

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

In re: BRIDGESTONE/FIRESTONE, INC.,

ATX, ATX II, and WILDERNESS TIRES,
PRODUCTS LIABILITY LITIGATION

Master File No. IP00-9373-C-B/S
MDL No. 1373
(centralized before Hon. Sarah Evans
Barker)

THIS DOCUMENT RELATES TO ALL
ACTIONS

CONFIDENTIALITY ORDER

In order to preserve and maintain the confidentiality of certain documents to be produced in this litigation by Bridgestone/Firestone, Inc., Bridgestone Corporation, Ford Motor Company, and other parties and/or third parties, the Court orders as follows:

1. Terms

(a) “Confidential Information” means information that constitutes a trade secret or reveals confidential research, development, or commercial information. Confidential Information does not include information that has been disclosed in the public domain.

(b) “Protectible Documents” means documents as defined by Fed. R. Civ. P. 34 and deposition testimony, to be produced by Bridgestone/Firestone, Inc., Bridgestone Corporation, Ford Motor Company, Inc., and others during discovery in the MDL Cases (as defined below) that contain Confidential Information.

(c) “Confidential Material” means any document(s) designated pursuant to section 2(a) or (b) of this Order and any Confidential Information contained therein.

(d) “MDL Cases” means the above-captioned action and/or any of its constituent cases

2. Designation

(a) A document (or portion of a document) that a party determines in good faith to be a Protectible Document may be designated as confidential by (1) stamping the word “CONFIDENTIAL” on the document, (2) otherwise indicating the portion that is confidential, (3) employing other means provided for in this Order, or (4) using any other reasonable method agreed to by the parties.

(b) A party may, on the record of a deposition or by written notice to opposing counsel not later than seventy-two hours after receipt of the deposition transcript, designate any portion(s) of the deposition as “CONFIDENTIAL” based on a good faith determination that any portions so designated constitute a Protectible Document. To the extent possible, any portions so designated shall be transcribed separately and marked by the court reporter as “CONFIDENTIAL.” Until expiration of the above seventy-two hour period, all deposition transcripts and information therein will be deemed “Confidential Material.”

(c) By designating a document Confidential Material pursuant to section 2(a) or (b), a party represents that it has made a bona fide, good faith determination that the document does, in fact, contain Confidential Information.

(d) No party concedes that any documents designated by another party as Confidential Material are in fact Protectible Documents.

3. Challenge to Designation

(a) Any party may challenge a designation made under section 2(a) by written notice of its objection to counsel for the designating party or non-party. Challenge to a designation made under section 2(b) may be made either upon the record of the

deposition or as provided in the preceding sentence.

(b) In the event a designation is challenged, the challenging and designating parties shall attempt to resolve any challenges in good faith on an expedited and informal basis. If the challenge cannot be expeditiously and informally resolved within ten days, the party requesting confidential treatment will move for an appropriate ruling from the Court. The material shall continue to be treated as Confidential Material until the expiration of ten days if no motion is made by the party requesting confidential treatment, or, if a motion is made, until the Court rules. With any such motion, the movant shall have the burden of showing that “good cause” exists for confidential treatment pursuant to Fed. R. Civ. P. 26(c).

(c) A party shall not be obligated to challenge the propriety of the designation of documents as Confidential Materials at the time of designation, and failure to do so shall not preclude a subsequent challenge to the designation.

4. Use of Confidential Material Limited

Confidential Material and the portion of all writings, including the portion of pre-trial court papers, that quote from, summarize, or comment upon such materials shall be treated as confidential and used (1) by counsel in the MDL Cases solely for the litigation of the MDL Cases or (2) by counsel in other actions arising out of the same or similar set of facts, transactions, or occurrences that are asserted in any complaint filed in the MDL Cases, solely for the litigation of such actions.

5. Not Applicable to Trial

This Order does not apply to the offer of or admission into evidence of Protectible

Documents or Confidential Material or their contents at trial or in any evidentiary hearing, nor does it apply for any other purpose under the Federal Rules of Evidence. Such evidentiary issues may be raised as a separate matter upon the motion of any party at the time of trial or evidentiary hearing.

6. Filing Under Seal

Confidential Materials, when filed with the Court, shall be filed under seal. Documents filed under seal in this manner will remain under seal for fourteen days, at which time the seal will be automatically lifted, subject to the following procedure: Within five days of the filing under seal, the party who has designated the sealed document(s) confidential may file a motion requesting that the Court continue to maintain the filing under seal. Any party or intervenor opposing that request shall have five days to respond in writing. When this procedure is invoked, the seal will not be automatically lifted but will remain in effect until further order of the Court.

7. Permitted Disclosures

Confidential Material may be shown, disseminated, or disclosed only to the following persons:

(a) all attorneys of record for the parties in the MDL Cases, including members of their respective law firms, and any other attorney associated to assist in the preparation of the MDL Cases for trial;

(b) all employees of parties' counsel assisting in the preparation of the MDL Cases for trial;

(c) experts and consultants retained by the parties for the preparation or trial of the

MDL Cases;

(d) translators retained by the parties for the preparation or trial of the MDL Cases;

(e) the court, its staff, witnesses, and the jury in the MDL Cases or in other present or future cases in any court in the United States against Bridgestone/Firestone, Inc., Bridgestone Corporation, and/or Ford Motor Company alleging claims arising out of the same or similar set of facts, transactions, or occurrences that are asserted in any complaint filed in the MDL Cases;

(f) any attorney, expert, or consultant representing a party in other present or future cases in any court in the United States against Bridgestone/Firestone, Inc., Bridgestone Corporation, and/or Ford Motor Company alleging claims arising out of the same or similar set of facts, transactions, or occurrences that are asserted in any complaint filed in the MDL Cases; and

(g) employees of Ford Motor Company, Bridgestone/Firestone, Inc., and/or Bridgestone Corporation.

8. Agreement by Disclosees

Before being given access to Confidential Material, each person described in paragraphs 7(a), (b), (c), (d), (f) or (g) shall be advised of the terms of this Order, shall be given a copy of this Order, and shall agree in writing to be bound by its terms and to submit to the jurisdiction of this Court.

9. Retention of Jurisdiction by Court

Until the MDL Cases are remanded to their respective transferor courts, this Court

shall retain jurisdiction to make amendments, modifications, and additions to this Order as the Court may, from time to time, deem appropriate, as well as to resolve any disputes about the disposition of Confidential Material.

10. Production Not a Waiver

The production of Confidential Material pursuant to this Order is not intended to constitute a waiver of any privilege or right to claim the trade secret or confidential status of the documents, materials, or information produced.

11. Return or Destruction of Confidential Materials

Counsel of record for each party, at such time as he or she no longer has any case pending in the MDL or any cases against Bridgestone/Firestone, Inc., Bridgestone Corporation, and/or Ford Motor Company alleging claims arising out of the same or similar set of facts, transactions, or occurrences that are asserted in any complaint filed in the MDL Cases, shall ensure that any person described in paragraphs 7(a), (b), (c), (d), (f) or (g) who has received copies of Confidential Materials from or through such counsel of record destroys such Confidential Materials or returns such Confidential Materials to counsel of record for the producing party.

12. Public Health and Safety

Nothing in this Order is intended to prevent any party from raising with the Court any concern that the non-disclosure of certain Confidential Material may have a possible adverse effect upon the general public health or safety, or the administration or operation of government or public office.

13. Prior Orders

This Order supersedes any Protective Orders previously agreed to or entered by any court in any matter now subject to this MDL proceeding.

It is so ORDERED this _____ day of March 2001.

SARAH EVANS BARKER, JUDGE
United States District Court
Southern District of Indiana

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