

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE WORLD TRADE CENTER
DISASTER SITE LITIGATION

THIS DOCUMENT APPLIES TO ALL
IN RE WORLD TRADE CENTER
DISASTER SITE LITIGATION

21 MC 100 (AKH)

**PROTECTIVE ORDER NO. 1 GOVERNING
THE DISCLOSURE OF CONFIDENTIAL
INFORMATION AND INSURANCE
CONFIDENTIAL INFORMATION**

**(ENTERED PENDING SUBMISSION OF
PARTIES' DISPUTES TO THE COURT AND
DECISION BY THE HONORABLE ALVIN
K. HELLERSTEIN)**

WHEREAS, individual actions ("Actions") brought by plaintiffs alleging respiratory and non-respiratory injuries allegedly relating to the rescue, recovery, and debris removal operations following the terrorist attacks on the World Trade Center on September 11, 2001 have been consolidated under the above-referenced master docket (the "Litigation");

THEREFORE, in accordance with Federal Rule of Civil Procedure 26(c), the Court hereby enters this Protective Order No. 1 Governing the Disclosure of Confidential Information and Insurance Confidential Information ("Protective Order No. 1"), which will govern the disclosure, handling and disposition of "Confidential Information" (as defined below) produced by the Plaintiffs and Defendants ("Parties") in the Litigation as follows:

1. Application.

1.1 This Order shall govern the disclosure of any information, documents and things that are designated as containing "Confidential Information" and are furnished in connection with this Litigation, whether in response to the November 27, 2007 "Clarifying Order Regulating Discovery" ("Core Discovery Order"), future discovery requests by the parties (subpoena or otherwise), and to future Court-ordered discovery, to any other person or entity regardless of whether the person or entity producing or receiving the information, documents, and things is a party to this Litigation.

1.2 Protective Order No. 1 shall supersede all protective orders and/or confidentiality agreements previously entered in the 21 MC 100 Litigation, except for the Confidentiality Agreement and Protective Order between Plaintiffs' Co-Liaison Counsel and the

Verizon entities (including Verizon Communications Inc., Verizon New York, Inc., Verizon Properties Inc., and all other Verizon entities that are named or served in this Litigation) that was so-ordered by the Court on May 10, 2006. That May 10, 2006 Confidentiality Agreement and Protective Order will continue to apply to this litigation in full force.

2. Definitions.

2.1 Confidential Information. “Confidential Information” shall mean and include, without limitation, any documents, information, or things that concern or relate to confidential, non-public, proprietary, and competitively sensitive information; trade secrets; other confidential technical information; research or marketing information; financial records and analyses; agreements and business relationships; non-public commercial, financial, pricing, budgeting and/or accounting information; insurance information, including, but not limited to, all agreements, policies, documents constituting such agreements and policies, and all information contained therein (including, but not limited to: the type of insurance; the identity of the broker, agent, or insurer; and the terms, conditions, and/or limits of the policies, whether per individual policy or in total); social security numbers; personal identifying information; non-public information about existing and potential customers; marketing studies; performance and projections, non-public business strategies, decisions and/or negotiations; personnel compensation, evaluations and other employment information; and confidential proprietary information about affiliates, parents, subsidiaries and third-parties with whom the parties to this action have or have had business relationships.

2.2 Confidential Information – Enumerated Parties Only. The term “Confidential Information – Enumerated Parties Only” shall mean information, documents, or things that are extremely sensitive and if disclosed to any one other than the individual(s) or entity(ies) enumerated in this Protective Order would cause grave prejudice to the producing party. This designation is reserved solely for information, documents and things produced by the Defendant contractors and the Port Authority of New York and New Jersey in response to Request No. 12 in the “Discovery to be Produced by Each Defendant” section of the Court’s Core Discovery Order.

2.3 Counsel. The term “Counsel” shall refer to outside counsel representing the Parties, as well as their necessary clerical and support personnel, including, but not limited to, secretaries, paralegal, clerks, internal and outside copying staff or services, and document management services.

2.4 Experts. The term “Experts” shall refer to independent experts and their staff who are engaged, consulted, or retained by Counsel for a party (not by a party) in this Litigation for purposes of assisting the parties and their attorneys in the preparation and presentation of their claims and defenses in this Litigation, and who have, pursuant to procedures outlined in paragraph 6.2, agreed to be bound by this Protective Order and therefore can receive another party’s “Confidential Information.” For purposes of this Protective Order, an independent expert does not have to be designated as a testifying expert, but is an individual who, if he/she were to be called as a witness at the trial of this matter, would: (1) qualify to testify under Federal Rule of Evidence 702; and (2) who is not a current employee, officer, director, consultant, agent or representative of the party receiving the “Confidential Information” or any competitor of the producing or designating party(ies) (or any of their parent, subsidiary or sibling companies). Experts are not authorized to receive any information, documents, or things designated as “Confidential Information – Enumerated Parties Only.”

2.5 Documents. As used herein, the term “documents” is defined to be synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a) and Local Rule for the United States District Court for the Southern District of New York 26.3, including, without limitation, writings, drawings, graphs, charts, photographs, sound recordings, images, electronically stored information, electronic or computerized data compilations, other data or data compilations stored in any medium from which information can be obtained, and other tangible things subject to production under the Federal Rules of Civil Procedure and Local Rules for the United States District Court for the Southern District of New York.

2.6 Producing Party and Receiving Party. As used herein, the term “producing party” shall mean the party making production, through counsel, of information, documents, or things that have been designated as “Confidential Information” or “Confidential Information – Enumerated Parties Only.” As used herein, the term “receiving party” shall mean the counsel for the party receiving production of the “Confidential Information” or “Confidential Information – Enumerated Parties Only” as provided in paragraphs 6.1 and 6.3 of this Order. These terms shall apply even when the person(s) or entity(ies) producing or receiving the “Confidential Information” or “Confidential Information – Enumerated Parties Only” are not parties to this Litigation.

3. Designation.

3.1 Good Faith Designations. Designations of confidentiality will be made only with respect to documents, other tangible things, and information that the producing party in good faith believes satisfy the definitions set forth in paragraphs 2.1 or 2.2 of this Protective Order. Objections to such designations made pursuant to paragraph 4 shall also be made in good faith.

3.2 Produced Documents. Copies of documents that the producing party believes constitute or contain “Confidential Information” or “Confidential Information – Enumerated Parties Only” shall be marked, respectively, as “CONFIDENTIAL, SUBJECT TO PROTECTIVE ORDER NO. 1, FEB. 2008” or “CONFIDENTIAL, SUBJECT TO PROTECTIVE ORDER NO. 1, FEB. 2008 – ENUMERATED PARTIES ONLY” in a manner that will not interfere with the legibility thereof. Alternatively, the producing or designating party may specifically identify in written correspondence directed to the receiving party those documents, information and things that the producing or designating party wishes to designate as “Confidential Information” or “Confidential Information – Enumerated Parties Only.” After receipt of such notification, any party to whom production has been made will treat such documents, information or things in accordance with the terms of this Protective Order No. 1.

3.3 Interrogatory Answers and Written Core Discovery Responses. If a party answering an interrogatory or providing a written response to a request in the Court’s Core Discovery believes that its answer or written response contains “Confidential Information” or “Confidential Information – Enumerated Parties Only,” it shall set forth that answer or response in a separate document that is produced and designated as such, in the same manner as a produced document under subparagraph 3.2. The answers to interrogatories or written responses to the Court’s Core Discovery should make reference to the separately produced document containing the “Confidential Information” or “Confidential Information – Enumerated Parties Only,” but that document should not be attached to the interrogatory answers or written Core Discovery responses. No additional time will be given to answer Interrogatories containing “Confidential Information” or “Confidential Information – Enumerated Parties Only” by reason of this separate submission.

3.4 Inspection of Documents. Subject to the limitations set out in paragraphs 6.1 and 6.3 below, in the event a producing party elects to make its documents available for inspection and the requesting party elects to inspect them, no designation of “Confidential Information” needs to be made in advance of the inspection. During such inspection, all material

produced shall be considered “Confidential Information.” If the party making the inspection selects specified documents to be copied, the producing party shall designate “Confidential Information,” as applicable, in accordance with subparagraph 3.2 at the time the copies are produced. If the party making the inspection selects documents to be copied that are stored on electronic, magnetic, optical or other non-paper media, such as compact discs, DVD’s, video tapes and audio tapes (collectively, “data storage devices”), the producing party shall designate the data storage device as containing “Confidential Information,” as applicable, at the time copies of such data storage devices are produced in accordance with subparagraph 3.2. If the receiving party or other persons or entities to whom disclosure is authorized pursuant to subparagraph 6.1 make a copy of any data storage device designated by the producing party as containing “Confidential Information,” the receiving party or other authorized person shall mark each such copy as containing “Confidential Information” in accordance with subparagraph 3.2. If the receiving party or other authorized person prints out or otherwise makes copies of the confidential documents or information stored on such data storage device, the receiving party or other authorized person shall mark each page so copied as containing “Confidential Information” in accordance with subparagraph 3.2. Documents containing or designated as “Confidential Information – Enumerated Parties Only” shall not be made available for inspection.

3.5 Additional Designating Parties. Any party, which in good faith claims an interest in protecting the confidentiality of any documents or information produced by another party or by a non-party, may designate such documents or information as “Confidential Information” in accordance with this Protective Order No. 1. In that event, the party so designating shall be considered a designating party with respect to such “Confidential Information.” In addition, where a party authored, created, owns, or controls a document or information that another party designates as “Confidential Information,” the party that authored, created, owns, or controls the document or information may designate the document or information as “Confidential Information” in accordance with this Protective Order No. 1 and thereafter shall also be considered a designating party for purposes of this Protective Order No. 1.

3.6 Deposition Transcripts. In the event that portions of a deposition transcript, videotape, and/or exhibits contain “Confidential Information” or “Confidential Information – Enumerated Parties Only,” the deponent, deponent’s counsel, producing party, or designating party may note on the record the portions of the deposition transcript, videotape,

and/or exhibits that contain such “Confidential Information” or “Confidential Information – Enumerated Parties Only” during the appropriate times at the deposition and/or at the end of the deposition. In addition, during the portion of the deposition that such “Confidential Information” or “Confidential Information – Enumerated Parties Only” is disclosed, all persons not authorized to view such information or documents shall be excluded from the deposition. Within twenty-eight (28) days after the receipt of such deposition transcript or videotape, a deponent, deponent’s counsel, producing party, or designating party shall confirm in writing to the other parties to the action the portions of the transcript, videotape, and/or exhibits that they wish to designate as “Confidential Information” or “Confidential Information – Enumerated Parties Only” in accordance with subparagraph 3.2. Until such time has elapsed, deposition transcripts and videotapes in their entirety and all exhibits shall be treated in accordance with the designation they were given during and/or at the end of deposition, consistent with the provisions of this Order. After twenty-eight (28) days, unless there has been such a confirmatory writing, the confidentiality claim is waived. All parties and deponents in possession of a copy of a designated deposition transcript, videotape and/or exhibit shall appropriately mark it as containing “Confidential Information” or “Confidential Information – Enumerated Parties Only.” In the event that the deponent, deponent’s counsel, producing party, and/or designating party fail to state on the record the portions of the deposition transcript, videotape, and/or exhibits that include “Confidential Information” or “Confidential Information – Enumerated Parties Only,” that party will have ten (10) days after the receipt of such deposition transcript or videotape to inform the other parties to the action of the portions of the transcript, videotape, and/or exhibits that they wish to designate as “Confidential Information” or “Confidential Information – Enumerated Parties Only” in accordance with subparagraph 3.2. Until such time has elapsed, deposition transcripts and videotapes in their entirety and all exhibits shall be treated as containing “Confidential Information.” Upon such notice, all parties and deponents in possession of a copy of a designated deposition transcript, videotape and/or exhibit shall appropriately mark it as containing “Confidential Information” or “Confidential Information – Enumerated Parties Only.”

3.7 Multi-page Documents. For an integrated multi-page document, including a deposition transcript or interrogatory answer, containing “Confidential Information” or “Confidential Information – Enumerated Parties Only,” the first page of the multi-page document and each page of the multi-page document containing “Confidential Information” or “Confidential Information – Enumerated Parties Only” shall be labeled as such in accordance with subparagraph

3.2.

3.8 Conflicting Designations. In the event of conflicting designations (*i.e.* where duplicate documents, information, or things have been given different designations of confidentiality), the more stringent level of confidentiality shall control until the issue is resolved among the parties.

4. Objections to Designations

4.1 Generally. Objections made to any designation under this Protective Order No. 1 shall be made in good faith. Any party objecting to a designation of “Confidential Information” or “Confidential Information – Enumerated Parties Only” including objections to portions of designation of multi-page documents, shall notify the producing and/or designating party in writing within one-hundred twenty (120) days (or more for good cause shown) of receiving the document, specifically identifying each document that the objecting party in good faith believes should not be designated as “Confidential Information” or “Confidential Information – Enumerated Parties Only” and providing a brief statement of the grounds for such belief. Consistent with United States District Court Judge Alvin K. Hellerstein’s individual Rule 4.B, the objecting and producing and/or designating parties thereafter shall confer within seven (7) days after the date of such objection in an attempt to resolve the disputed issue(s) of confidentiality. If such issues are not resolved promptly, the parties shall, within thirty (30) days after the conference, seek direction from the Court in a letter as described in Judge Hellerstein’s individual Rule 2.E. If the producing and/or designating party elects not to submit a letter pursuant to Judge Hellerstein’s individual Rule 2.E with respect to documents to which an objection has been made, the designation of confidentiality shall be deemed withdrawn. All documents initially designated as “Confidential Information” or “Confidential Information – Enumerated Parties Only” shall be treated in accordance with their designation and this Order unless and until the Court rules otherwise.

4.2 Designations Made Near Trial. In the case of designations received on or within one-hundred sixty (160) days of trial, the receiving party shall notify the designating party(ies) of their objections no later than 40 days before trial.

5. Custody. All “Confidential Information” or “Confidential Information – Enumerated Parties Only” and any and all copies, extracts and summaries thereof, including memoranda relating thereto, shall be retained by the receiving party in the custody of counsel of

record, or by persons to whom disclosure is authorized under subparagraphs 6.1 or 6.3.

6. Handling Prior to Trial.

6.1 Authorized Disclosure of “Confidential Information.” Unless otherwise specified in this Protective Order No. 1, “Confidential Information” may be disclosed to or used (in accordance with the terms of this Protective Order) solely by the following persons without exception:

- a. “Counsel,” as defined in subparagraph 2.3, for the named parties in the individual Action(s) in connection with which the documents containing the “Confidential Information” are produced;
- b. Temporary employees performing services in connection with this Litigation, including temporary attorneys and staff, who are associated with the “Counsel” described in paragraph 6.1(a);
- c. Any necessary court reporter or stenographer;
- d. Experts, as defined in subparagraph 2.4;
- e. Named parties in the individual Action(s) in connection with which the “Confidential Information” is produced and, if that party is a corporate entity, a limited number of designated representatives of the corporate entity (including a limited number of designated representatives from the parents or affiliates of the corporate entity and their counsel) and the corporate entity’s Insurers and representatives of such Insurers, who are actively involved in the individual Action(s);
- f. In-house counsel for the named parties in the individual Action(s) in connection with which the documents containing the “Confidential Information” are produced, and a limited number of assistants, administrative or otherwise; and
- g. The vendor creating, administering, and/or maintaining the Court database, as well as their necessary clerical and support personnel.

“Confidential Information” may be disclosed or used only in connection with the individual Action(s) within which it is produced, and shall not be disclosed or used for any other purpose, including use in other proceedings or matters, unless so ordered by the Court. A receiving party may, however, disclose “Confidential Information” to the Court supervising the Litigation, including judicial staff and the Special Masters, in accordance with subparagraph 6.8 of this Order.

6.2 Confidentiality Acknowledgments For Authorized Disclosures of “Confidential Information.” In the event that a receiving party discloses “Confidential Information” to any of the persons described in paragraphs 6.1(b), (c), (e), or (g) that receiving party shall obtain a written acknowledgment from the person receiving such information, in the form attached hereto as Exhibit A, that he or she has received a copy of this Order and has agreed to be bound by it. Counsel for the receiving party shall retain the original of such agreement and, if requested, promptly serve a copy on counsel of record. In the event that a receiving party discloses “Confidential Information” to any of the persons described in paragraphs 6.1(d), that receiving party shall obtain a written acknowledgment from the person receiving such information, in the form attached hereto as Exhibit B, that he or she has received a copy of this Order and has agreed to be bound by it. Counsel shall retain the original of such agreement and, for each expert designated as testifying expert, promptly serve a copy on all other counsel of record. Counsel also shall maintain a list of all persons to whom a receiving party has disclosed “Confidential Information” and shall furnish the written acknowledgements and disclosure list to the Court upon its request or order. In the event that “Confidential Information” is disclosed to any of the persons described in paragraphs 6.1(a) and (f), prior to receiving such information, such person shall be advised of this Protective Order No. 1, shall be advised of the confidential nature of the material, and shall be deemed to have subjected themselves to this Protective Order No. 1 and this Court’s jurisdiction for that purpose.

6.3 Authorized Disclosure of “Confidential Information – Enumerated Parties Only.” Confidential Information designated as “Confidential Information – Enumerated Parties Only” may be disclosed to or used (in accordance with the terms of this Protective Order) solely by the following persons without exception:

- a. “Counsel,” as defined in subparagraph 2.3, of record for the producing party in the individual Action(s) in connection with which the documents containing the “Confidential Information – Enumerated Parties Only” are produced;
- b. “Counsel,” as defined in subparagraph 2.3, of record for Plaintiff(s) in the individual Action(s) in connection with which the documents containing the “Confidential Information – Enumerated Parties Only” are produced;
- c. Any necessary court reporter or stenographer;

“Confidential Information – Enumerated Parties Only” may be disclosed or used only in connection with the individual Action(s) within which it is produced, and shall not be used by or disclosed, and shall not be used or disclosed for any other purpose, including use in other proceedings or matters, unless so ordered by the Court. For the avoidance of doubt, no “Confidential Information – Enumerated Parties Only” may be disclosed, discussed, or referred to in communications with any person not specifically identified in Section 6.3 of this Protective Order No. 1 unless so ordered by the Court. A receiving party may, however, disclose “Confidential Information – Enumerated Parties Only” to the Court supervising the Litigation, including judicial staff and the Special Masters, in accordance with subparagraph 6.8 of this Order.

6.4 Confidentiality Acknowledgements For Authorized Disclosures of “Confidential Information – Enumerated Parties Only.” In the event that “Confidential Information – Enumerated Parties Only” is disclosed to any of the persons described in paragraph 6.3(a), prior to receiving such information, such person shall be advised of this Protective Order No. 1, shall be advised of the confidential nature of the material, and shall be deemed to have subjected themselves to this Protective Order No. 1 and this Court’s jurisdiction for that purpose. In the event that “Confidential Information – Enumerated Parties Only” is disclosed to any of the persons described in 6.3(b), prior to receiving such information, each such person shall be advised of the confidential nature of the material and shall sign a written confidentiality acknowledgment in the form attached hereto as Exhibit A to indicate that he/she has received a copy of this Protective Order No. 1 and has agreed to be bound by it. Counsel for Plaintiffs shall maintain the original of such agreement, as well as a list of all persons who have signed such written confidentiality acknowledgements. Counsel for Plaintiffs shall serve copies of the written acknowledgments and a current version of the disclosure list on counsel of record every sixty (60) days. In the event that “Confidential Information – Enumerated Parties Only” is disclosed to any of the persons described in paragraphs 6.3(c), that receiving party shall obtain a written acknowledgment from the person receiving such information, in the form attached hereto as Exhibit A, that he or she has received a copy of this Order and has agreed to be bound by it. Such counsel shall retain the original of such agreement and, if requested, promptly serve a copy on counsel of record. Counsel shall maintain a list of all persons to whom a receiving party has disclosed “Confidential Information – Enumerated Parties Only” and shall furnish the written acknowledgements and disclosure list to the Court upon its request or order.

6.5 Inadvertent Failure to Designate Documents, Tangible Things or Information as Confidential. Inadvertent failure to designate any documents, tangible things, or information as “Confidential Information” or “Confidential Information – Enumerated Parties Only” pursuant to this Protective Order No. 1 shall not constitute a waiver of any otherwise valid claim for protection, so long as such claim is asserted within fifteen (15) days of the discovery by the producing party (or any other party authorized to make such a designation(s) in accordance with paragraph 3.5) of the inadvertent failure. At such time, arrangements shall be made for the return to the producing party of all copies of the inadvertently mis-designated documents and for the substitution, where appropriate, of properly designated copies.

6.6 Unauthorized Use or Disclosures. If “Confidential Information” or “Confidential Information – Enumerated Parties Only” is used or disclosed other than as authorized by this Order, the party or person responsible for the unauthorized use or disclosure, and any other party or person who is subject to this Order and learns of the unauthorized use or disclosure, shall immediately bring such disclosure to the attention of the producing and/or designating party(ies) and the Court. Without prejudice to other rights and remedies of the producing and/or designating party(ies), those responsible for the unauthorized use or disclosure shall make every effort to obtain the return of the “Confidential Information” or “Confidential Information – Enumerated Parties Only” (including, without limitation, from the person to whom the unauthorized disclosure was made and from any other person to whom “Confidential Information” or “Confidential Information – Enumerated Parties Only” was directed as a direct or indirect result of the unauthorized disclosure) and to prevent further use or disclosure on its own part or on the part of any person to whom the unauthorized use or disclosure was made. Should those responsible for the unauthorized disclosure of “Confidential Information” or “Confidential Information – Enumerated Parties Only” fail to obtain the return of such information from the person(s) and/or entity(ies) to whom the unauthorized disclosure was made, the producing and/or designating party(ies) may seek an Order from the Court for the return of the “Confidential Information” or “Confidential Information – Enumerated Parties Only” from such person(s) or entity(ies).

6.7 Breach of Protective Order. In the event of a breach of this Protective Order No. 1, the Court may hold the breaching party and/or its Counsel, as may be appropriate, in civil contempt, imposing all associated penalties, and shall have the discretion to order remedies (including monetary sanctions) commensurate with the nature and quality of the breach.

6.8 Court Filings. In the event that a party intends to file any pleadings and/or other papers with the Court containing “Confidential Information” or “Confidential Information – Enumerated Parties Only” or information derived therefrom, such party shall first make a motion (with notice to all parties and that must be served and filed in accordance with federal and local court rules) for permission to file such pleadings and/or other papers under seal. Upon the Court’s issuance of an Order specifically authorizing the filing of such pleadings and/or other papers under seal, such party can then proceed to file under seal such pleadings and/or other papers pursuant to the procedures set forth in the Court Order. A different procedure shall apply with respect to “Confidential Information” contained in the Court database that the Court, Special Masters and Liaison Counsel are currently in the process of establishing to hold certain information produced by the Parties in response to the Core Discovery Order. With respect to “Confidential Information” contained in the Court database, Liaison Counsel shall work with the vendor creating, administering, or maintaining the database to establish appropriate protective measures that will ensure that “Confidential Information” is disclosed only to those persons authorized (pursuant to paragraph 6.1) to receive “Confidential Information.”

6.9 Copies. No copies of any “Confidential Information” or “Confidential Information – Enumerated Parties Only” shall be made except by or for Counsel for the named parties in the individual Action in connection with which the documents or information was produced, or by Experts who have agreed in writing to the terms hereof and only for the purposes of performing their expert assignments. Pursuant to paragraphs 2.4, 6.1, and 6.3 of this Protective Order No. 1, such Experts will only be able to view and make copies of “Confidential Information,” not “Confidential Information – Enumerated Parties Only.” Control and distribution of all “Confidential Information” or “Confidential Information – Enumerated Parties Only” covered by this Protective Order No. 1 shall be the responsibility of the Counsel for the parties in this action.

6.10 No Restrictions on Advice. Nothing in this Protective Order No. 1 shall bar or otherwise restrict Counsel from rendering advice to his or her client with respect to an Action(s) or the Litigation and, in the course thereof, from relying in a general way upon his examination of materials designated as “Confidential Information” or “Confidential Information – Enumerated Parties Only” provided, however, that in rendering such advice and in otherwise communicating with his or her clients, such Counsel shall not disclose the contents of any materials designated as such, other than to other persons entitled to receive such information under the terms

of this Order. Nor shall anything in this Protective Order No. 1 preclude "Counsel" for any party from providing to its client copies of briefs or other legal papers that are filed under seal or that are designated as "Confidential Information" or "Confidential Information – Enumerated Parties Only" provided that any such information is redacted prior to disclosure of the document. In addition, nothing in this Protective Order No. 1 shall be deemed to preclude Counsel for Plaintiffs from seeking, at an appropriate time, modification of this Protective Order No. 1 (in accordance with paragraph 9) with respect to disclosure of "Confidential Information" or "Confidential Information – Enumerated Parties Only." Nor shall anything in this Protective Order be deemed to preclude Counsel for Defendants from opposing and arguing against any such requested modification(s).

7. Handling After Disposition. After the conclusion of the Litigation, whether by way of settlement, judgment or otherwise, the producing and/or designating party(ies) may request that any or all "Confidential Information" or "Confidential Information – Enumerated Parties Only" be returned to the producing party. If return of less than all of such "Confidential Information" or "Confidential Information – Enumerated Parties Only" is requested, the request shall specifically identify the documents or things to be returned. The attorney for each receiving party shall collect, assemble and return within thirty (30) days all such requested "Confidential Information" or "Confidential Information – Enumerated Parties Only" including all copies, extracts and summaries thereof, including memoranda and notes relating thereto, in the possession of the receiving party, its counsel or other authorized recipients to whom the receiving party provided "Confidential Information" or "Confidential Information – Enumerated Parties Only" but not including copies, extracts, summaries or memoranda that contain or constitute attorney work product. If requested by the producing party within ninety (90) days of the conclusion of the Litigation, all copies, extracts, summaries and memoranda that contain or constitute attorney work product shall be destroyed and the attorney for each receiving party shall certify in writing that all such copies, extracts and summaries have been destroyed. Receipt of returned "Confidential Information" or "Confidential Information – Enumerated Parties Only" shall be acknowledged in writing if such an acknowledgment is requested. This Protective Order No. 1 shall survive the final conclusion of this Litigation and the Court will continue to have jurisdiction to enforce this Protective Order No. 1 and to impose any and all applicable or appropriate sanctions. Counsel shall preserve all documents, exhibits, and materials submitted to the Court.

8. No Implied Waivers. The entry of this Order shall not be interpreted as a waiver

of the right to object, under applicable law, to the furnishing of documents, information, or things in response to discovery requests or court-ordered discovery. In addition, the entry of this Order shall not be interpreted as a waiver of the right to object, under applicable law, to a requested inspection of documents or facilities. Parties producing “Confidential Information” or “Confidential Information – Enumerated Parties Only” in this Litigation are doing so only pursuant to the terms of this Order. Neither the agreement to, nor the taking of any action in accordance with, the provisions of this Order, nor the failure to object thereto, shall be interpreted as a waiver of any claim or position or defense in this action, or any other actions.

9. Modification. Nothing in this Protective Order No. 1 shall be deemed to preclude a party from seeking or obtaining, on an appropriate showing, additional protection from the Court with respect to the confidentiality of documents or other discovery material, or the modification of this Protective Order No. 1 with respect to particular material designated or not designated as “Confidential Information” or “Confidential Information – Enumerated Parties Only.” In the event any party hereto seeks a Court Order to modify the terms of this Order, said party shall make such request pursuant to Judge Hellerstein’s individual Rule 2.E, by written stipulation, or noticed motion to all parties that must be served and filed in accordance with local court rules. Prior to making application for modification of this Protective Order No. 1, the parties shall confer and make a good faith effort to resolve the matter by agreement.

10. Care In Storage. Any person in possession of “Confidential Information” or “Confidential Information – Enumerated Parties Only” produced by another party shall exercise reasonable and appropriate care with regard to the storage, custody, copying, and use of the “Confidential Information” or “Confidential Information – Enumerated Parties Only” to ensure that the confidential and sensitive nature of same is maintained. Counsel for the receiving party is responsible for exercising reasonable and appropriate care with regard to the storage, custody, copying, and use of “Confidential Information” or “Confidential Information – Enumerated Parties Only” regardless of whether such information is in the possession of Counsel for the receiving party or their necessary clerical and support personnel, including, but not limited to, secretaries, paralegal and clerks.

11. No Admission. Neither this Order nor the designation of any item as “Confidential Information” or “Confidential Information – Enumerated Parties Only” shall be construed as an admission that such material, or any testimony concerning such material, would be admissible in

evidence in this litigation or in any other proceeding.

12. Parties' Own Documents. This Order shall in no way restrict the parties in their use of their own documents and information, and nothing in this Order shall preclude any party from voluntarily disclosing its own documents or information to any party or nonparty.

13. Privileged and Inadvertent Production. Nothing in this Protective Order No. 1 shall be deemed to require the production, or preclude the redaction, of a document that the producing party believes is protected by the attorney-client privilege, attorney work product doctrine, joint defense or common interest privilege, deliberative process privilege, self-critical analysis privilege, public interest privilege, official information privilege, state secrets privilege, law enforcement privilege, any other privilege or qualified privilege, or any competitively sensitive trade secret or confidential business information, the disclosure of which would materially and adversely affect a party absent redaction. Inadvertent production of any such document shall not constitute a waiver of privilege or other protection, and any such document (including all copies) shall be returned to the producing party immediately upon the request of the producing and/or designating party(ies). Any notes made by any party about any inadvertently produced documents protected by such privileges or other protection shall be destroyed by the party who made the notes after arrangements are made for the return of the inadvertently produced documents to the producing party. The provisions of this paragraph also shall apply to documents that are protected by privilege or other protection that were inadvertently made available for inspection or review. Such inspection or review shall not constitute a waiver of any privilege or other protection from disclosure subsequently asserted by the producing and/or designating party(ies).

14. No Effect on Other Rights. Except as provided herein, this Order shall in no way abrogate or diminish any pre-existing contractual, statutory, or other legal obligations or rights of any party with respect to "Confidential Information" or "Confidential Information – Enumerated Parties Only."

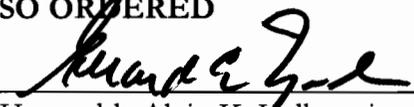
15. Compulsory Disclosure to Third Parties. If another court or administrative agency subpoenas or orders production of "Confidential Information" or "Confidential Information – Enumerated Parties Only" that a party has obtained under the terms of this Protective Order No. 1, such party shall, if there are fewer than ten (10) business days to comply, within two (2) business days -- or if more than ten (10) days, at least seven (7) business days -- prior to the due date of compliance, notify the producing and/or designating party(ies) of the pendency

of the subpoena or order in writing, and shall not produce the "Confidential Information" or "Confidential Information – Enumerated Parties Only" until the producing and/or designating party(ies) have had reasonable time to take appropriate steps to protect the material at its sole cost and expense. It shall be the responsibility of the producing and/or designating party(ies) to obtain relief from the subpoena or order prior to the due date of compliance, and to give the producing and/or designating party(ies) an opportunity to obtain such relief, the party from whom the information is sought shall not make the disclosure before the actual due date of compliance set forth in the subpoena or order. Nothing herein shall require the party to whom the subpoena or production order is directed to risk the imposition of a fine, cost, penalty, charge, or any proceeding for the failure to honor the subpoena or order to produce.

Dated: New York, New York
~~February 2~~, 2008
March

*Subject to modification and revision
by the court upon reasonable notice to
the parties.*

SO ORDERED



Honorable Alvin K. Hellerstein
United States District Judge

*Part I
for Judge Hellerstein*

submit to the jurisdiction of this Court, and to the application of New York law, for the purpose of enforcement of Protective Order No. 1.

7. I will comply with all of the provisions of Protective Order No. 1.

8. I shall not use or disclose to others, except in accordance with Protective Order No. 1, any information designated as "Confidential Information" or "Confidential Information – Enumerated Parties Only" (including summaries, notes, abstracts, indices, or copies of such "Confidential Information" or "Confidential Information – Enumerated Parties Only") that is disclosed to me.

9. I will return all "Confidential Information" or "Confidential Information – Enumerated Parties Only" and summaries, notes, abstracts, indices or copies of such "Confidential Information" or "Confidential Information – Enumerated Parties Only," which come into my possession, and documents on things which I have prepared related thereto, to the attorneys for the party by whom I am employed or retained, or to the attorney from whom I received the "Confidential Information" or "Confidential Information – Enumerated Parties Only."

10. I understand that if I violate the provisions of Protective Order No. 1, I will be subject to sanctions under the civil contempt power of this Court, which includes the power to impose all associated penalties to remedy contemptuous conduct. I also understand that the parties, or any one of them, may assert other remedies against me.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 200__.

Printed Name

Sworn to before me this
____ day of _____, ____.

Notary public

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
 IN RE WORLD TRADE CENTER : 21 MC 100 (AKH)
 DISASTER SITE LITIGATION :
 :
 : **CONFIDENTIALITY**
 : **ACKNOWLEDGEMENT**
 :
 _____ :
 :
 THIS DOCUMENT APPLIES TO ALL IN RE :
 WORLD TRADE CENTER DISASTER :
 SITE LITIGATION :
 :
 :
 -----x

1. I, _____, being duly sworn on oath, state the following:
2. My address is _____

3. My present employer is _____
 and the address of my present employer is _____
4. I represent the following individual(s) or entity(ies) [if applicable]: _____

5. I have been retained by _____ [party] to serve as an expert in this action.
6. I have received a copy of Protective Order No. 1 Governing the Disclosure of Confidential Information and Insurance Confidential Information (“Protective Order No. 1”) in the above-referenced action signed by United States District Court Judge Alvin K. Hellerstein on February ____, 2008.
7. I have carefully read and understand the provisions of Protective Order No. 1 to which this Exhibit B is attached, and I attest to my understanding that access to information designated “Confidential Information” may be provided to me and that such access is pursuant to the terms

and conditions and restrictions of Protective Order No. 1. I agree to be bound by the terms of Protective Order No. 1. I hereby submit to the jurisdiction of this Court, and to the application of New York law, for the purpose of enforcement of Protective Order No. 1.

8. I will comply with all of the provisions of Protective Order No. 1.

9. I shall not use or disclose to others, except in accordance with Protective Order No. 1, any information designated as "Confidential Information" (including summaries, notes, abstracts, indices, or copies of such "Confidential Information") that is disclosed to me.

10. I will return all "Confidential Information" and summaries, notes, abstracts, indices or copies of such "Confidential Information," which come into my possession, and documents on things which I have prepared related thereto, to the attorneys for the party by whom I am employed or retained, or to the attorney from whom I received the "Confidential Information."

11. I am not currently an officer, director, employee, consultant, agent, or representative (other than outside Counsel) of the party receiving the "Confidential Information" or any competitor of the producing or designating party(ies) (or any of their parent, subsidiary, or sibling companies). I agree that if in the future I accept a position as an officer, director, employee, consultant, or agent (other than outside Counsel) of any competitor of the producing or designating party, I shall (A) refrain from disclosing any "Confidential Information" to that competitor of the producing or designating party; and (B) immediately consult with the designating party in an effort to reach an agreement about whether my intended activity with or for a competitor can be structured in such a way, or the designating party can otherwise be reasonably satisfied, that there is not a material risk of unauthorized use or disclosure of "Confidential Information."

12. I understand that if I violate the provisions of Protective Order No. 2, I will be subject to sanctions under the civil contempt power of this Court, which includes the power to impose all associated penalties to remedy contemptuous conduct. I also understand that the parties, or any one of them, may assert other remedies against me.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 200__.

Printed Name

Sworn to before me this
____ day of _____, ____.

Notary public