

**UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF ILLINOIS
 EASTERN DIVISION**

)	
)	
In re:)	Chapter 11
)	
EDISON MISSION ENERGY, et al., ¹)	Case No. 12-49219 (JPC)
)	
Debtors.)	(Jointly Administered)
)	
)	

STIPULATED PROTECTIVE ORDER

Subject to the approval of this Court, and pursuant to Federal Bankruptcy Rule 7026 and Federal Rule of Civil Procedure 26(c), the EME Reorganization Trust (the “Reorganization Trust”), as successor in interest to Edison Mission Energy (“EME”) and General Electric Railcar Services Corporation (“GE Rail” together with the Reorganization Trust, the “Parties”) agree as follows:

1. **Confidential Information**: This Order governs the handling of “Confidential Information” (which includes both “Confidential Information” and “Highly Confidential Information” as defined below), and applies to all products of discovery and all information derived therefrom, including, but not limited to, documents, depositions, deposition exhibits, interrogatory answers, responses to requests for admission, and any other discovery authorized

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Finance Co. (9202); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); EME Homer City Generation L.P. (6938); Homer City Property Holdings, Inc. (1685); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, L.L.C (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

by the Federal Bankruptcy Rules or the Federal Rules of Civil Procedure produced by the Parties in the above-captioned matter.

2. **Use of Confidential Information**: Confidential Information shall be used only in relation to the resolution of the claim objection filed by the Reorganization Trust to the rejection damages claim asserted by GE Rail, , including appeals (the "Matter"). All persons given access to Confidential Information shall (a) read and agree to be bound by this Order, and (b) consent to this Court's continuing jurisdiction for purposes of enforcing and remedying any violations of the Order.

3. **"Confidential Information"**

(a) "Confidential Information" as used herein means any information that the Parties believe in good faith constitutes, reflects, discloses, or contains information subject to protection under Fed. R. Civ. P. 26(c) or other applicable law, whether it is a document (electronic or otherwise), information contained in a document, information revealed during a deposition or testimony, information revealed in an interrogatory response, or information otherwise revealed. "Confidential Information" includes any and all materials designated as "Confidential" or "Highly Confidential" under this Order.

(b) For purposes of this Order, the Parties may designate Confidential Information produced in this Matter as "Confidential" or "Highly Confidential" based on a belief that such materials are entitled to protection under Federal Rule of Civil Procedure 26(e) or other applicable law.

(i) The Parties may designate any nonpublic information as "Confidential" if they have a good faith belief that the material is used in or pertains to business and would not normally be revealed to another or would be

revealed to another only in confidence, including information received in confidence from third parties, or contains legally protectable personal information.

(ii) The Parties may designate as “**Highly Confidential**” any nonpublic information the Parties have a good faith reason to believe is considered to be highly sensitive, including, but not limited to, material that contains trade secrets, or competitively sensitive technical, marketing, financial, sales, or other business information.

(c) The terms of this Order shall in no way affect the Parties’ right to withhold or redact information on grounds of immunity from discovery (such as attorney/client privilege, work product, or privacy grounds) or to withhold or redact information on grounds that such information is not relevant or reasonably calculated to lead to the discovery of admissible evidence. Upon request, the reasons for such withholding or redaction shall be provided.

4. Designation of Confidential Information

(a) Any material, whether or not filed with the Court, that contains Confidential Information for which the Parties seek protection under this Order shall be designated as “Confidential” or “Highly Confidential” as follows:

(i) Documents or other tangible material will, at the time of their production, be designated by stamping or labeling “Confidential” or “Highly Confidential” on each page containing any Confidential Information.

(ii) Deposition testimony shall be designated “Confidential” or “Highly Confidential” (A) at the taking of the deposition, by a statement on the record by counsel at the time of such disclosure, or (B) by written notice sent to

the court reporter and counsel of record for Debtors within three (3) business days after the Parties receive a copy of the final transcript, in each case identifying the specific pages designated as “Confidential” or “Highly Confidential” by page and line numbers. The court reporter will indicate the portions designated as containing Confidential Information and segregate them as appropriate. Confidentiality designations of transcripts will apply to audio, video, or other recordings of the testimony. In order to protect the confidential status of any deposition testimony while the Parties are conducting their review of the same, no deposition testimony shall be shared with, or disseminated to, any non-Party until at least four (4) business days after the Parties receive a copy of the final transcript.

(b) Inadvertent failure to designate material as “Confidential” or “Highly Confidential” does not constitute a waiver and may be corrected by supplemental written notice. If Debtors receive such supplemental written notice, they will then mark and treat materials as “Confidential” or “Highly Confidential” and those materials will be fully subject to this Order as if they had been initially designated.

5. Permissible Disclosure of Materials

(a) Any material designated “Highly Confidential” and any information derived therefrom, may be disclosed only to the following people (i) the Court, Court staff, and any essential personnel retained by the Court (including Special Masters and their staffs) and witnesses at trial; (ii) stenographic employees and court reporters recording or transcribing testimony in this proceeding; (iii) any mediator retained by the Parties or appointed by the Court, and employees of such mediator who are assisting in the conduct of the mediation; (iv) counsel

who are actively involved in the Matter, as well as their partners and associates, paralegals, secretarial staff, clerical, and other regular or temporary employees and service vendors of such counsel (including contract attorneys, outside copying and litigation support services, such as translators and interpreters) providing services in conjunction with this Matter; (v) in-house legal advisors who are actively involved in the prosecution of this Matter; (vi) testifying and consulting experts employed or formally retained in this Matter; (vii) the author(s) or prior recipient(s) of a document containing Highly Confidential information, provided it is established in the document or by agreement of the parties or otherwise that the person is an author or prior recipient of the document; and (viii) any other person only upon order of the Court or upon written agreement of the Parties or their counsel.

(b) Any material designated as “Confidential,” and any information derived therefrom, may be disclosed only to the following persons: (i) persons identified in paragraph 5(a) herein as authorized to view “Highly Confidential” information; and (ii) persons noticed for depositions or designated as trial witnesses and their attorneys, to the extent reasonably necessary in preparing to testify, and no Party shall electronically file any material designated as “Confidential” or “Highly Confidential” on the electronic-docket for the above-captioned case without first receiving either: (i) written consent of all Parties; or (ii) an order from the Bankruptcy Court authorizing the filing.

(c) Nothing in this Order prevents or restricts counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of documents stamped “Confidential” or “Highly Confidential.”

(d) The Parties, their respective counsel, and others bound by this Order will take all steps necessary to prevent the disclosure of Confidential Information other than in accordance with the terms of this Order.

6. **Inadvertent Disclosures**: The inadvertent production of any materials that would be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine or any other applicable privilege or doctrine will not constitute a waiver of the applicable privilege or doctrine. If any such materials are inadvertently produced, the Parties agree that they will promptly return the materials in its possession, delete any versions of the materials on any database it maintains and make no use of the information contained in the materials.

7. **Confidential Information Offered as Evidence at Trial**: The manner in which Confidential Information will be handled at trial shall be determined by the Court conducting the trial.

8. **Subpoena by Other Courts or Agencies**: If another court or an administrative agency subpoenas or otherwise orders production of Confidential Information under the terms of this Order, the person to whom the subpoena or other process is directed will immediately notify all Parties and provide the Parties any and all information it requests concerning the subpoena or other process. Absent legal mandate, Confidential Information shall not be produced prior to the receipt of written notice by the Parties and after a reasonable opportunity to object has been offered.

9. **Return or Certified Destruction of Confidential Information**: The provisions of this Order will not terminate at the conclusion of this Matter. Within ninety (90) days after conclusion of the Matter, including any appeals related thereto, or such other time as the Parties may agree in writing, counsel will, at their option, return or destroy Confidential Information and

all copies containing such information. Outside counsel, however, will not be required to return or destroy any pretrial or trial records that are regularly maintained by that counsel in the ordinary course of business and may retain one copy or sample of all Confidential Information; such records will continue to be maintained as Confidential Information in conformity with this Order. Additionally, counsel may retain the privileged communications, work product, signed copies of the Endorsement pursuant to paragraph 2, and all Court-filed documents even if they contain Confidential Information. All such documents will remain confidential subject to the terms of this Order.

10. **Unauthorized Disclosure of Confidential Information:** If any person subject to this Protective Order becomes aware that he or any other person has, either intentionally or inadvertently, disclosed Confidential Information to someone not authorized to receive such material under this Order, that person shall immediately inform the Parties' counsel of record about the unauthorized disclosure, and also shall use his or her best efforts to obtain the return of all improperly disseminated copies of the Confidential Information and to prevent any further improper dissemination of the same. Disclosure of Confidential Information other than in accordance with this Order may subject the disclosing party or person to sanctions and remedies as the Court may deem appropriate.

11. **Responsibility of Attorney re Copies:** The attorneys of record are responsible for employing reasonable measures to control and track access to and distribution of Confidential Information, including abstracts and summaries.

12. **Miscellaneous:** Nothing in this Order prevents the Parties from using their own documents and information in any way they see fit. Any such use or discussion of Confidential Information shall not be deemed a waiver of the terms of this protective order.

13. **Stipulation:** This stipulation may be signed by the parties in counterpart.

Dated: May 4, 2015

By: _____

James Savin (admitted pro hac vice)
Kevin M. Eide (admitted *pro hac vice*)
AKIN GUMP STRAUSS HAUER & FELD LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036-1564
(202) 887-4000 (Telephone)
(202) 887-4288 (Facsimile)

and

Marty L. Brimmage, Jr. (admitted *pro hac vice*)
Lacy M. Lawrence (admitted *pro hac vice*)
AKIN GUMP STRAUSS HAUER & FELD LLP
1700 Pacific Avenue
Suite 4100
Dallas, TX 75201
(214) 969-2800 (Telephone)
(214) 969-4343 (Facsimile)

and

David M. Neff
Brian Audette
PERKINS COIE LLP
131 South Dearborn Street, Suite 1700
Chicago, IL 60603-5559
(312) 324-8400 (Telephone)
(312) 324-9400 (Facsimile)

Co-Counsel to the EME Reorganization Trust

By: /s/ Ann E. Pille
Alexander Terras (IL Bar No. 2810700)
Anne E. Pille (IL Bar No. 6283758)
Reed Smith LLP
10 S. Wacker Drive, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 207-1000
Facsimile: (312) 207-6400

Counsel to General Electric Railcar Services Corporation

13. **Stipulation**: This stipulation may be signed by the parties in counterpart.

Dated: May 5, 2015

By: /s/ Marty L. Brimmage, Jr.
James Savin (admitted *pro hac vice*)
Kevin M. Eide (admitted *pro hac vice*)
AKIN GUMP STRAUSS HAUER & FELD LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036-1564
(202) 887-4000 (Telephone)
(202) 887-4288 (Facsimile)

and

Marty L. Brimmage, Jr. (admitted *pro hac vice*)
Lacy M. Lawrence (admitted *pro hac vice*)
AKIN GUMP STRAUSS HAUER & FELD LLP
1700 Pacific Avenue
Suite 4100
Dallas, TX 75201
(214) 969-2800 (Telephone)
(214) 969-4343 (Facsimile)

and

David M. Neff
Brian Audette
PERKINS COIE LLP
131 South Dearborn Street, Suite 1700
Chicago, IL 60603-5559
(312) 324-8400 (Telephone)
(312) 324-9400 (Facsimile)

Co-Counsel to the EME Reorganization Trust

By: _____
Alexander Terras (IL Bar No. 2810700)
Anne E. Pille (IL Bar No. 6283758)
Reed Smith LLP
10 S. Wacker Drive, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 207-1000
Facsimile: (312) 207-6400

Counsel to General Electric Railcar Services Corporation

* * *

IT IS SO ORDERED.

DATED: JUN 18 2015



THE HONORABLE JACQUELINE R. COX



EXHIBIT A
ENDORSEMENT OF PROTECTIVE ORDER

The undersigned hereby certified that he/she has received a copy of the Stipulated Protective Order (the "Protective Order") in the above-captioned case, that he/she has read the Protective Order and agrees to be bound by all of the provisions thereof, and agrees to submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of Illinois for the enforcement thereof.

Dated: _____

Name: _____

Signed: _____