

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

Michael Humphreys, Insurance  
Commissioner of the  
Commonwealth of Pennsylvania in  
his capacity as the Statutory  
Rehabilitator of Senior Health  
Insurance Company of  
Pennsylvania,

Plaintiff,

v.

Vanbridge, an EPIC Company;  
Vanbridge LLC (f/k/a VBR  
Holdings, LLC, f/k/a Vanbridge  
Holdings, LLC); Roebling Re Ltd.;  
Dixon Hughes Goodman, LLP;  
Golden Tree Asset Management  
LP;  
Bruckner Charitable Trust; and  
Bruckner Investment Trust.

Defendants.

No. 2 SHP 2022

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, upon  
consideration of Plaintiff's Unopposed Application for Confidentiality  
Agreement and Protective Order, it is hereby **ORDERED** that the  
Application is **GRANTED**. IT IS FURTHER **ORDERED** that the Clerk shall

enter on the docket the agreed-upon Confidentiality Agreement and Protective Order attached as Exhibit 1.

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Mary Hannah Leavitt  
President Judge Emerita

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Dixon Hughes Goodman, LLP;  
Golden Tree Asset Management  
LP;  
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Defendants.

No. 2 SHP 2022

**PLAINTIFF’S UNOPPOSED APPLICATION FOR CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE ORDER**

Plaintiff, Michael Humphreys, Insurance Commissioner of the  
Commonwealth of Pennsylvania in his capacity as the Statutory  
Rehabilitator of Senior Health Insurance Company of Pennsylvania  
("Plaintiff"), by and through his undersigned counsel and pursuant to Pa.  
R.C.P. 4012(a), hereby submits this Unopposed Application for

Confidentiality Agreement and Protective Order and in support of, avers as follows:

1. This case involves allegations of breach of contract, breach of fiduciary duty, civil conspiracy, and negligence against Defendant, Edgewood Partners Insurance Center, Inc. (“EPIC”) and other defendants.

2. Plaintiff and EPIC (collectively, the “Parties”) are currently engaged in discovery and seek to exchange documents that include, but are not limited to, confidential financial, proprietary, commercially sensitive, and/or business information.

3. The Parties have represented to this Court that they intend to move to enter a Protective Agreement and have agreed upon the terms in the Stipulated Confidentiality Agreement and Protective Order, attached hereto as Exhibit 1.

4. Pennsylvania Rule of Civil Procedure 4012(a)(9) provides, in relevant part, that upon motion by party, the Court may make any order to protect disclosure of trade secret or other confidential research, development or commercial information.

**WHEREFORE**, Plaintiff respectfully requests this Court to grant his Unopposed Application for Confidentiality Agreement and Protective Order attached hereto as Exhibit 1.

Respectfully submitted,

Date: October 27, 2023

/s/ Leslie Miller Greenspan  
Leslie Miller Greenspan, Esquire  
Tucker Law Group, LLC  
Ten Penn Center  
1801 Market Street, Suite 2500  
Philadelphia, PA 19107  
*Counsel for Plaintiff, Michael  
Humphreys, Insurance Commissioner of  
the Commonwealth of Pennsylvania as  
Statutory Rehabilitator of Senior Health  
Insurance Company of Pennsylvania*

**CERTIFICATE OF SERVICE**

I, Leslie Miller Greenspan, hereby certify that on October 27, 2023, I caused to be filed the foregoing document through the Court's PACFile system, and that notice was provided to all parties listed on the Master Service List associated with 2 SHP 2022. Original service will be effectuated in accordance with applicable Rules. In additional, I hereby certify that electronic copies of the foregoing documents will be posted on SHIP's website at: <https://www.shipltc.com/court-documents>.

Date: October 27, 2023

/s/ Leslie Miller Greenspan  
Leslie Miller Greenspan, Esquire

# **EXHIBIT 1**

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

Michael Humphreys, Insurance  
Commissioner of the Commonwealth  
of Pennsylvania in his capacity as the  
Statutory Rehabilitator of Senior  
Health Insurance Company of  
Pennsylvania,

Plaintiff,

v.

Vanbridge, an EPIC Company;  
Vanbridge LLC (f/k/a VBR Holdings,  
LLC, f/k/a Vanbridge Holdings, LLC);  
Roebing Re Ltd.; Dixon Hughes  
Goodman, LLP; Golden Tree Asset  
Management LP;  
Bruckner Charitable Trust; and  
Bruckner Investment Trust.

Defendants.

No. 2 SHP 2022

**STIPULATED CONFIDENTIALITY AGREEMENT  
AND PROTECTIVE ORDER**

Plaintiff Michael Humphreys, Insurance Commissioner of the Commonwealth of Pennsylvania in his capacity as the Statutory Rehabilitator of Senior Health Insurance Company of Pennsylvania, and Defendant Edgewood Partners Insurance Company (“Edgewood”) (each a “Party” and collectively, “the Parties”), through their undersigned counsel, hereby STIPULATE and AGREE to be bound by the terms of the following Confidentiality Agreement and Protective Order (“Protective Order”), the provisions of which shall, subject to the approval



of the Court, facilitate discovery and govern the dissemination and use of confidential, proprietary or private material produced in this action (“Action”):

1. This Protective Order is entered into pursuant to Pennsylvania Rule of Civil Procedure 4012 and shall govern the use, handling and dissemination of all information, documents, testimony or materials that are produced or made available for inspection in this Action prior to trial and designated as “Confidential” or “Confidential – Attorneys’ Eyes Only.” Any use of protected material at trial shall be governed by a separate agreement or Court order. Challenges to any designations pursuant to this Protective Order shall be governed by the terms provided herein. However, the protections conferred by this Protective Order do not cover any information that is in the public domain at the time of disclosure or becomes part of the public domain after its disclosure as a result of publication not involving a violation of this Protective Order, including becoming part of the public record through trial or otherwise.

2. The term “document” or “documents,” as used in this Protective Order, includes, without limitation, documents, electronically stored information, and tangible things as described in Rule 4009.1 of the Pennsylvania Rules of Civil Procedure.

3. Subject to Paragraph 5 below, any Party may designate information or materials produced or obtained in this Action that contain or comprise nonpublic

information as “Confidential” under this Protective Order, including, without limitation: (a) documents, exhibits, answers to interrogatories, responses to requests for admissions, deposition testimony and transcriptions (including exhibits), other testimony, and all written, recorded, graphic or electronically-stored materials (and all identical and non-identical copies thereof); (b) any copies, notes, abstracts or summaries of such information, and the information itself; and (c) any pleading, affidavit, declaration, brief, motion, transcript or other writing containing such information (collectively, “Litigation Materials”).

4. In addition, subject to Paragraph 5 below, any Party may designate any Litigation Materials as “Confidential – Attorneys’ Eyes Only” under the terms of this Protective Order if the Party believes in good faith that such Litigation Materials contain confidential information whose disclosure even under a confidentiality stipulation will result in harm or would otherwise place the Party at a disadvantage if the information became known to another Party or third parties.

5. The following Litigation Materials may be designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” under this Protective Order: (a) Litigation Materials that contain or comprise any Party’s or another person’s or entity’s confidential financial, business, or trade secret information of a commercially sensitive nature; (b) Litigation Materials containing personally identifiable information or protected health information; (c) Litigation Materials

that contain information protected by the Party's or another person's or entity's privacy rights under any applicable law; (d) Litigation Materials that contain information received in confidence from a third party; (e) insurance regulatory Litigation Materials made confidential or potentially confidential by law; and (f) Litigation Materials that contain information that any Party is required to maintain as, or otherwise keep, as confidential pursuant to a written agreement or applicable federal or state law, rule, or regulation. The Parties will avoid so designating any documents or information unless the designating party has a good faith belief that the documents or information satisfy the criteria for this heightened protection.

6. Litigation Materials designated as either "Confidential" or "Confidential – Attorneys' Eyes Only" shall be referred to herein as "Confidential Materials."

7. Producing or disclosing documents and things or making them available for inspection shall not constitute a waiver by the producing or disclosing Party of any claim or right to object on the basis of admissibility, discoverability, confidentiality, attorney-client privilege, work product protection or immunity, any regulatory privilege or immunity, any other right under any applicable law or agreement, or of the right of any Party or nonparty to oppose production of any Litigation Materials. This non-waiver provision shall apply with respect to any

such claim or right to object in any other federal, state, arbitral, administrative, or similar proceeding.

8. All Confidential Materials, the contents thereof and any information derived therefrom (including, without limitation, all deposition or pre-trial hearing testimony), shall only be used or disclosed as provided for in this Protective Order, and shall not be, either directly or indirectly, made public by any receiving person or be used for any purpose other than discovery and other trial preparation, motion practice, trial, writs, or appeals.

9. Any Party, and any nonparty producing Litigation Materials in this Action, may designate Litigation Materials, or portions thereof, prior to production as Confidential by marking them “Confidential,” or as Confidential – Attorneys’ Eyes Only by marking them “Confidential – Attorneys’ Eyes Only,” on each page that contains protected material, except that in the case of multi-page documents bound together by staple or other permanent binding, or information provided by other forms of data compilation, such as by computer disc or flash drive, the legend “Confidential” or “Confidential – Attorneys’ Eyes Only” need only be stamped on the first page of the document or on the face of any other form of data compilation in order for the entire document or other form of data compilation to be treated as Confidential or Confidential – Attorneys’ Eyes Only.

10. The failure to designate any Litigation Materials as Confidential or Confidential – Attorneys’ Eyes Only before producing them shall not waive a Party’s or nonparty’s right to later so designate such Litigation Materials. If Litigation Materials claimed to be Confidential or Confidential – Attorneys’ Eyes Only are produced without that designation, such Litigation Materials and all copies thereof shall be returned by the receiving person to the designating person for such designation within three (3) business days following the receipt of written notice requesting their return, or promptly marked Confidential or Confidential – Attorneys’ Eyes Only as requested by the designating person. The receiving person shall otherwise reasonably cooperate with the designating person to restore the confidentiality of such Litigation Material, provided however that the receiving person shall not be responsible for the disclosure or other distribution of undesignated or misdesignated material made in accordance with the terms of this Protective Order before the receipt of such notification of a claim of confidentiality (“Pre-Notification Disclosure”) and such Pre-Notification Disclosure shall not be deemed to be a violation of this Protective Order. Further, the inadvertent production of Litigation Materials (including, without limitation, testimony) claimed to be Confidential or Confidential – Attorneys’ Eyes Only without that designation shall not constitute a waiver of confidentiality.

11. Depositions or other pre-trial testimony in this Action, or any portion thereof, or any exhibits or any portion thereof, may be designated as Confidential Material: (a) by a statement on the record by counsel designating the disclosure or testimony as Confidential or Confidential – Attorneys’ Eyes Only at the time it is made or before the conclusion of the deposition or proceeding in which the testimony is given; or (b) by written notice, sent to all Parties within ten (10) business days of receipt of the transcript of the deposition or other pre-trial testimony setting forth the page, line numbers and designation. All transcripts shall be treated as Confidential - Attorneys’ Eyes Only until the expiration of the ten-day period described in this Paragraph. When a final transcript of the testimony is prepared, the court reporter shall place the following statement on the cover of any transcript containing Confidential information: “This transcript contains Confidential (and/or Confidential – Attorneys’ Eyes Only, depending on the designation by the parties) information subject to a Protective Order: pages \_\_\_\_ to \_\_\_\_ to be filed under seal.” The court reporter shall place “This testimony has been designated Confidential (and/or Confidential – Attorneys’ Eyes Only) pursuant to Court Order” on each page of the transcript containing testimony designated as Confidential or Confidential – Attorneys’ Eyes Only. No person shall be present during any portion of any deposition designated as Confidential or Confidential – Attorneys’ Eyes Only unless that person is an authorized recipient

of Litigation Materials containing such confidential information under the terms of this Protective Order. If a deposition is recorded on video, the enclosure, computer disc or flash drive shall be designated Confidential or Confidential – Attorneys’ Eyes Only consistent with the terms of Paragraph 9.

12. Any Party may object in good faith to the designation. Such objection shall be made in writing, sent to the designating person, and shall state the reasons for the objection. Those involved shall attempt in good faith to negotiate an informal resolution of the dispute. If attempts at an informal resolution of any such dispute prove unsuccessful, the objecting Party may move the Court to determine the designated status of such materials and seek relief from the provisions of this Protective Order. Any Litigation Materials the designation of which are subject to such dispute shall remain so designated by the designating person and shall be treated in accordance with such designation pending agreement or further Court order. Failure to challenge a designation shall not be construed as an admission that the information or materials were properly designated as Confidential or Confidential – Attorneys’ Eyes Only.

13. In the absence of prior written permission from the designating or producing Party or person, or Court order, Litigation Materials designated or treated as Confidential, as well as copies or extracts therefrom and the information

contained therein, may be disseminated, disclosed, given, shown, made available, or communicated to only the following:

- (a) The Court and its personnel;
- (b) Court reporters and videographers who record depositions or other testimony in this action;
- (c) Outside and in-house counsel for the Parties who are actively involved in the prosecution or defense of this Action, and their paralegal, secretarial, technical, and clerical assistants;
- (d) The Parties, including any parties that may be added to this case after entry of this Protective Order (provided, however, that any such new parties shall first execute a stipulation with all parties agreeing to be bound by this Protective Order), and any corporate Party's officers or employees who are actively assisting counsel in the prosecution or defense of this action;
- (e) Third-party consultants and independent experts to whom it is necessary that the Litigation Materials be shown for purposes of assisting counsel in this Action, but only after such persons have completed and executed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;



- (f) Witnesses at trial or in preparation for trial, or at a deposition in this Action or in preparation for such a deposition, and the counsel representing the witness in connection with trial or such a deposition, but only to the extent that, and no sooner than, the disclosing counsel determines in good faith that such disclosure is necessary for purposes of asking questions at trial or the deposition or preparing therefor, and only after such persons have completed and executed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Should the request to complete and execute Attachment A be refused or the certification otherwise not be completed and executed by the intended recipient, the Party opposing disclosure shall so advise the disclosing Party at least seven (7) days in advance of the proposed disclosure so that the disclosing Party may seek such relief as it may deem appropriate;
- (g) Any individual or entity expressly named in the particular Litigation Materials as having authored, received, or having knowledge of the information contained in the Litigation Materials, and counsel therefor;

- (h) Independent contractors engaged in one or more aspects of organizing, copying, imaging, filing, coding, converting, storing or retrieving data, documents or other information, or designing programs for handling data connected with this Action, including the performance of such duties in relation to a computerized litigation support system, provided that such contractors have policies and procedures in place prohibiting the disclosure of such data, documents, or other information to non-parties and non-court personnel;
- (i) Any other person upon the written agreement of the Party or nonparty that designated the Litigation Materials as Confidential (which agreement may, alternatively, be recorded in a deposition or other transcript), or pursuant to Court order. All such persons identified in this subparagraph shall first complete and execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound before Litigation Materials designated as Confidential are disclosed to them. The Party producing the Litigation Materials designated as Confidential shall not unreasonably withhold consent.

14. In the absence of prior written permission from the designating or producing Party or person, or Court order, Litigation Materials designated or treated as Confidential – Attorneys’ Eyes Only, copies or extracts therefrom and the information contained therein, may be disclosed, given, shown, made available, or communicated to only the following (and then only for purposes of the prosecution or defense of this Action):

- (a) The Court and its personnel;
- (b) Court reporters and videographers who record depositions or other testimony in this action;
- (c) Outside and in-house counsel for the Parties who are actively involved in the prosecution or defense of this Action, and their paralegal, secretarial, technical, and clerical assistants;
- (d) Third-party consultants and independent experts to whom it is necessary that the Litigation Materials be shown for purposes of assisting counsel in this Action, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;
- (e) Witnesses at trial or in preparation for trial, or at a deposition in this Action or in preparation for such a deposition, and the

counsel representing the witness in connection with trial or such a deposition, but only to the extent that, and no sooner than, the disclosing counsel determines in good faith that such disclosure is necessary for purposes of asking questions at trial or the deposition or preparing therefor, and only after such persons have completed and executed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Should the request be refused or the certification otherwise not be completed and executed by the intended recipient, the Party opposing disclosure shall so advise the disclosing Party at least seven (7) days in advance of the proposed disclosure so that the disclosing Party may seek such relief as it may deem appropriate;

- (f) Any individual or entity expressly named in the particular Litigation Materials as having authored, received, or having knowledge of the information contained in the Litigation Materials, and counsel therefor;
- (g) Independent contractors engaged in one or more aspects of organizing, copying, imaging, filing, coding, converting, storing or retrieving data, documents or other information, or

designing programs for handling data connected with this Action, including the performance of such duties in relation to a computerized litigation support system, provided that such contractors have policies and procedures in place prohibiting the disclosure of such data, documents, or other information to non-parties and non-court personnel;

- (h) Any other person upon the written agreement of the Party or nonparty that designated the Litigation Materials as Confidential – Attorneys’ Eyes Only (which agreement may, alternatively, be recorded in a deposition or other transcript), or pursuant to Court order. All such persons identified in this subparagraph shall complete and execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound before Litigation Materials designated as Confidential – Attorneys’ Eyes Only are disclosed to them. The Party producing the Litigation Material designated as Confidential – Attorneys’ Eyes Only shall not unreasonably withhold consent.

15. Any person to whom a Party intends to provide Confidential Materials shall be given a copy of this Protective Order before being shown any Confidential

Materials, and its provisions shall be explained to them by an attorney. Each such person, before having access to Confidential Materials, shall agree not to disclose or make use of any such material other than solely for the purpose of this Action, and shall acknowledge those obligations imposed by this Protective Order and that he or she understands the terms therein.

16. Nothing in this Protective Order shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Materials; provided, that in rendering such advice and otherwise communicating with such client, counsel shall not make any disclosure of the substance of the Confidential Materials except as otherwise allowed in this Protective Order.

17. Nothing in this Protective Order shall impose any restrictions on the use or disclosure by a Party or nonparty of its own Confidential Materials as the Party or nonparty deems appropriate.

18. By entering this Protective Order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or Party subject to this order who becomes subject to a motion to disclose another Party's or person's Confidential Materials shall promptly notify that Party or person of the motion so that the Party or person may have an

opportunity to appear and be heard on whether that information should be disclosed. If any Party receiving Confidential Materials receives a subpoena, civil investigative demand, or formal request from any governmental agency, governmental office, or other person, they shall provide a copy of such subpoena, demand, or request to the Producing Party within three (3) business days of the receipt of same. If the Producing Party files a Motion with respect to any such subpoena, demand, or request, the Receiving Party shall refrain from producing the Confidential Material until the court rules on the Motion. Thereafter, the Receiving Party shall comply with the court's order entered in connection with the Motion.

19. In the event that Confidential Materials are disclosed to someone not authorized to receive such information under this Protective Order, counsel of record for the Party making that disclosure, promptly upon learning of such disclosure, shall: (a) give notice to the designating Party or that Party's counsel and to the Producing Party (if different) or that Party's counsel; (b) describe the circumstances surrounding the unauthorized disclosure; (c) use its best efforts to retrieve all copies of the Confidential Materials; (d) inform the person or persons to whom unauthorized disclosures were made of all terms of this Protective Order; and (e) request that such person or persons execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. In the event that any person or Party should violate the terms of this Protective

Order, and the violating party does not cure such violation within 30 days of receiving notice of such violation by the other party, the aggrieved Producing Party may apply to the Court for relief against any such person or Party violating any of the terms of this Protective Order. In the event that the aggrieved Producing Party seeks injunctive relief, it must apply to or move before the Court issuing this Order. The Parties and any other person subject to the terms of this Protective Order agree that this Court shall retain jurisdiction over it and them for the purpose of enforcing this Protective Order.

20. This Order does not prevent any Party from seeking to seal trial transcripts and/or trial exhibits, including documents previously filed under seal, or from seeking any other similar relief pursuant to the Pennsylvania Rules of Civil Procedure. If any Confidential Materials are quoted, attached to, or substantially paraphrased in any pleading, motion, memorandum, appendix, or other judicial filing, then the pleading, motion, memorandum, appendix, or other judicial filing shall be submitted in its entirety under seal, unless the Confidential Materials can be redacted. Any Party seeking to file Confidential Materials with the Court must contact the Producing Party seven (7) days prior to such filing to: (a) provide the Producing Party with notice that it seeks to file Confidential Materials with the Court; and (b) meet and confer in good faith to determine whether a redacted version of the Confidential Materials can be filed with the Court. If the filing party



does not contact the Producing Party seven (7) days prior to the filing, the filing Party nevertheless must contact the Producing Party as soon as practical. If no agreement is reached for the filing of a redacted version, the Party seeking to file such Confidential Materials shall file such material **under seal** in accordance with the Pennsylvania Rules of Civil Procedure. The Parties shall work together in good faith to coordinate the filing of all motions and material covered by this Paragraph to permit compliance with all applicable Rules and this Order.

21. Before use or disclosure of any Confidential Materials in a hearing or other courtroom proceeding, the Party or nonparty who seeks to use or disclose the material shall, to the extent reasonably practicable, provide reasonable notice to the designating person, to give the designating person an opportunity to request that the Court take appropriate action. However, the Party or nonparty need not do so with respect to any Confidential Materials that have been included in the briefing or other papers for the matter to which the hearing or other courtroom proceeding pertains.

22. Unless otherwise ordered by this Court, the limitations on the use and disclosure of Confidential Materials shall survive the termination of this Action. The Court will retain jurisdiction to enforce the terms of this Protective Order after termination of this Action, and any Party or nonparty that has produced Confidential Materials shall have standing to enforce the Protective Order.

23. Any Producing Party may redact from the documents and things it produced any information, or text, or other matter that the Producing Party claims is subject to attorney client privilege, work product immunity, or any other privilege or protection against disclosure under applicable statutory or common law. The Producing Party shall mark each thing where matter has been redacted with a legend stating, "REDACTED" or a comparable notice. Where a document consists of more than one page, each page on which information has been redacted shall indicate where the redaction was made. The Producing Party shall preserve an unredacted version of each such document and will produce a privilege log for any documents subject to the attorney client privilege, work product immunity, or any other privilege or protection against disclosure under applicable statutory or common law, as required under any Case Management Orders issued in this case, stating the nature of the material redacted and the basis for redaction no later than twenty-one (21) days following the production of the document(s) containing redacted material. The privilege log is to be produced in electronic and searchable format. This paragraph shall not limit any parties from arguing that the asserted privilege or protection against disclosure is not recognized under applicable law or does not apply.

24. If Litigation Materials that are subject to a claim of attorney-client privilege, attorney work product, or any other applicable privilege or immunity or

grounds on which production of that information should not be made to any Party (“Inadvertent Production Material”) are inadvertently produced, such inadvertent production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, work product or other applicable privilege or immunity. If a claim of inadvertent production is made pursuant to this Protective Order, the Party possessing the Inadvertent Production Material shall: (a) refrain from any further examination or disclosure of the claimed Inadvertent Production Material; (b) if requested, promptly make a good-faith effort to return the claimed Inadvertent Production Material and all copies thereof (including summaries and excerpts) to counsel for the Producing Party, or destroy all such claimed Inadvertent Production Material (including summaries and excerpts) and all copies thereof, and certify in writing to that fact; and (c) not use the Inadvertent Production Material for any purpose until further Court order. Either Party may, in good faith, challenge the claim of inadvertent production by meeting and conferring with the Party who claims inadvertent production. If destruction or return of Inadvertent Production Material under this Paragraph is not reasonably possible, then the Receiving Party shall take reasonable steps to terminate any access to the contents of Inadvertent Production Material. A Party claiming inadvertent production pursuant to this Protective Order may move the Court for an order compelling production of the claimed Inadvertent Production

Material. While such a motion is pending, the Litigation Materials-in-question shall be treated as Inadvertent Production Material, and such motion may not assert as a ground for entering such an order the fact or circumstance of the inadvertent production, nor shall such motion include or otherwise disclose, as an attachment, exhibit, or otherwise, the Inadvertent Production Material (or any portion thereof) that is the subject of such motion.

25. This Protective Order shall not be construed as waiving any right to assert a claim of privilege, relevance, overbreadth, undue burden, or other grounds for not producing material called for, and access to such material shall be only as otherwise provided by the discovery rules and other applicable laws.

26. Within sixty (60) days after receiving notice of the entry of an order, judgment, or decree finally disposing of this Action, or any other proceeding in which Confidential Materials are permitted to be used, including the exhaustion of all possible appeals, all persons having received Confidential Materials shall make a good-faith and reasonable effort to (a) return such material and all copies thereof (including summaries, excerpts, and derivative works) to counsel for the producing Party or (b) destroy all such Confidential Materials and certify to that fact in writing to counsel for the Producing Party. Counsel for the Parties who has retained any of the qualified individuals identified in Paragraph 13(e), (h) and (i), or Paragraph 14(d) and (g), shall have the responsibility for ensuring their

compliance with same. Counsel for the Parties shall be entitled to retain court papers, deposition and trial transcripts, and litigation files (including attorney-client communications and work product) derived from or that contains or references Confidential Materials, provided that such counsel, and employees of such counsel, shall maintain the confidentiality thereof pursuant to the terms of this Protective Order, and shall not disclose such court papers, depositions and trial transcripts, and litigation files (including attorney-client communications and work product) to any person except pursuant to a court order or agreement by the Producing Party or except as otherwise required by law. Notwithstanding the foregoing, to the extent that a Party is required to retain any Confidential Materials as required by insurers, to comply with federal, state or local regulators, or as otherwise required by law or the Party's internal policies, such material may be retained provided it will continue to be treated as confidential consistent with the terms provided herein. If Confidential Materials are embedded in electronically-maintained material or otherwise such that its destruction or return is not reasonably possible, then reasonable steps shall be taken to maintain the confidentiality of such Confidential Materials.

27. The Parties agree that Confidential Material produced in this Action shall not solely by reason of their production in this action be used, produced, or be admissible, in whole or in part, in any other legal or administrative proceedings.

28. The Parties agree to be bound by the terms of this Protective Order prior to its approval by the Court. In the event the Court does not enter this Protective Order, the Parties agree that they shall nevertheless be bound to the terms of the Protective Order as if it had been so entered.

29. Nothing herein shall preclude any Party from applying to this Court for an order modifying this Protective Order, or shall otherwise preclude any modification of this Protective Order by this Court.

IT IS SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2023.

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ATTACHMENT A

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Michael Humphreys, Insurance  
Commissioner of the Commonwealth  
of Pennsylvania in his capacity as the  
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Goodman, LLP; Golden Tree Asset  
Management LP;  
Bruckner Charitable Trust; and  
Bruckner Investment Trust.

Defendants.

No. 2 SHP 2022

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ being duly sworn, declare as follows:

(a) My address is \_\_\_\_\_.

(b) My present employer is \_\_\_\_\_.

(c) My present occupation or job description is \_\_\_\_\_.

\_\_\_\_\_.

(d) I hereby acknowledge that I have read the Protective Order dated \_\_\_\_\_ in the above-captioned action and attached hereto, understand the terms thereof; and agree to be bound by and otherwise comply with its terms.

(e) I have received documents, information, or materials that have been or may be designated Confidential pursuant to the Protective Order.

(f) I hereby submit to the jurisdiction of the Commonwealth of Pennsylvania in matters relating to the Protective Order, including, without limitation, for purposes of its enforcement.

(g) I understand that the terms of the Protective Order obligate me to use documents designated as either “Confidential” or “Confidential – Attorneys’ Eyes Only” in accordance with the Protective Order solely for the purposes of the above-captioned action, and not to disclose any such documents or information derived directly therefrom to any other person, firm or concern.

(h) I acknowledge that if I fail to fully comply with the Protective Order, I may be held in contempt of court, and may also be subject to injunctions or other court orders.



I declare under the penalty of perjury under the laws of the United States and the Commonwealth of Pennsylvania that the foregoing is true and correct, and that this Declaration was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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[NAME]

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[DATE]