

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Ronald A. Guzman	Sitting Judge if Other than Assigned Judge	Nan R. Nolan
CASE NUMBER	02 C 5893	DATE	11/5/2004
CASE TITLE	Lawrence Jaffe Pension Plan vs. Household International, Inc. et al.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to] FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] The attached Protective Order is entered.

(11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court.	U.S. DISTRICT COURT 2004 NOV - 8 AM 8:05 Date/time received in central Clerk's Office	<input type="checkbox"/> No notices required.	number of notices	Document Number 193
<input checked="" type="checkbox"/> Notices mailed by judge's staff.		11/8/04 date docketed		
<input type="checkbox"/> Notified counsel by telephone.		<i>[Signature]</i> docketing deputy initials		
<input type="checkbox"/> Docketing to mail notices.		11/5/2004 date mailed notice		
<input type="checkbox"/> Mail AO 450 form.		hmb		
<input type="checkbox"/> Copy to judge/magistrate judge.		mailing deputy initials		
hmb <i>[Signature]</i> courtroom deputy's initials				

WHEREAS, disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted;

WHEREAS, the parties to this action submit this Protective Order pursuant to the Court's September 28, 2004 Order and November 1, 2004 Minute Order;

IT IS HEREBY ORDERED that the following provisions shall govern disclosure and use of information in this action:

DEFINITIONS

1. **Party:** Any party to this action, including all of its officers, directors, employees, consultants, retained experts, and their counsel (and their support staff).

2. **Disclosure or Discovery Material:** All items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

3. **Confidential Information:** To the extent such information compromises personal privacy interests or contains commercially sensitive business information the disclosure of which would cause the party or person competitive harm, impair the commercial value of the information or otherwise be commercially injurious, confidential information is defined as: (1) the personal financial information of non-parties; (2) the personal financial information of Household's shareholders; (3) Household's proprietary software; (4) customer lists and internal research and data regarding consumer borrowing and payment habits; (5)

guidebooks, manuals, policies, and/or training materials regarding underwriting procedures or criteria, loan pricing formulas, loan collection policies and procedures, employee training, and internal audit policies and procedures; (6) proprietary information regarding securitization of loan pools; (7) non-public financial information of Household and/or its employees; (8) employee compensation plans; (9) Household personnel records, including employee disciplinary records; (10) documents or other information protected under the Illinois Accountants Privilege; (11) audit workpapers generated by Andersen in connection with its audits of the year-end financial statements of Household International, Inc.; (12) internal proprietary material of Andersen reflecting or disclosing audit processes or methodology for the conduct of audits or the disclosure of the results of such a process, including, but not limited to audit manuals; and (13) the personal and non-public financial information of Andersen and/or its various members/employees. In the event any party believes that additional categories should be protected from disclosure, they shall file an appropriate motion in accordance with Magistrate Judge Nolan's September 28, 2004 Order.

4. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

5. Producing Party: A Party or non-party that produces Disclosure or Discovery Material in this action.

6. Protected Material: Any Disclosure or Discovery Material that is designated as "Confidential" under the terms of this Protective Order.

7. **Expert:** A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action. This definition includes a professional jury or trial consultant retained in connection with this litigation.

8. **Professional Vendors:** Persons or entities that provide litigation support services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

9. **Insurer:** A non-party carrying on an insurance business whose agreements have been disclosed under Fed. R. Civ. P. 26(a)(1)(D).

DESIGNATION OF CONFIDENTIAL INFORMATION

10. Producing Party may designate for protection any Discovery Material only if the Producing Party believes, in good faith, that such Discovery Material contains Confidential Information.

11. If it comes to a Party's or a non-party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the mistaken designation.

12. Disclosure or Discovery Material that contains Confidential Information may be designated for protection by the Producing Party by marking such material with the legend CONFIDENTIAL clearly denoting that confidential treatment is requested by the Producing

Party (hereinafter, "CONFIDENTIAL"). Any deposition or other testimony may be designated CONFIDENTIAL by so indicating on the record or sending written notice within thirty (30) days of receipt of the transcript of the deposition designating all or a portion of the transcript as CONFIDENTIAL. Any other party may object to such proposal, in writing or on the record.

13. All deposition testimony shall be treated as Protected Material until the expiration of the period referred to in the preceding paragraph absent receipt of a written designation.

14. Should any pages of a deposition transcript be designated CONFIDENTIAL, the cover page of the transcript shall bear the legend:

"CONFIDENTIAL — PAGES _____ - _____ OF THIS
TRANSCRIPT CONTAIN INFORMATION THAT HAS
BEEN DESIGNATED CONFIDENTIAL PURSUANT TO A
PROTECTIVE ORDER IN THIS ACTION."

15. Answers to interrogatories, requests for production of documents, and requests for admission and the information contained therein containing Confidential Information shall bear the designation CONFIDENTIAL on the first page of any such set of answers and on each succeeding page that contains Discovery Material designated as Confidential Information.

16. Inadvertent failure to designate material as CONFIDENTIAL at the time of production may be remedied by supplemental written notice. If such notice is given, all documents or materials so designated shall be fully subject to this Order as if they had been

designated originally as CONFIDENTIAL without prejudice to any party's right to challenge such designation.

17. For purposes of this Order, all copies of such materials delivered to or maintained by a Receiving Party, its counsel, experts or consultants, as well as summaries, studies, reports, exhibits, illustrations, or other materials or communications of any kind, created by experts, consultants or others, based upon, referring to, revealing, including, or incorporating in any way, in whole or in part, such Confidential Information to the extent such materials are based upon, refer to, reveal, include or incorporate in any way such Confidential Information shall also be designated Confidential Information.

**USE AND DISSEMINATION OF CONFIDENTIAL
INFORMATION**

18. Discovery Material shall be used by the Receiving Party solely for purposes of this litigation. The heightened protection outlined in this Order, however, applies only to the limited information or items that are subject to treatment as confidential under applicable legal principles.

19. Dissemination of Confidential Information shall be limited to the following persons:

(a) Parties, Experts, Professional Vendors, Insurers, the authors of the documents or the original source of the information, and/or any recipient of such document, including all addressees and persons listed as receiving copies or blind copies. Prior to disclosure of any Confidential Information to any Expert or Professional Vendor, such Expert or Professional Vendor must receive a copy of this

Order and agree to be bound by the terms of this Order by executing the Confidentiality Agreement annexed hereto as Exhibit A. Counsel that disclose Confidential Information to any Expert or Professional Vendor shall retain the signed Confidentiality Agreement.

(b) The United States District Court for the Northern District of Illinois (the "Court"), persons employed by the Court, and stenographers transcribing the testimony or arguments at a hearing, trial or deposition in this case or any appeal therefrom; and

(c) Prospective witnesses who may be required for purposes of this litigation to testify or be cross-examined at a deposition or trial on facts contained in the Protected Material and who have signed the Confidentiality Agreement annexed hereto as Exhibit A.

Counsel that disclose Confidential Information to any such person shall retain the signed Confidentiality Agreement.

**DISPUTES CONCERNING CONFIDENTIAL
DESIGNATIONS**

20. If any Receiving Party believes that Discovery Material that has been designated CONFIDENTIAL should not be so designated, such Receiving Party, after first attempting in good faith to resolve the disagreement with the Producing Party, may submit such dispute to the Court for resolution. The Court shall review the disputed Discovery Material and determine whether particular Discovery Material contains Confidential Information. The burden of persuasion in any such dispute shall be on the Designating Party.

21. Discovery Material claimed to contain Confidential Information that is subject to a dispute as to whether it does in fact contain Confidential Information shall, until further order of the Court, be treated as Confidential Information in accordance with the provisions of this Order notwithstanding the existence of such dispute.

FILING OF CONFIDENTIAL INFORMATION

22. All pleadings and briefs must be publicly filed. A Party filing a document which contains Confidential Information may redact only the Confidential Information. A Party may file a sealed supplement to its publicly filed pleading or brief, if necessary, to discuss in detail Confidential Information. Any such supplement shall be filed under seal pursuant to Local Rule 26.2 with a cover sheet which shall, pursuant to Local Rule 5.8, include the caption of this action, the signature of the attorney filing the document and a statement substantially in the following form:

RESTRICTED DOCUMENT PURSUANT TO L.R. 26.2
FILED UNDER SEAL PURSUANT TO PROTECTIVE
ORDER
DATED _____, 2004

23. All materials filed under seal shall be available to the Court and to counsel for the parties for viewing and/or copying. Filing documents under seal shall be without prejudice to any party's right to argue to the Court that such document is not confidential and need not be filed under seal. Redacted pages shall be filed in the public record.

24. Any interested member of the public may challenge the filing of material under seal.

25. The Court *sua sponte* may determine that any Discovery Material does not contain Confidential Information and should not be designated CONFIDENTIAL.

**PROTECTED MATERIAL SUBPOENAED OR
ORDERED PRODUCED IN OTHER LITIGATION**

26. If at any time Protected Material governed by this Order is subpoenaed by any court, administrative or legislative body, or by any other person or entity purporting to have authority to require the production thereof, the person to whom the subpoena is directed shall, within three (3) business days after receiving the subpoena, give written notice, and include a copy of the subpoena or request, to the Producing Party. The person to whom the subpoena is directed also shall provide the Producing Party a reasonable period of time (subject to applicable state or federal rules governing responses to such subpoena) in which to seek to quash the subpoena, or to move for any protection of the Protected Material, before the person to whom the subpoena is directed takes any action to comply with the subpoena.

**NO RESTRICTION ON PRODUCING PARTY'S USE OF
ITS DISCOVERY MATERIAL**

27. Notwithstanding any other provision of this Order, the Producing Party may disclose its own Discovery Material that it produces in the manner of its own choosing.

**INADVERTENT PRODUCTION OF PRIVILEGED
INFORMATION**

28. In the event that a Producing Party inadvertently produced a document that the Producing Party considers to be subject to any privilege or protection from disclosure, the Producing Party shall give written notice to Receiving Parties no later than ten (10) days after discovery by the Producing Party of the inadvertent production of such document. Such writ-

ten notice shall (a) identify the document and (b) state the nature of the privilege(s) or protection(s) asserted. Upon receipt of such notice, all Receiving Parties that have received a copy of such document promptly shall return it to the Producing Party and shall destroy any other copies thereof unless there is a pending good faith dispute about the privileged nature of the document.

29. In the event that only part of the document is claimed to be privileged or protected, the Producing Party shall furnish redacted copies of such document, removing only the part(s) thereof claimed to be privileged or protected, to all Receiving Parties, together with such written notice. Upon receipt of the redacted copy, each Receiving Party promptly shall return the unredacted copy to the Producing Party and destroy any other copies thereof unless there is a pending good faith dispute about the privileged nature of the part(s) of the document.

30. If a Receiving Party disputes in good faith the Producing Party's claim of privilege or protection, (a) the Receiving Party and Producing Party shall promptly meet and confer to attempt to resolve the claim of privilege or protection, and (b) the Receiving Party shall refrain from further using or otherwise disclosing the document or its contents or part(s) of the document claimed to be privileged or protected until the dispute is resolved.

PRIVACY CONSIDERATIONS

31. To the extent a Producing Party produces Discovery Material that may be subject to the Gramm-Leach-Bliley Act, 15 U.S.C. §6801, *et seq.*, or the Fair Credit Reporting Act, 15 U.S.C. §1681, *et seq.*, (e.g., financial and personal information of Household

International, Inc. customers), or any applicable state privacy provisions, such Discovery Material shall be deemed Confidential Information and subject to the protections of this Order. Production of such Discovery Material by a Producing Party in this litigation shall not be deemed to be a violation of either the Gramm-Leach-Bliley Act or the Fair Credit Reporting Act or any applicable state privacy provisions.

USE OF CONFIDENTIAL INFORMATION AT TRIAL

32. Prior to any trial in this action, the parties will cooperate to reach an agreement with respect to the use of Confidential Information at trial. The trial court, in its discretion, will determine whether any of the Confidential Information should become part of the public record.

RETURN OF DISCOVERY MATERIAL

33. Following the conclusion of this litigation, including without limitation any appeals or the expiration of the time for any appeals, and upon written instruction from the Producing Parties, all Discovery Material shall be returned by the Receiving Party to the Producing Party, or, at the election of the Receiving Party, counsel for the Receiving Party may certify in a letter to counsel for the Producing Party that all Discovery Material provided by that Producing Party has been destroyed.

RETENTION OF JURISDICTION

34. This Court shall retain jurisdiction to enforce the terms of this Order. This Order is without prejudice to the right of any party to seek additional protection from the Court to preserve the confidentiality of Protected Material, or to seek a modification of this Order, or such further protective order as justice may require.

CONTINUATION OF THIS ORDER

35. The provisions of this Order shall, absent further order of this Court, continue to be binding throughout and after the conclusion of this litigation, including without limitation any appeals.

AMENDMENTS

This Order may be amended by agreement of counsel for the parties, subject to approval of the Court.

IT IS SO ORDERED.

DATED: 11 - 05 - 04



THE HONORABLE NAN R. NOLAN
UNITED STATES MAGISTRATE JUDGE

Submitted by:

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Industry Union Management Pension Fund
and
The International Union of Operating
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Local No. 132 Pension Plan

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EXHIBIT A

CONFIDENTIALITY AGREEMENT

By my signature, I hereby acknowledge that I have read the [PROPOSED] PROTECTIVE ORDER, dated _____, 2004 (the "Protective Order") entered in *Lawrence E. Jaffe Pension Plan, v. Household International, Inc., et al.*, Lead Case No.: 02 C 5893, pending in the United States District Court for the Northern District of Illinois and hereby agree to be bound by the terms thereof. I agree not to disclose any Discovery Material designated CONFIDENTIAL to anyone other than persons listed in ¶19 of the Protective Order. I agree that to the extent that I or my employees are provided with Confidential Information, I will instruct such employees regarding the terms of the Protective Order and will ensure that such employees comply with the Protective Order. I further agree to subject myself to the jurisdiction of the United States District Court for the Northern District of Illinois with respect to all matters relating to compliance with this Confidentiality Agreement and the Protective Order.

Dated:

[Signature]

City and State where executed

Signatory's Name, Business Affiliation, and
Business Address

