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FILED
U.S. DISTRICT COURT
DISTRICT OF WYOMING

FEB 27 2009

Stephan Harris, Clerk
Cheyenne

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ATTORNEYS FOR DEFENDANTS

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

WADE E. JENSEN and DONALD D. GOFF, §
individually and on behalf of all others §
similarly situated, §

Plaintiffs, §

v. §

Civil Action No. 06CV 273

SOLVAY CHEMICALS, INC., §
SOLVAY AMERICA, INC., and §
SOLVAY AMERICA COMPANIES §
PENSION PLAN, §

Defendants. §

**STIPULATED PROTECTIVE ORDER AND CONFIDENTIALITY AGREEMENT
FOR SENSITIVE PERSONAL INFORMATION**

Plaintiffs Wade E. Jensen and Donald D. Goff and Defendants Solvay Chemicals, Inc.,
Solvay America, Inc., and Solvay America Companies Pension Plan (collectively with Plaintiffs,

the “Parties”) agree that in the course of this litigation, they may need to disclose certain individuals’ sensitive personal information to opposing counsel, expert witnesses, or other persons. The Parties, therefore, respectfully submit this Stipulated Protective Order and Confidentiality Agreement for Sensitive Personal Information (“Sensitive Information Protective Order”).

Accordingly, on joint motion by the Parties, IT IS ORDERED that the following Sensitive Information Protective Order shall govern this case:

1. Definition of Sensitive Information – “Sensitive Information” means the following sensitive personal information of any individuals: their social security numbers, names of minor children, dates of birth, financial account numbers, and home addresses.

2. Restricted Use and Disclosure – Sensitive Information shall be used solely for the purpose of conducting this litigation, including any appeals, and not for any personal, business or other purposes whatsoever, and shall not be disclosed to any person or entity except as provided herein. Information or material designated as “Confidential” or “Sensitive Information” or copies or extracts therefrom and compilations thereof, may be disclosed, or otherwise communicated or made available in whole or in part only to the following persons, but only to the extent necessary for that person’s participation in this litigation, including any appeals:

- a. Plaintiffs Wade E. Jensen and Donald D. Goff and the individuals to which the sensitive personal information pertains;
- b. Officers, directors, or employees of Defendants to the extent necessary for their participation in this litigation;

- c. Attorneys for the Parties in this litigation including, without limitation, in-house attorneys; the staff and supporting personnel of such attorneys, such as paralegals, secretaries, stenographic and clerical employees and contractors; and outside copying, imaging, electronic discovery and presentation services, who are working on this litigation under the direction of such attorneys and to whom it is necessary that the materials be disclosed for purposes of this litigation;
- d. The Court and Court personnel (provided that such information is redacted in accordance with Federal Rule of Civil Procedure 5.2 and Local Civil Rule 8.2, or otherwise submitted under seal);
- e. Expert witnesses who are expressly retained or sought to be retained by a party as consultants or testifying experts for this litigation and their stenographic and clerical personnel;
- f. Any person from whom testimony is expected to be taken in this action;
- g. Court reporters, interpreters, and videographers employed by the Parties in connection with this action;
- h. Any other person designated by written stipulation of the Parties or by Court order.

3. Redacting Sensitive Information in Court Filings. Any party in this litigation may designate documents as Sensitive Information by physically or electronically marking them “Confidential” or “Sensitive Information” (collectively, “confidentiality designation”). Sensitive Information must be excluded or redacted from Court filings in accordance with Federal Rule of Civil Procedure 5.2 and Local Civil Rule 8.2.

4. Notice of Sensitive Information Protective Order – Prior to disclosing Sensitive Information, the disclosing counsel shall inform the person receiving the Sensitive Information that the information being disclosed is confidential and subject to this Sensitive Information Protective Order and that it may not be disclosed other than based on the terms of this Sensitive

Information Protective Order. The disclosing counsel shall also furnish the person with a copy of this Sensitive Information Protective Order. The disclosing counsel shall also forward the Acknowledgment and Non-Disclosure Agreement (“Acknowledgment”) to any expert witnesses (as defined in paragraph 3.e.) or any person from whom testimony is or will be taken in this action for the receiving person’s signature. The disclosing counsel shall retain a signed copy of the Acknowledgment. This paragraph shall not apply to disclosures made to the Court or Court personnel.

5. Inadvertent Failure to Designate – If a party inadvertently or unintentionally fails to designate a document or information as “Confidential” or “Sensitive Information” when producing or otherwise disclosing the document or information, such failure shall not be deemed a waiver in whole or in part of a party’s claim that the information should be protected. On discovery of such inadvertent or unintentional failure to designate, the producing party shall notify the receiving party of such failure immediately. As soon as the receiving party has received notice, the information must be treated as if it had been timely designated with the appropriate confidentiality designation under this Sensitive Information Protective Order. Should any Sensitive Information be disclosed, through inadvertence or otherwise by the receiving party to any person or party not authorized under this Sensitive Information Protective Order, then the receiving party shall (a) use its best efforts to obtain all hard copies and electronic copies of the document that it distributed or disclosed to persons not authorized to access such information, as well as any hard copies and electronic copies made by such persons; (b) use its best efforts to inform and bind such person to the terms of this Sensitive Information

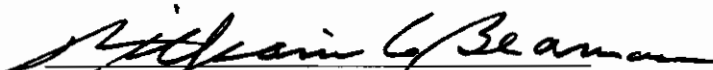
Protective Order; (c) promptly notify the producing party of the identity of such person; (d) provide such person with a copy of this Sensitive Information Protective Order and, as applicable, the Acknowledgment for the person's signature; and (e) retain a copy of the signed Acknowledgment, as applicable.

6. **Sensitive Information from Party's Own File** – Nothing in this Sensitive Information Protective Order shall preclude any party to this lawsuit or its counsel from disclosing or using, in any manner or for any purpose, any information or documents from the party's own files, which the party itself has designated as Sensitive Information under this Sensitive Information Protective Order.

7. **Other Protective Orders** – Nothing in this Sensitive Information Protective Order shall preclude the Parties from executing other protective orders or confidentiality agreements to protect confidential, trade secret, personnel or proprietary information.

8. **Continuing Jurisdiction** – This Sensitive Information Protective Order shall survive the final termination of this litigation, and the Court shall retain jurisdiction to resolve any dispute relating to any alleged violation of this Sensitive Information Protective Order.

Dated: February 26, 2009


Magistrate Judge

AGREED:

/s/ Richard Honaker (with written permission)
Richard Honaker
Honaker Law Offices, LC

/s/ Paul J. Hickey
Paul J. Hickey (#5-1431)
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PENSION PLAN, §

Defendants. §

ACKNOWLEDGMENT AND NON-DISCLOSURE AGREEMENT

I. I have read and received a copy of the Stipulated Protective Order and Confidentiality Agreement for Sensitive Personal Information ("Sensitive Information Protective Order") applicable to Cause No. 06CV-273; *Wade E. Jensen & Donald D. Goff v. Solvay*

Chemicals, Inc., Solvay America, Inc., and Solvay America Companies Pension Plan; in the United States District Court for the District of Wyoming.

2. I acknowledge receipt of materials designated "Sensitive Information" (hereinafter "Sensitive Information").

3. I understand the terms of the Sensitive Information Protective Order and agree to be fully bound by them. I understand, in particular, that any Sensitive Information, and any copies, excerpts or summaries thereof and materials containing Sensitive Information derived therefrom, may be used only for purposes of this litigation, and may not be shared with any individual not authorized to have access to the Sensitive Information as set forth in the Sensitive Information Protective Order, and may not be used for any other purpose, including without limitation, any business or commercial purpose.

4. I agree that during the pendency and after the final termination of this action and any related proceedings, I will hold in confidence and not disclose to anyone not qualified under the Sensitive Information Protective Order any material disclosed to me.

5. I further understand that failure to abide fully by the terms of the Sensitive Information Protective Order may subject me to sanctions for contempt of court and possibly civil liability for damages and other relief arising therefrom.

6. I hereby submit to the jurisdiction of the United States District Court for the District of Wyoming for purposes of any proceeding relating to the enforcement of the Sensitive Information Protective Order, including any proceeding related to contempt of Court.

7. Notwithstanding the foregoing, nothing in this Acknowledgment and Non-Disclosure Agreement shall prohibit me or any party from complying with any local, state, administrative or federal law or Court order.

Executed on _____, 2009 at _____
Location

Printed Name

Signature