order") shall govern the production of financial documents to include, without limitation, certain documents consisting of the Defendants' personal financial records and information ("Confidential Information") sought in discovery by the Plaintiff.
2. To the extent any Party has already produced Confidential Information, this Order will apply to such Confidential Information already produced and documentation to be produced.
3. Confidential Information shall be used by the Parties solely for purposes of preparing for and conducting the litigation and/or settlement of this matter (including any related

appellate proceedings) and only as limited by the provisions of this Order. Confidential Information may not be used or disseminated for any other purpose.

4. Before Confidential Information is disclosed to the Plaintiff or his counsel, the Party from whom the Confidential Information is sought will submit the documents or other information which the party contends is Confidential Information to _____, who is hereby appointed by the Court as a special master (“Special Master”) for the purpose of reviewing such Confidential Information in accordance with the following provisions:

- a. The Plaintiff, through his counsel, shall provide written directions to the Special Master, describing the information sought and the purpose(s) for which such information is sought;
- b. Plaintiff’s counsel shall provide to counsel for the Party from whom the Confidential Information is sought a copy of the written directions provided to the Special Master;
- c. The Party from whom the Confidential Information is sought shall, within thirty (30) days of receipt by counsel of a copy of the written directions to the Special Master, provide copies of the requested Confidential Information to the Special Master, with each page of the documents provided marked with a letter sequence unique to that Party, identifying the Party producing the documents, and a number sequence uniquely identifying each page produced (“Bates-number”), and bearing the following legend: **“Confidential Information – Produced Subject to Confidentiality Order in Case No. 23-CV-02848”**;

- d. Each Party producing Confidential Information in accordance with the preceding provision may, at its option, submit a confidential memorandum to the Special Master, setting forth the Party's contentions as to why some or all of the documents produced are not responsive to the requests submitted by the Plaintiff; the Party's confidential memorandum shall not be made available to the Plaintiff or his counsel or to any other party, except by order of the Court;
- e. Within thirty (30) days of receipt of the documents provided in accordance with the preceding provisions, the Special Master shall render and distribute to the Plaintiff and to the Party who produced the Confidential Information a preliminary written determination of his/her findings regarding the scope of Confidential Information he/she has determined to be responsive to the requests submitted by the Plaintiff for the purpose(s) identified, specifying as to each request the documents, identified by Bates-number reference, which the Special Master has determined are responsive to the Plaintiff's requests, which shall be deemed, for purposes of this Order the "Preliminarily Discoverable Confidential Information;" in its determination, the Special Master shall limit the scope of documents identified as Preliminarily Discoverable Confidential Information as the narrowest scope of information (*i.e.* least disclosing of the Party's Confidential Information) which the Special Master reasonably determines to be responsive to the Plaintiff's request(s);
- f. Within seven (7) days of receipt of the Special Master's preliminary written determination, as described above, the Party from whom the Confidential Information was sought may file with the Court a request that the Court conduct

an *in camera* review of any aspect(s) of the Special Master's determination(s) with which the Party disagrees, in which case such Preliminarily Discoverable Confidential Information may be withheld pending review and determination by the Court; all other documents identified by the Special Master as Preliminarily Discoverable Confidential Information shall be produced by the Party from whom the documents were received to Plaintiff's counsel and shall thereafter (and hereafter) be referred to as Discoverable Confidential Information;

5. Discoverable Confidential Information shall be disclosed or made available by the Plaintiff and/or his counsel only to "Qualified Persons" who shall consist solely of:
 - a. The Court, court personnel, and court reporters;
 - b. Deposition witnesses, only by agreement of the Party who produced the Discoverable Confidential Information (or, absent agreement, by order of the Court) and only after review of and agreement by each witness to be bound by the terms of this Order, evidenced by signing a copy of this Order;
 - c. Any person engaged by counsel to the parties in this matter or by the Parties to assist in litigation, including experts, consultants or others who are assisting a Party's counsel in this matter, only by agreement of the Party who produced the Discoverable Confidential Information (or, absent agreement, by order of the Court) and only after review of and agreement by each such person to be bound by the terms of this Order; and
 - d. Mediator(s) retained jointly by the parties, only by agreement of the Party who produced the Discoverable Confidential Information (or, absent agreement, by

order of the Court) and only after review of and agreement by each such mediator(s) to be bound by the terms of this Order.

6. Other than as set forth above, Confidential Information, including but not limited to Preliminarily Discoverable Confidential Information and Discoverable Confidential Information, may not be disclosed to any other person absent a further Court Order authorizing such disclosure(s).
7. All parties and counsel, and all Qualified Persons, as defined above, shall hold any and all Confidential Information in absolute confidence, and may only use and disclose such information as authorized by this Order.
8. To the extent any Party wishes to use any Confidential Information in connection with any pleading or other out-of-court submission to the Court, such submission must be filed with the Court under seal.
9. The Parties may disclose Confidential Information as needed during the course of any hearing, trial, or other proceeding in open Court (including in connection with obtaining testimony from any witness, making offers of proof, etc.), provided that the Party seeking to disclose the Confidential Information shall give the Party who produced the information advance notice, and either Party may at his or her option ask the Court at the time to hold such Confidential Information in a sealed file.
10. Nothing herein shall be construed to impact in any way the admissibility of any document, testimony, or other evidence at trial in this matter. Nothing herein shall require the disclosure of material which counsel for any Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable privilege, nor shall anything herein constitute a waiver of any claim of

privilege or other protection from discovery. Nothing herein shall be deemed as a modification or expansion of the scope of the rules of civil procedure and evidence with respect to the discoverability and/or admissibility of any document or other information or materials produced during the course of this matter. Nothing in this Order shall be deemed to preclude a Party from seeking and obtaining, on an appropriate showing, additional protection with respect to the confidentiality of documents, testimony, court papers, or other matters.

11. Nothing herein shall be construed to limit in any way either Party's individual or personal use of Confidential Information related specifically to that Party's Confidential Information.
12. If Confidential Information is disclosed to any person other than in the manner authorized by his Order, the Party responsible for the disclosure shall, upon learning of the disclosure, inform counsel for the Party who produced the Confidential Information and shall make every reasonable effort to retrieve the materials and prevent disclosure by the unauthorized person who received such information.
13. The termination of this matter shall not relieve any Party to whom Confidential Information has been disclosed from the obligations of this Order. Counsel for each Party may retain one copy of Confidential Information contained in his/her files provided that confidentiality continues to be preserved. All duplicate copies shall be destroyed or returned to the producing Party.
14. The Parties agree and the Court hereby orders that the Special Master shall be compensated for his/her services in connection herewith at an hourly rate of \$_____, and shall be entitled to reimbursement for reasonable expenses incurred in connection

with his/her work hereunder, such compensation and expenses to be paid by the Plaintiff from funds of the Estate of Kenneth Blaisdell, subject to the following: (a) the Special Master shall submit to all of the Parties periodic written invoices, not more frequent than once a month, detailing the hours expended and expenses incurred during the billing period; (b) if no Party has submitted a written objection to the Special Master's invoice within seven (7) days of receipt thereof, the Plaintiff shall pay such invoice by not later than twenty-one (21) days of the date of receipt; (c) in the event any Party objects to payment of any invoice submitted by the Special Master, the Plaintiff shall immediately submit such invoice, along with any written objection(s) received from any parties, to the Court for prompt review, and shall pay any portion(s) of such invoice as to which there was no objection; following which (d) the Court will determine whether and to what extent the portion(s) of the invoice to which one or more parties submitted objections may be paid, subject to the further caveat that the Court may assess sanctions against any Party whom the Court determines to have submitted an objection that was patently unreasonable or made in bad faith for the purpose of undermining this Order.

15. This Order may be modified only with the written consent of all Parties and/or by Court order.

So Ordered:

Dated

Presiding Judge