

substance of this Protective Order is, and is intended to be, equally binding upon it, him or her, as well as the parties and their counsel. Those experts and consultants shall not give, show or otherwise divulge any of the Confidential Information or any copies, prints, negatives or summaries thereof to any entity or person except as specifically provided by this Order.

3.

For purposes of this Order, "Confidential Information" means: (a) those documents and written responses, provided by Cooper Tire & Rubber Company in response to any formal or information discovery requests of plaintiff or the other parties in this litigation which in fact reveal confidential or trade secret information of Cooper Tire & Rubber Company as defined in S.C. Code 1976; 39-8-20, which are designated as confidential by Cooper Tire & Rubber Company by so indicating on the face of the writing with language reading "Confidential Produced Pursuant to Protective Order/Delgado v. Cooper Tire" or with similar language; (b) those pleadings served upon opposing parties and/or filed with the Court which referred to such Confidential Information and which are designated as confidential by so indicating on the face of the pleading with language reading "Confidential Information Pursuant to Court Order" or with similar language, and filed under seal, and those pleadings or other papers filed with the court that quote from or paraphrase confidential information; and (c) those deposition transcripts and exhibits which refer to such Confidential Information and which are designated as confidential by Cooper Tire either before or during the course of the deposition or within fourteen (14) days after receipt by Cooper Tire of the transcripts of said depositions. Cooper Tire shall apply any stamp of confidentiality to the documents to be produced so as not to obscure any information contained on said documents, preserving the legibility of all such documents in their entirety. Any stamp of confidentiality which Cooper Tire & Rubber Company may use on documents to be produced shall be placed in a manner

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which will not cover or have contact with any writing, print, photograph, graphics, chart, figures or any other information contained on said document.

4.

Counsel in this case may file a motion to lift specific documents from this Protective Order. The motion shall designate documents or things which such counsel desires to be lifted from the terms of this Protective Order.

5.

All Confidential Information and any pleading, motion or other paper filed with the Court disclosing any such Confidential Information shall be filed under seal and shall be kept under seal until further order of the Court; however, said information shall continue to be available to the Court and to such persons permitted access to such information under this Order.

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6.

Nothing in this Order shall be construed to prohibit plaintiff's attorneys in this action from disclosing documents and information to counsel for plaintiff retained in the preparation of prosecution of other similar claims ("similar cases") currently pending [or to be filed during the pendency of this action] against Cooper Tire & Rubber Company, so long as plaintiff's attorneys in this action provide Cooper Tire & Rubber Company with written notice of the counsel with whom the materials are to be shared 30 days prior to releasing any documents or information covered by this order to those counsel, such notice to include a list of the particular documents and information proposed to be released. Upon receipt of this notice, Cooper Tire may file an objection with the Court to the proposed disclosure. The proposed disclosure may not take place until the Court has ruled on Cooper Tire's objection. Before disclosing documents or confidential information to counsel for plaintiff in other "similar cases," Plaintiff's counsel must obtain a signed statement from

each such other counsel recipient agreeing to be bound by the terms of this Order, and agreeing to submit to the jurisdiction of this Court over their persons for the purposes of any action seeking to enforce this Protective Order or any action for contempt for violation of this Protective Order. "Similar cases" are defined to be cases involving allegations of defect related to steel belt tread separation in tires made by Cooper Tire & Rubber Company.

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Attorneys in other actions or proceedings against any of these defendants may also disclose documents covered by this Order to their consulting experts, but in the event that such experts are named to testify in other actions or proceedings, plaintiff's counsel shall produce at that time a list of all documents and information provided to those experts, which are covered by this Order, to counsel for defendants in the other actions or proceedings.

8.

Nothing in this Order shall be deemed a waiver by Cooper Tire of its right to (a) oppose discovery upon grounds other than that the documents and information sought constitute or contain Confidential Information; or (b) object on any ground to the admission in evidence, at the trial of this action, of any Confidential Information.

9.

Nothing contained in this Order shall prevent any party from using Confidential Information in connection with any trial, hearing, or other public proceeding in this matter.

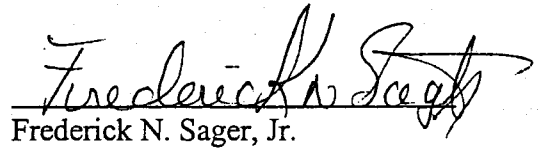
SO ORDERED, this 6th day of June, 2002.



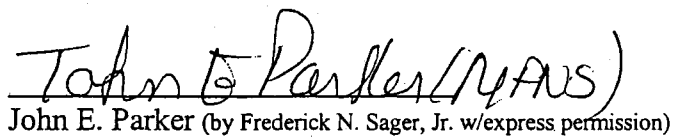
Circuit Court

Honorable Perry M. Buckner,
Administrative Law Judge
Fourteenth Judicial Circuit

Consented to:


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