

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

LORI CHAVEZ-DEREMER,  
SECRETARY OF LABOR, U.S.  
DEPARTMENT OF LABOR,

Plaintiff,

v.

SUFFOLK ADMINISTRATIVE  
SERVICES, LLC; PROVIDENCE  
INSURANCE CO., I.I.;  
ALEXANDER RENFRO; WILLIAM  
BRYAN; ARJAN ZIEGER,

Defendants.

Civil Action No. 3:24-CV-01512 (CVR)

**STIPULATED  
PROTECTIVE ORDER**

One or more of the parties in this matter, *Chavez-DeRemer v. Suffolk Administrative Services, LLC, et al.*, Civil Action No. 3:24-CV-01512 (CVR) (“Action”) anticipates the production of documents or information that at least one party considers to be, or to contain, confidential, proprietary, trade secret, or commercially or personally sensitive information, and that may be appropriately subject to protection under Federal Rule of Civil Procedure 26(c)(1).

The parties agree that good cause exists to protect the confidential nature of the information contained in certain documents, interrogatory responses, responses to requests for admission, or deposition testimony. The parties agree that the entry of this Stipulated Protective Order (“Protective Order”) is warranted to protect against disclosure of such documents and information.

Based upon the above stipulation of the parties, and the Court being duly advised, IT IS HEREBY ORDERED as follows:

1. The restrictions and limitations contained in this Protective Order shall apply to documents (meaning all writings, as well as all other means by which information is recorded or stored, including electronic or computerized records, and picture, video or audio recordings), deposition testimony, interrogatory responses, admissions, things and any information otherwise produced, including all copies, excerpts and summaries thereof, obtained or disclosed in discovery, pretrial proceedings, trial and/or post-trial proceedings in this Action, that are properly designated “Confidential” under the terms of this Protective Order.

2. This Order shall apply to all parties, all counsel and any subsequently named parties in this Action and their counsel. This Order shall also apply to all parties and counsel in any action that may be consolidated herewith. This Order shall also apply to any non-party witnesses, either for deposition, trial or subpoena, to the extent they receive or produce information or documents designated as “Confidential” under this Protective Order.

3. For purposes of this Protective Order, a “Designating Party” shall mean (a) any party who produces information or material in the Action (“Producing Party”); (b) any party whose information or materials are produced by a party in the Action; or (c) any non-party who produces or discloses confidential, proprietary, trade secret, or commercially or personally sensitive information in the Action, who designates information or material “Confidential” pursuant to this Protective Order. The term “Receiving Party” shall mean any person to whom information or materials are produced or disclosed in the Action.

4. Use of any information or documents labeled “Confidential” and subject to this Protective Order, including all information derived therefrom, shall be restricted solely to the litigation of this Action and any related appellate proceeding and shall not be used by any party for any other purpose, including without limitation, any commercial or

business purpose, absent the prior written consent of the Designating Party or leave of the Court, subject to the exceptions described in paragraph 19. This Protective Order, however, does not restrict the disclosure or use of any information or documents lawfully obtained by any party through means or sources outside of this litigation, or a party's use of its own information or materials.

5. The parties acknowledge that this Protective Order does not confer blanket protections on all disclosures during discovery or in the course of making initial or supplemental disclosures under Rule 26(a). Designations under this Protective Order shall be made with care and shall not be made absent a good faith belief that the designated material satisfies the criteria set forth below. The Designating Party shall consider whether appropriate redactions can address the need for confidentiality in lieu of designating a document as confidential. If it comes to the attention of the Designating Party that designated material does not qualify for protection at all or does not qualify for the level of protection initially asserted, the Designating Party must promptly notify all other parties that it is withdrawing or changing the designation.

6. Prior to the commencement of this litigation, the Department of Labor ("Department"), pursuant to section 504 of ERISA, 29 U.S.C. § 1134, conducted an investigation of Defendants for their actions detailed in the Complaint. During the course of the investigation, the Department's investigators received documents from Defendants, as well as third parties that may include Defendants' agents, vendors, or representatives ("Investigation Documents"). Some of the documents received during the investigation were marked with designations such as "Confidential" or "Confidential – Subject to FOIA Exemption" by the producing entity and should be treated as "Confidential" by the parties when the Department produces them in discovery. However, the Department makes no representation as to whether any Investigation Documents have been properly designated

as Confidential pursuant to the terms of this Protective Order, and the responsibility for defending any challenges to Confidential designations remains with the entity that produced the material during the investigation. To the extent any materials produced in connection with the Department's investigation are "Confidential" but were not so marked, a party may designate the materials as "Confidential" in accordance with paragraph 7 of this Protective Order.

7. The parties, and third parties subpoenaed by one of the parties, may designate as "Confidential" documents, testimony, written responses, or other materials produced in this Action if the Designating Party has a good faith basis for asserting that they contain information that is confidential, proprietary, trade secret, or commercially or personally sensitive, or otherwise appropriately subject to protection under Federal Rule of Civil Procedure 26(c)(1).

(a) To the extent that the designation is by the Producing Party, it shall designate each page of the document with a stamp identifying it as "Confidential." If a non-producing party wishes to designate a document as "Confidential," the non-producing Designating Party shall designate each page of the document with a stamp identifying it as "Confidential" and shall reproduce it to all parties to the Action, maintaining the same Bates numbers. With respect to deposition testimony, within thirty (30) days after receipt of the final transcript of the deposition of any party or witness in this case, a party or the witness may designate as "Confidential" any portion of the transcript that the party or witness contends discloses information that meets the definition of "Confidential" in this Protective Order. Unless otherwise agreed, all depositions shall be treated as "Confidential" until the expiration of the thirty-day period as referenced in this paragraph.

(b) If a party seeks to file portions of documents or other materials deemed "Confidential," or any papers containing or making reference to confidential portions of

such materials with the Court, the party seeking to file the “Confidential” materials shall first seek leave of Court to file them as sealed or restricted in accordance with the procedures outlined in District of Puerto Rico Standing Order 9 (dated January 30, 2013), as amended by Standing Order 11 (dated September 24, 2025), or whatever orders and procedures for sealed or restricted filing are in effect at the time the party seeks leave to file. The parties acknowledge that this Protective Order may not entitle them to permanently seal all documents or information marked “Confidential” filed with the Court.

(c) If the Designating Party is filing with the Court documents or information that it marked “Confidential,” it shall file a motion to seal that sets forth the specific facts necessary to justify the sealing of the documents or information. If a non-designating party is filing with the Court documents or information marked “Confidential” by another party, the non-designating party shall file a motion to seal explaining that it is not the party that designated the documents or information as “Confidential” and requesting that the documents or information designated “Confidential” by another party be filed under seal temporarily to give the Designating Party time to set forth specific facts to justify filing the documents under seal. The non-designating party will concurrently serve any such motion on the Designating Party via electronic mail, as well as first class mail if the parties have not agreed to electronic service. The documents shall remain under seal until such a time as the Court issues a ruling.

8. Use of any information, documents, or portions of documents marked “Confidential,” including all information derived therefrom, shall be restricted solely to the following persons, who agree to be bound by the terms of this Protective Order, unless additional persons are added by the stipulation of counsel or authorized by the Court:

- a. Outside counsel of record for the parties, and the lawyers, paralegals, and administrative staff of outside counsel’s law firms.

- b. In-house counsel for the parties, and the administrative staff for each in-house counsel.
- c. (i) As to Defendants: Any party to this action who is an individual, and every employee, director, officer, or manager of any party to this action who is not an individual, but only to the extent necessary to further the interest of the parties in this litigation. (ii) As to the Secretary: Every employee and contractor of the Department, but only to the extent necessary to further the interests of the Secretary in this litigation or the Department's authorities described in paragraph 19, and any party authorized to receive information from the Department pursuant to paragraph 19.
- d. Independent consultants or expert witnesses (including partners, associates, and employees of the firm which employs such consultant or expert) retained by a party or its attorneys for purposes of this litigation, but only to the extent necessary to further the interest of the parties in this litigation.
- e. The Court and its personnel, including, but not limited to, stenographic reporters regularly employed by the Court and stenographic reporters not regularly employed by the Court who are engaged by the Court or the parties during the litigation of this action.
- f. The authors and the original recipients of the documents.
- g. Any court reporter or videographer reporting a deposition.
- h. Employees of copy services, microfilming or database services, trial support firms, and/or translators who are engaged by the parties during the litigation of this action.
- i. Any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order.
- j. Any fact witness in preparation for that witness's

deposition or trial testimony or in the deposition or trial in this matter to whom disclosure is reasonably necessary.

- k. Any other person with the prior written consent of the designating party.

9. Prior to being shown any documents produced by another party marked “Confidential,” any person listed under paragraphs 8(d), 8(i), 8(j), and 8(k) shall agree to be bound by the terms of this Order by signing the agreement attached as Exhibit A.

10. The Parties continue to discuss the handling of information and materials that they may view as more sensitive than a “Confidential” designation. To the extent necessary, the Parties will address those issues with the Court should the Parties not be able to agree on the handling of such information and materials.

11. With the exception of any party authorized to receive information from the Department pursuant to paragraph 19, in the event any party, or any non-party who becomes involved in the Action as a witness or otherwise, receives “Confidential” information, is (i) subpoenaed in another action, (ii) served with a demand in another action to which it is a party, or (iii) served with any other legal process by one not a party to this Action, seeking “Confidential” material, that person shall give prompt written notice of such to the Producing Party and its attorneys (and to the Designating Party and its attorneys, if the Designating Party was not the Producing Party). Should the person seeking access to the “Confidential” material take action to enforce such subpoena, demand or other legal process, the party against whom such action is taken shall respond by setting forth the existence of this Protective Order. Nothing herein shall be construed as requiring any party to challenge or appeal any order requiring production of “Confidential” information covered by this Protective Order, or to subject itself to any penalties for noncompliance with any order enforcing such a subpoena, demand or other legal process.

12. Whenever information designated as “Confidential” pursuant to this Protective Order is to be discussed by a party or disclosed in a deposition proceeding, the Designating Party may exclude from the room any person, other than persons designated in paragraph 8, as appropriate, for that portion of the deposition.

13. Notwithstanding the above, the Court shall determine a party’s right to use documents or information marked “Confidential” at a hearing, trial, or other proceeding in this Action. The Court may also require the redaction of personal identifiers of confidential information before use at a hearing, trial, or other proceeding in this Action. The designation of “Confidential” shall not affect the Court’s determination as to whether the material shall be received into evidence; nor shall such designation constitute the authentication of such material or a waiver of any right to challenge the relevance, confidentiality, or admissibility of such material. This Protective Order shall not govern the admission of evidence at trial in open court. Should a Designating Party believe that documents, materials, or information designated as “Confidential” should not be used in open court during trial, the Designating Party will have the burden to seek such protections from the Court prior to trial.

14. Each party reserves the right to dispute the “Confidential” status of documents or information claimed by any other party or subpoenaed party in accordance with this Protective Order. If a party believes that any documents or materials have been inappropriately designated as “Confidential” by another party or subpoenaed party, that party shall confer in good faith with counsel for the Designating Party. As part of that conferral, the Designating Party must assess whether redaction is a viable alternative to a confidential designation. If the parties are unable to resolve the matter informally, the Designating Party shall file an appropriate motion before the Court requesting that the Court determine whether the Protective Order covers the document in dispute. The

Designating Party bears the burden of establishing good cause for why the document should not be disclosed. A party who disagrees with another party's designation must nevertheless abide by that designation until the matter is resolved by agreement of the parties or by order of the Court. A party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

15. The inadvertent failure to designate a document, testimony, or other material as "Confidential" prior to disclosure shall not operate as a waiver of the party's right to later designate the document, testimony, or other material as "Confidential" or limit in any way a party's ability to recall or "claw back" privileged materials that may have been inadvertently disclosed. Promptly after receiving notice from the Designating Party of the confidentiality claim, the non-designating party or its counsel shall inform the Designating Party of all pertinent facts relating to the prior disclosure of the newly designated documents or materials and shall make reasonable efforts to retrieve such documents and materials and to prevent further disclosure, except the Department will not be obligated to take these steps if the Department has made a prior disclosure consistent with paragraph 19.

16. If a party, through inadvertence, produces or provides discovery which it believes is subject to a claim of attorney-client privilege or work product protection and/or other legal privilege protecting information from discovery, it shall not constitute a waiver of the privilege or protection. In the event that any party receives information produced in discovery that reasonably appears to be inadvertently produced documents subject to a claim of attorney-client privilege or work product protection and/or other legal privilege protecting information from discovery, the Receiving Party shall promptly notify the Producing Party or non-party that produced such material in writing of the apparent

inadvertent production, and the parties will follow the general procedure set forth in Rule 26(b)(5) of the Federal Rules of Civil Procedure, subject to the following:

(a) If the Receiving Party moves the Court to dispute the claim of privilege or protection from disclosure, the Receiving Party shall not assert the fact or circumstances of the inadvertent production to challenge whether the material is, in fact, privileged or protected from disclosure. Likewise, as part of any such motion, the Receiving Party shall not challenge the “reasonable steps” taken, or not taken, by the Producing Party. If the Receiving Party receives a notification and does not challenge the privilege designation or unsuccessfully challenges the privilege designation, the Receiving Party may not use or disclose that information for any purpose unless the information is available from a non-privileged source that is not subject to this Protective Order.

17. Designation by either party of information or documents as “Confidential,” or failure to so designate, will not constitute an admission that information or documents are or are not confidential or trade secrets. Neither party may introduce into evidence in the litigation, other than a motion to seal or a motion to determine whether the Protective Order covers the information or documents in dispute, the fact that the other party designated or failed to designate information or documents as “Confidential.”

18. Upon the request of the Designating Party, within 60 days after the entry of a final judgment no longer subject to appeal on the merits of this case, or the execution of any agreement between the parties to resolve and settle this case, the parties, and any person authorized by this Protective Order to receive Confidential information, shall return to the Designating Party or third party, or destroy, all information and documents subject to this Protective Order, subject to compliance with any applicable policy, regulation, or law, including, but not limited to, the Freedom of Information Act and Federal Records Act. Any party authorized to receive information from the Department pursuant to paragraph

19 shall not be required to return or destroy information and documents received, even after the entry of final judgment. Returned materials shall be delivered in sealed envelopes marked “Confidential” to respective counsel. The party requesting the return of materials shall pay the reasonable costs of responding to its request. Notwithstanding the foregoing, counsel for a party may retain archival copies of Confidential documents including any copies which contain work-product.

19. Notwithstanding any provisions of this Protective Order to the contrary, the parties recognize and acknowledge that the Department (a) may disclose to other state or federal governmental agencies, both civil and criminal, any material within its possession including any documents or information designated as “Confidential” under this Protective Order, in which case the Department agrees to provide a copy of this Protective Order to any agency receiving material covered by this Protective Order; (b) may be subject to requests calling for the disclosure of material designated as “Confidential” covered by the Protective Order pursuant to the Freedom of Information Act and on other bases, in which case the Department will provide reasonable notice of any such request in writing to the Designating Party or non-party who produced such material in order to give the party or non-party an opportunity to object in writing to the Department’s disclosure of such material; and (c) will not destroy or return documents or information designated as “Confidential” or provided to the Department to the extent that returning or destroying such material would violate any applicable policy, regulation, or law, including, but not limited to, the Freedom of Information Act and Federal Records Act.

20. This Protective Order shall not constitute a waiver of any party’s or non-party’s right to oppose any discovery request or object to the admissibility of any document, testimony, or other information.

21. Nothing in this Protective Order shall prejudice any party from seeking

amendments to expand or restrict the rights of access to, and use of, Confidential information, or other modifications, subject to order by the Court.

22. Nothing in this Protective Order is intended to, or shall be construed to, limit or affect any other obligation with respect to the confidentiality of information, contractual or otherwise.

23. Nothing in this Order shall be construed to preclude a party from using its own “Confidential” material for any business or other purpose whatsoever, or from disclosing such material to its employees or otherwise as it chooses.

24. The final determination or settlement of this Action shall not release any person who has received “Confidential” information from the obligations imposed by this Protective Order. This Protective Order shall continue to be binding upon all parties and other persons subject to this Protective Order throughout this Action, unless otherwise ordered by the Court. The Court shall retain jurisdiction of this matter following its conclusion for the limited purpose of enforcing the provisions of this Protective Order.

So stipulated:

**Attorneys for Defendants**

**HALLETT & PERRIN, P.C.**

/s/ Edward P. Perrin, Jr.

Edward P. Perrin, Jr. (*Pro Hac Vice*)

Texas Bar No. 15796700

eperrin@hallettperrin.com

James N. Henry (*Pro Hac Vice*)

Texas Bar No. 00793936

jhenry@hallettperrin.com

Hallett & Perrin, P.C.

1445 Ross Ave., Suite 2400

Dallas, Texas 75202

Tel. (214) 953-0053

Fax: (214) 922-4142

**Attorneys for Plaintiff**

**Lori Chavez-DeRemer, Secretary of Labor**

JONATHAN BERRY

Solicitor of Labor

WAYNE R. BERRY

Associate Solicitor for Plan Benefits Security

ISIDRO MARISCAL

Counsel for Litigation

SARAH D. HOLZ

Senior Trial Attorney

*Attorneys for Defendants Suffolk  
Administrative Services, LLC and  
Providence Insurance Co., I.I.*

**THE WAGNER LAW GROUP, P.C.**

/s/ Stephen Rosenberg  
Stephen Rosenberg (*Pro Hac Vice*)  
BBO # 558415  
SRosenberg@wagnerlawgroup.com  
One Financial Center, Suite 3610  
Boston, Mass. 02111  
Tel: 617-357-5200  
Fax: 617-357-5250

*Attorneys for Defendant Alexander Renfro*

**CLARK HILL PLC**

/s/ Jonathan Crumly  
Jonathan Crumly (*Pro Hac Vice*)  
Georgia Bar No. 199466  
jcrumly@clarkhill.com  
3630 Peachtree Road, NE #550  
Atlanta, Georgia 30326  
Tel: 470-845-0206  
Fax: 678-370-4358

**FREEMAN MATHIS & GARY, LLP**

/s/ Robert G. Chadwick  
Robert G. Chadwick, Jr. (*Pro Hac Vice*)  
Texas Bar No. 04056075  
Bob.Chadwick@fmglaw.com  
7160 Dallas Parkway, Suite 625  
Plano, Texas 75024  
Tel: 469.895.3003  
Fax: 888.356.3602

*Attorneys for Defendants William Bryan  
and Arjan Zieger*

**O'NEILL & BORGES, LLC**

D.P.R. Bar No. G04105

JAMIE TROUTMAN  
Trial Attorney  
D.P.R. Bar No. G03415

United States Department of Labor  
Office of the Solicitor  
Plan Benefits Security Division  
P.O. Box 1914  
Washington, D.C. 20013  
byrum.blair.l@dol.gov  
Direct: (202) 693-5600  
Fax: (202) 693-5610

/s/ Blair L. Byrum  
BLAIR L. BYRUM  
Senior Trial Attorney  
D.P.R. Bar No. G04216

/s/ Antonio L. Roig-Lorenzo  
Antonio L. Roig-Lorenzo  
USDC No. 207712  
antonio.roig@oneillborges.com  
250 Muñoz Rivera Ave., Ste. 800  
San Juan, PR 00918-1813  
Telephone: 787-764-8181

The Court has reviewed the reasons offered in support of entry of this Stipulated Protective Order and finds that there is good cause to protect the confidential nature of certain information. Accordingly, the Court adopts the above Stipulated Protective Order in this action.

**IT IS SO ORDERED.**

DATED: April 13, 2026

S/ CAMILLE L. VELEZ-RIVE  
Judge Camille L. Vélez-Rivé

EXHIBIT A

I, \_\_\_\_\_, have been advised by counsel of record for

\_\_\_\_\_ in \_\_\_\_\_

of the protective order governing the delivery, publication, and disclosure of confidential documents and information produced in this litigation. I have read a copy of the protective order and agree to abide by its terms.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date