

JUN 1 2005

LODGED _____ REC'D _____
PAID _____ DOCKETED _____



Below is an order of the court.



U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re)	
)	Case No.: 04-37154 elp 11
ROMAN CATHOLIC ARCHBISHOP OF)	
PORTLAND, OR and successors, a corporation)	AMENDED
sole.)	PROTECTIVE ORDER
)	(Nunc Pro Tunc 5/13/05)
Debtor in Possession.)	
_____)	

This Order relates to documents produced by any Party, including tort claimants, in the main bankruptcy case or in any of the insurance coverage adversary proceedings, Nos. 04-3326, 04-3373, 04-3375 ("Party" or "Parties"), whether produced by the Archdiocese or any insurer or any third party who may join this protective order.

1. Any Party may designate as "Confidential" any documents produced. Any document or material that has been or will be designated by a designating Party shall be marked with the word "Confidential" and shall not be disclosed, except to and among all the Parties and to present or former employees, insurance agents, counsel or expert witnesses as necessary in furthering

discovery in this action, in the absence of prior notice to the designating Party's counsel and counsel, if any, for priests who are referenced in such documents, as provided herein, except to:

- (a) The members, associates, and employees of any law firm representing any Party
- (b) Independent experts or consultants, who have been retained and requested by counsel for the Parties to furnish technical or expert services or to give technical or expert testimony in this action, and who agree in writing to be bound by the terms of this Protective Order; or
- (c) The Court, provided that any such Confidential information submitted to or filed with the Court shall be placed under seal and subject to release or inspection only by order of the Court or consent of the Parties.

2. Production of priests' medical records shall be subject to the right of an attorney representing such priests to lodge objections to the production of such documents with the Court. The Parties understand that certain documents produced by the Archdiocese to the claimants were redacted, and that copies of those redacted documents may be produced to the Insurers. The Insurers reserve their right to seek un-redacted copies of those documents; the Archdiocese reserves the right to contest such a request.

3. The Archdiocese is hereby ordered to produce copies of prior settlement agreements with tort claimants in the underlying actions. For those agreements with confidentiality provisions, both parties shall take reasonable measures to avoid disclosure of the tort claimant's identity, including but not limited to filing such documents under seal in any public filings or by identifying the tort claimants by initials.

4. If this action proceeds to trial or other hearing, the Court may enter any appropriate further order governing the use at trial or hearing of any material designated as "Confidential" under this Protective Order.

5. Nothing in this Protective Order shall prevent counsel for the Parties from agreeing at any time that certain documents or information otherwise covered by this Protective Order are not Confidential and need not be treated in accordance with the terms of this Protective Order.

6. Nothing herein shall prevent a Party from seeking any change or modification to this Protective Order, including but not limited to seeking to add persons to those designated in paragraph 1 to whom the documents produced pursuant to this order may be disclosed, or to use such documents in a deposition or hearing. Also, nothing herein shall foreclose any Party from requesting any further or additional protective orders. Also, nothing herein shall foreclose the Party insurers from cooperating and sharing documents and information between and among themselves in the course of conducting their participation in the main bankruptcy and/or the insurance coverage adversary proceedings, subject to the provisions in paragraph 12, *infra*. The Court reserves the right to make any changes or modifications to this Protective Order that it determines to be appropriate and to enter further orders, as appropriate, upon the request of any Party.

7. In the event that any Party disagrees with another Party's designation of any material as Confidential and/or wishes to remove from the restrictions of this order any document or information designated as Confidential by a designating Party pursuant to this order, it may object to the designation by notifying the designating Party in writing. Within five (5) court days of service of the written objections, the Parties shall confer in good faith to resolve such dispute. If the Parties are unable to reach agreement, the designating Party shall have fourteen (14) days from the date of the meet and confer conference to file a motion with the Court for protection under Federal Rule of Civil Procedure 26. If no such motion is filed within the stated time period, the material will no longer be deemed "Confidential" for purposes of this Order. If such a motion is timely filed, any disputed document or other material shall be treated as "Confidential" until the Court rules otherwise.

8. Nothing in this Order shall limit any producing Party's use of its own documents nor shall prevent any producing Party from disclosing its own Confidential documents or information to any person, and such disclosure shall not impair the "Confidentiality" designation hereunder so long as the disclosure is made in a manner that is reasonably calculated to maintain the

confidentiality of the documents or information. Nothing in this Order shall limit any Party's use of documents or information it has already obtained or that it obtains from other sources, even if a producing Party designates such document or information "Confidential" when produced hereunder. Nothing in this Order shall prevent or otherwise restrict counsel for the Parties to this action from rendering advice to their clients, and in the course thereof, relying on examination of marked Confidential documents or information, nor from transmitting such documents or information to their clients.

9. Nothing in this Order shall be deemed to relieve a Party from producing documents nor from making timely responses or objections to discovery requests. Nothing in this Order shall be deemed a waiver of any Party's right to oppose production of any documents or information, whether or not Confidential, upon any proper grounds.

10. Nothing in this Order shall be deemed to affect the requirements of ORS 179.495(1) and 42 CFR Chapter 1, Part 2.

11. Documents or information designated Confidential pursuant to this Order may also be disclosed if: (a) the Party who deemed the matter Confidential consents to disclosure; (b) the Court, after due notice to all affected Parties, allows such disclosure; or c) the Party to whom Confidential material has been produced thereafter becomes obligated to disclose the material in response to a lawful subpoena or as required by a governmental law enforcement or regulatory agency, provided that the subpoenaed or requested Party gives prompt notice of the subpoena or request to counsel for the Party to this action that made the designation, so that the designating Party may intervene, at its own expense, and seek judicial protection from the enforcement of the subpoena or disclosure of Confidential information to the governmental entity and/or entry of an appropriate protective order in the action in which the subpoena was issued.

12. Notwithstanding any other provision of this Amended Protective Order, the following documents and other records pertaining to tort claimants may only be distributed pursuant to the terms of this paragraph:

a. All documents and other records may be distributed to the insurers who assert in good faith that their policies may be or are alleged to be at risk on a claim.

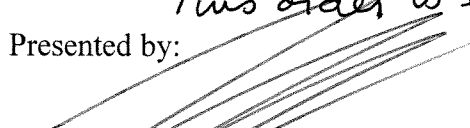
b. Documents and other records pertaining to tort claimants that contain the following information shall not be redistributed without the written consent of the individual tort claimant, except as provided in (c), below: (i) Protected Health Information as that is defined in Health Insurance Portability and Accountability Act ("HIPPA") and its effecting regulations, 45 C.F.R. 160 and 164 *et seq*; (ii) health records protected by ORS 179.505 and ORS 192.518 *et seq*.; (iii) financial information, including (but not limited to) federal and state tax records and returns; (iv) juvenile information afforded confidentiality by ORS 419A.255; and (v) documents and other records stamped as subject to existing protective orders (other than those produced by debtor from its files), which may only be distributed by filing addenda to the existing protective orders that add such insurer(s) as covered participants.

c. A party or insurer whose policy is alleged to be at risk on a particular claim and who has access to records covered by this paragraph who believes, in good faith, that a document or documents are relevant to a coverage defense of any party in an insurance coverage adversary proceeding may, after first requesting and being denied written consent as provided in subparagraph (b), *supra*, from the individual tort claimant who is the subject of the document or documents, petition the court for permission to share the document or documents with the other insurers whose policies may be at risk in claims filed in this bankruptcy case.

d. Other than as set forth in subparagraph (b) *supra*, the Party insurers may share and use documents and other records pursuant to paragraph 6, *supra*.

This order is entered nunc pro tunc 5/13/2005.

Presented by:



Joseph A. Field, OSB 94071
Field & Associates
610 S.W. Alder St. Suite 910
Portland, OR 97204
Tel. (503) 228-9115

Fax (503) 225 0276
E mail: joe@fieldlawfirm.com

-and-

SONNENSCHN NATH & ROSENTHAL LLP

8000 Sears Tower

Chicago, Illinois 60606

Telephone: (312) 876-8000

Facsimile: (312) 876-7934

Robert B. Millner (Pro Hac Vice)

Kevin Kamraczewski (Pro Hac Vice)

Attorneys for ACE Property & Casualty Co.

#