

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 03-E-0106

**In the Matter of the Liquidation of
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF
STIPULATION AND AGREED CONFIDENTIALITY ORDER**

Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of the Home Insurance Company ("Home") moves this court to approve the attached Stipulation and Agreed Confidentiality Order, which has been executed by the Liquidator, and the Plaintiffs and Defendants Zurich-American Insurance Company, Zurich American Insurance Company of Illinois, and Steadfast Insurance Company in the cases captioned Fuller-Austin Asbestos Settlement Trust et al. v. Zurich-American Insurance Company, et al, San Francisco Superior Court Case No. CGC-04-431719, Western Asbestos Settlement Trust et al. v. Zurich-American Insurance Company, et al, San Francisco Superior Court Case No. CGC-04-436181 ("Western Asbestos"), PepsiAmericas, Inc. v. Zurich-American Insurance Company et al., San Francisco Superior Court Case No. CGC-05-442140, and Pneumo Abex LLC et al v. Zurich-American Insurance Company et al., San Francisco Superior Court Case No. CGC-05-442745. As reasons therefor, the Liquidator states as follows:

1. After the Liquidator filed the Liquidator's Motion for Protective Order on May 1, 2006 concerning the California Subpoenas issued to the Liquidator, the Liquidator and the parties to the California actions referred to above entered the Stipulation Regarding California Subpoenas And Liquidator's Motion For Protective Order. That Stipulation was filed on June

20, 2006, and the Court entered its Order Relative to Stipulation Regarding California Subpoenas and Liquidator's Motion for Protective Order approving the Stipulation on June 22, 2006.

2. Paragraph 9 of the Stipulation provided that the documents produced by the Liquidator "shall be subject to the terms of a confidentiality order to be presented to the Court by the parties jointly or on motion if agreement cannot be reached."

3. In accordance with paragraph 9 of the Stipulation, the parties have negotiated the terms of the attached Stipulation and Agreed Confidentiality Order to govern the production, and they jointly request that it be approved by the Court.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion for Approval of Stipulation and Agreed Confidentiality Order
- B. Enter an Order in the form submitted herewith APPROVING the Stipulation and Agreed Confidentiality Order, and
- C. Grant such other and further relief as justice may require.

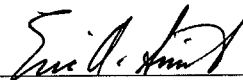
Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER OF
INSURANCE OF THE STATE OF NEW HAMPSHIRE
SOLELY AS LIQUIDATOR OF THE HOME
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By his attorneys,

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August 29, 2006

Certificate of Service

I hereby certify that a copy of the foregoing Motion for Approval of Stipulation and Agreed Confidentiality Order and the Proposed Order approving the motion were sent, this 29th day of August, 2006, by first class mail, postage prepaid to all persons on the attached service list.



Eric A. Smith

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of the Liquidation of
The Home Insurance Company
Docket No. 03-E-0106

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THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 03-E-0106

**In the Matter of the Liquidation of
The Home Insurance Company**

STIPULATION AND AGREED CONFIDENTIALITY ORDER

Pursuant to Paragraph 9 of the Stipulation Regarding California Subpoenas And Liquidator's Motion For Protective Order approved on June 22, 2006 ("Stipulation"), counsel for Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of the Home Insurance Company ("Home"), the Plaintiffs and Defendants Zurich-American Insurance Company, Zurich American Insurance Company of Illinois, and Steadfast Insurance Company ("Zurich Defendants") in the cases captioned Fuller-Austin Asbestos Settlement Trust et al. v. Zurich-American Insurance Company, et al, San Francisco Superior Court Case No. CGC-04-431719, Western Asbestos Settlement Trust et al. v. Zurich-American Insurance Company, et al, San Francisco Superior Court Case No. CGC-04-436181 ("Western Asbestos"), and PepsiAmericas, Inc. v. Zurich-American Insurance Company et al., San Francisco Superior Court Case No. CGC-05-442140, and the Plaintiffs in the case captioned Pneumo Abex LLC et al v. Zurich-American Insurance Company et al., San Francisco Superior Court Case No. CGC-05-442745 (the "California Actions") (collectively, the "Parties") hereby stipulate and agree that the terms and conditions of this Confidentiality Order shall govern the handling of all Confidential Materials produced by the Liquidator pursuant to the Stipulation and the Subpoenas ("Subpoenas") issued to The Home Insurance Company In Liquidation, Roger A.

Sevigny, Insurance Commissioner of the State of New Hampshire in three of the California Actions.

IT IS HEREBY ORDERED THAT:

1. When used in this Confidentiality Order, the following words shall have the following meanings:

(a) “Documents” means (1) all written, recorded or graphic matter whatsoever produced by the Liquidator in response to the Subpoenas and (2) any copies, reproductions, or summaries of the foregoing, including microfilm copies or computer images;

(b) “Disclose” means to show, give, make available, reproduce, communicate, or excerpt any Documents, or any part or contents thereof.

(c) “Confidential Materials” means Documents which have been designated as “Confidential” in accordance with paragraph 3 below, including the portions of deposition testimony concerning Documents so designated as “Confidential”.

2. In ordering the procedures set forth below, the Court has considered and relied upon the following factors:

(a) It is desirable for the Liquidator and the parties in the California Actions and their respective counsel to coordinate their efforts and to address document production in the most expeditious fashion possible, with a minimum of burden, expense, disputes, and delay;

(b) The Subpoenas may involve commercially sensitive, confidential, or proprietary information relating to the operations of the Parties, some of which may be among the subject matter of Documents sought by the parties and their counsel. The purposes of this Confidentiality Order are to ensure that the Parties can address the discovery with a minimum of delay and expense, to prevent disclosure of Confidential Materials to non-Parties except as

necessary for the prosecution or defense of the California Actions, and to prevent the improper use by Parties for purposes other than the prosecution or defense of the California Actions of Confidential Materials obtained through the Subpoenas;

(c) The Parties and the Court believe that entry of this Confidentiality Order will permit discovery to proceed more expeditiously and with less expense by reducing the need for Parties and non-Parties to file motions for protective orders and by avoiding disputes over Confidential Materials. Should the Parties determine in the future that an additional level of confidentiality is necessary for certain types of Confidential Materials, such as Confidential Materials - Attorney's Eyes Only, the Party or Parties proposing such amendment to this Confidentiality Order shall so move the Court.

3. If a Party believes in good faith that any particular Documents are entitled to confidentiality under New Hampshire Superior Court Rule 35(c), such Party may designate such Documents as "Confidential" by placing or affixing on such material a notation which reads substantially as follows:

"CONFIDENTIAL - Protected by Court Order".

4. A Party may challenge a confidential designation by notifying all other parties that it believes the designation is improper. The Parties shall meet and confer within 15 days of the written objection to attempt to resolve their differences regarding the designation. If the Parties are unable to reach agreement as to the proper designation of the material, the objecting Party may bring a motion before the Court for an order directing the producing Party to remove the confidential designation but the Party seeking to maintain the confidential designation shall have the burden of proof before the Court. Pending resolution by the Court, the confidential designation shall remain in effect.

5. All Confidential Material shall be used solely for the purposes of conducting the prosecution and defense of the California Actions. Except by order of the Court, such Confidential Materials shall not be used by any person or entity other than the producing Party for any other purpose, including, without limitation, any business or commercial purpose or in the prosecution or defense of any other action.

6. Confidential Materials shall not be disclosed to any person or entity except in accordance with the terms, conditions, and restrictions of this Confidentiality Order.

7. Subject to the terms, conditions, and restrictions of this Confidentiality Order, Confidential Materials may be disclosed only to the following persons and only to the extent such persons have a legitimate need to know the particular Confidential Materials disclosed to them:

(a) Counsel working on the California Actions on behalf of any Party and such counsel's employees assigned to perform duties in connection with the prosecution or defense of this action;

(b) In-house counsel, and such other persons regularly employed by the Parties or their affiliates and parents, to the extent necessary for the prosecution or defense of the California Actions;

(c) Employees of Parties to the California Actions who are involved in the handling, evaluation or analysis of the matters asserted in this action;

(d) Employees of Parties or counsel to the California Actions who are involved in reorganizing, filing, storing, or retrieving data, documents or designating programs for handling data in connection with this action, including the performance of such duties in relation to a manual or computerized litigation support system;

- (e) Witnesses or potential witnesses in the California Actions;
- (f) Experts, consultants and private investigators retained or specially employed by counsel concerning the prosecution or defense of the California Actions and their secretarial and clerical employees who are actively assigned by them to perform duties in connection with the prosecution or defense of those actions;
- (g) Court reporters and other persons involved in recording deposition testimony in the California Actions;
- (h) Employees of copying or microfilming services utilized with respect to the California Actions or the prosecution or the defense thereof;
- (i) Employees of third party contractors performing one or more of the functions described in sub-paragraph (c) above for one or more of the Parties to the California Actions;
- (j) Reinsurers, retrocessionaires, accountants, auditors of any Party to the California Actions;
- (k) State or federal regulatory agencies of any Party to the California Actions;
- (l) The Court and any persons employed by the Court whose duties require access to any information in connection with this proceeding and the California Court and any persons employed by the California Court whose duties require access to any information in connection with the California Actions.

8. Before disclosing any Confidential Materials, or the contents thereof, to any person specified in paragraph 7(a) through 7(j) above disclosing counsel shall advise such persons of the provisions of paragraphs 5 and 6 of this Confidentiality Order and that such person is (1) to be bound by the terms hereof, (2) to maintain the received Confidential Materials in confidence, and (3) not to disclose the received Confidential Materials to anyone other than in

accordance with the terms of this Confidentiality Order. All deposition witnesses shall be given a copy of this Order by the party taking the deposition and are hereby ordered (1) to maintain any received Confidential Materials in confidence and (2) not to disclose the received Confidential Materials to anyone other than in accordance with the terms of this Confidentiality Order.

Further, any expert, consultant, or private investigator, other than one who is a present employee of the producing party, must in addition sign a written certification in the form of the attached Exhibit "A" hereto. Each party shall maintain a file containing such certifications.

9. Any Party who receives a subpoena or document request in an unrelated action, a Court Order or request from a governmental agency seeking the production of Confidential Materials subject to this Order, shall provide written notice of the request within ten (10) business days to the Party who produced and/or designated the Confidential Materials so that it may contest such subpoena, request, or order. If the Party whose documents or information are subject to this Confidentiality Order fails promptly to seek, and thereafter obtain, an appropriate protective order, the Party responding to the subpoena, request or order shall not be deemed in breach of this Confidentiality Order by producing Confidential Materials sought by the subpoena, request or order. A request for purposes of this paragraph shall include, without limitation, a subpoena, a Court order or a request from a governmental agency.

10. In the event that any question is asked at a deposition that calls for or requires the disclosure of Confidential Materials, any Party may request at the deposition that the portion of the deposition transcript relating to such question be treated as "Confidential." The Parties are encouraged to make such requests during or immediately after the session of the deposition in which confidential information is disclosed. However, except as stated in the next sentence, requests shall be made no later than 30 days from receipt of the transcript which the Party seeks

to have treated as “Confidential.” Upon proper request of any Party, the reporter shall separately bind or otherwise separate or segregate the portion(s) of the transcript containing the Confidential Material, and any exhibits to the deposition transcript marked “Confidential,” and shall mark each and every page of such portion(s) and exhibits substantially as follows:

“CONFIDENTIAL - Protected by Court Order”

Further, any other media containing designated Confidential Material, including but not limited to video tapes of depositions and computer disks shall be clearly labeled as “CONFIDENTIAL - Protected by Court Order.”

11. Filing of Pleadings Containing Confidential Materials in California Actions:

Confidential Materials filed or used in the California Actions shall be filed under seal pursuant to California Rules of Court, Rule 243.1 *et seq.*

12. If a Party inadvertently produces any Documents that it considers privileged or protected material, in whole or in part, it may retrieve such Documents or parts thereof as follows:

(a) Within 30 calendar days of the discovery of the inadvertent production, the producing Party shall give written notice to all Parties who received copies of the Documents that the producing Party claims the Documents to be privileged or otherwise protected material, stating the nature of the privilege or protection.

(b) Upon receipt of such notice, all Parties who have received copies of the produced Documents shall cease using such Documents and, to the extent practical, return them to the producing Party. In the event only part of a Document is claimed to be privileged or protected, the producing Party shall furnish redacted copies of such Document to all Parties within 10 calendar days after such Document has been returned.

(c) After timely service of such notice, no motion to compel the production of the produced Document may rely on an allegation that any privilege or protection as to the Document was waived by its production.

(d) Nothing in this section shall preclude any recipient of such notice from promptly moving for an order compelling production of such Document on the ground that the claim of privilege or protection is not well founded. In such event, the Document may be reviewed by the Court or Referee to determine if the claim of privilege is well founded.

(e) Nothing in this Confidentiality Order absolves any Party or its counsel from any ethical obligation it may have upon determining that it has received any materials or communications that are inadvertently sent to it. Any such materials or communications shall be immediately returned to the producing Party or its counsel. Nothing in this Order limits any Party's right to bring a motion to compel the return or preclude the use of a privileged or protected Document that has been inadvertently produced or sent out.

13. Any Document that a Party has inadvertently failed to designate as "Confidential" may be retrieved by the Party in accordance with the procedure set forth in paragraph 12. The retrieving Party shall re-produce such documents, designating them "Confidential" according to the procedures set forth herein, as soon as possible after retrieval.

14. Nothing in this Confidentiality Order shall prohibit a Party from seeking further protection of Documents or Confidential Materials by stipulation among all the Parties or by application to the Court.

15. This Confidentiality Order is without prejudice to any Party's right to assert the attorney-client, work product or other privileges, or to any other Party's right to contest such assertion.

16. This Confidentiality Order shall not govern the use by a Party of any copies of Documents lawfully obtained other than under the Subpoenas notwithstanding the fact that the Party either produces that Document in the course of discovery in the California Actions or received a copy of that Document through discovery in the California Actions.

17. Nothing in this Confidentiality Order restricts the use the Liquidator may make of any Documents produced by him, including those the Liquidator has designated as “Confidential.”

18. Within ninety (90) days of the conclusion of the California Actions, including all appeals, all documents or other data designated as Confidential Materials and all copies thereof, in the possession of or under the control of any Party or employee thereof, counsel retained by such Party, or retained expert or consultant, shall, at the designation of the producing Party, either be destroyed promptly or returned to counsel for the producing Party that designated the information as Confidential Materials, unless otherwise specifically agreed in writing by the producing Party. However, subject to the terms of this Confidentiality Order, counsel for the Parties may retain copies of briefs and other papers that contain or constitute such Confidential Materials, including correspondence, deposition transcripts and exhibits, trial exhibits of record and attorney’s work product (including copies of annexed materials that have been designated as Confidential Materials). Any such briefs and other papers shall continue to be treated pursuant to the terms of this Confidentiality Order. Counsel signing this Confidentiality Order shall provide producing Parties with a letter certifying compliance with the requirement of this paragraph. Notwithstanding the dissolution or modification of this Confidentiality Order as set forth in Paragraph 19 below, in the event a Party or retained expert or consultant refuses to destroy

and/or return documents, refuses to certify compliance, or otherwise violates this provision, the Court shall retain jurisdiction to enforce its terms.

19. This Confidentiality Order shall continue to be binding after the conclusion of the California Actions except that a Party may seek the written permission of the producing Party or further order of the Court with respect to dissolution or modification of this Confidentiality Order. The Court shall retain jurisdiction to enforce or modify this Order.

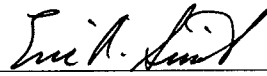
Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER OF
INSURANCE OF THE STATE OF NEW
HAMPSHIRE, SOLELY AS LIQUIDATOR OF
THE HOME INSURANCE COMPANY

By his Attorneys,

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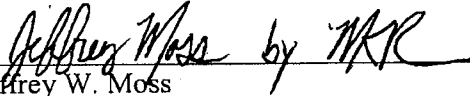


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Dated: August 29, 2006

PLAINTIFFS IN THE MATTERS CAPTIONED
*FULLER-AUSTIN ASBESTOS SETTLEMENT
TRUST ET AL. V. ZURICH-AMERICAN
INSURANCE COMPANY, ET AL.* (SAN
FRANCISCO SUPERIOR COURT CASE NO.
CGC-04-431719), *WESTERN ASBESTOS
SETTLEMENT TRUST ET AL. V. ZURICH-
AMERICAN INSURANCE COMPANY, ET AOL*
(SAN FRANCISCO SUPERIOR COURT CASE
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INC. V. ZURICH-AMERICAN INSURANCE
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By their Attorneys,

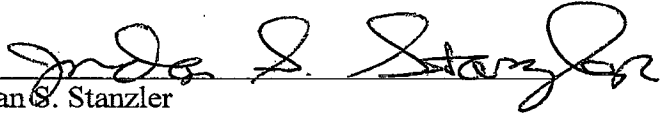


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*PNEUMO ABEX LLO ET AL. V. ZURICH-
AMERICAN INSURANCE COMPANY, ET AL.*
(SAN FRANCISCO SUPERIOR COURT CASE
NO. CGC-05-442475)

By their Attorneys,

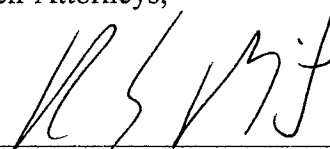


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STEADFAST INSURANCE COMPANY IN THE
MATTERS CAPTIONED *FULLER-AUSTIN
ASBESTOS SETTLEMENT TRUST ET AL. V.
ZURICH-AMERICAN INSURANCE COMPANY,
ET AL.* (SAN FRANCISCO SUPERIOR COURT
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ABEX LLO ET AL. V. ZURICH-AMERICAN
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