

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

LIGGETT GROUP INC., et al.,)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 00C-01-207 HDR
)	
AFFILIATED FM INSURANCE)	
COMPANY, et al.,)	
)	
Defendants.)	

CONFIDENTIALITY ORDER

The parties, having taken into consideration the public interest and public policy factors associated with a confidentiality order in this action and for good cause, stipulate and agree, subject to approval by the Court, as follows:

1. "PROTECTED MATERIAL" is defined herein as a trade secret, other confidential research, development, privileged, proprietary or commercial information or material, or other sensitive information, the disclosure of which is likely to prejudice the rights of one or more parties hereto.

2. Any party or person involved in this litigation may, in good faith, designate as PROTECTED MATERIAL information or material disclosed, produced, or filed by that party or person in the course of this litigation. Said designation shall be done in the manner hereinafter set forth in Paragraphs 4, 5, 6, and 7, or by written agreement of the parties at any time.

3. Material designated as PROTECTED MATERIAL shall be used or disclosed solely in Liggett Group Inc. v. Affiliated FM Ins.

Co., et al., C.A. No. 00C-01-207-HDR (Del. Super. Ct. New Castle Co.) (referred to as the "Liggett Insurance Coverage Litigation") and in accordance with the provisions of this Confidentiality Order, and such PROTECTED MATERIAL shall not be used in any other litigation or for any other purpose not related to the claims in this action without further order of this Court. Nothing in this Confidentiality Order shall preclude any party or its representative from discussing with any other person the progress, theories, or legal strategies in the Liggett Insurance Coverage Litigation, as long as (in the case of any person or entity not described in Paragraph 8) the contents of the PROTECTED MATERIAL are not disclosed. PROTECTED MATERIAL may be disclosed only in accordance with Paragraph 8.

4. All or any part of a document or a tangible item disclosed, produced or filed by any party or person in the litigation may be designated as PROTECTED MATERIAL by the disclosing party or person by marking the words "PROTECTED MATERIAL - Liggett Insurance Coverage Litigation" on the face of the original of the document and each page so designated, or on the face of the photocopy of the document delivered by the disclosing party or person to the party to which the document is produced, and on the photocopies of each page so designated. All or any part of a tangible item disclosed, produced, or filed by any party or person in the litigation may be designated as PROTECTED MATERIAL by the disclosing party or person by marking the words "PROTECTED MATERIAL -- Liggett Insurance Coverage Litigation" on the face of the tangible item, if practicable, or

by delivering to the party to which disclosure is made, at the time of filing, disclosure, or production, written notice that such tangible item is PROTECTED MATERIAL.

5. Any person giving deposition testimony in this litigation may designate his or her testimony or any portion thereof, or deposition exhibits or any portion thereof, as PROTECTED MATERIAL by advising the reporter and all parties of such fact during the deposition, or within thirty (30) days after the deposition transcript is available. In addition, any party may so designate part or all of any deposition, or part or all of any deposition exhibit, as PROTECTED MATERIAL at the time of the deposition or within thirty (30) days after the deposition transcript is available. If a deposition or part thereof or exhibit thereto is filed with the Court and designated as containing PROTECTED MATERIAL, the deposition transcript and exhibits shall be filed in accordance with paragraphs 7 and 10 below.

6. All or any part of responses to interrogatories or to requests for admission or for production of documents may be designated as PROTECTED MATERIAL by the responding party by marking the words "PROTECTED MATERIAL -- Liggett Insurance Coverage Litigation" on the face of the response and each page so designated. If any such response contains PROTECTED MATERIAL of another party, the responding party shall designate the response as "PROTECTED MATERIAL."

7. Pursuant to Civil Rule 5(g)(3), portions of Court Records (as that term is defined by Rule 5(g) of the Del. Super.

Ct. Rules) that contain PROTECTED MATERIAL may be designated as PROTECTED MATERIAL by the party or parties filing said Court Record by marking the words "PROTECTED MATERIAL - Liggett Insurance Coverage Litigation" on each page of the Court Record containing PROTECTED MATERIAL. Court Records containing PROTECTED MATERIAL shall be filed by the parties as follows:

(a) One version of the Court Record which contains PROTECTED MATERIAL shall be filed with the Prothonotary under seal in an envelope marked "PROTECTED MATERIAL - Liggett Insurance Coverage Litigation" and bearing the caption of the case and title of the brief or affidavit, with one copy of such version marked "Judge's Copy" or, if appropriate, "Special Discovery Master's Copy," simultaneously furnished under seal in a similarly labeled envelope to the Court's chambers or to the Special Discovery Master.

(b) Consistent with Rule 5(g) of the Superior Court Civil Rules, within thirty (30) days of submitting the filing under seal, the party submitting the filing shall lodge with the Prothonotary a public version of the filing from which those portions of the filing containing PROTECTED MATERIAL have been redacted. A notation shall be made on the cover sheet, if any, and the first page of the filing that certain pages of the filing containing PROTECTED MATERIAL are filed under seal, subject to this Confidentiality Order, and have been deleted from the public version of the document.

(c) Any party who objects to the continued restriction on public access to any such filing shall give written notice of its

objection to the party or person seeking confidential treatment of the filing. To the extent the designating party or person seeks to continue the restriction on public access to the filing, it shall serve and file an application which sets forth the grounds for such continued restriction within seven (7) days after receipt of such written notice. This application shall also request a judicial determination whether good cause exists for the continued confidential treatment of the filing. In such circumstances, the Court shall promptly make such a determination.

(d) The Prothonotary shall promptly unseal any filing in the absence of timely compliance with the provisions of this paragraph.

8. Other than Court personnel (including court reporters), commercial photocopying firms, or as provided in paragraphs 10 and 11, access to PROTECTED MATERIAL shall be limited to the following persons, but only to the extent that such persons have a need to know such information:

(a) A party's directors, officers, employees and agents in connection with the prosecution, defense or supervision of the Liggett Insurance Coverage Litigation;

(b) A party's reinsurers and outside or in-house auditors;

(c) Federal, state and regulatory agencies, their employees and representatives to whom the parties have a statutory obligation to transmit or report concerning this action. Access to PROTECTED MATERIAL by regulatory agencies shall be limited to documents that the regulatory agencies reasonably need to review

in their roles as regulatory agencies;

(d) Counsel of record for the respective parties in the Liggett Insurance Coverage Litigation and employees of said counsel;

(e) Other Counsel for the respective parties in the Liggett Insurance Coverage Litigation and their employees who are assisting in the prosecution or defense of the Liggett Insurance Coverage Litigation;

(f) Experts and consultants (including independent experts) who are employed, retained or otherwise consulted by counsel or a party for the purpose of analyzing data, conducting studies, or providing opinions to assist, in any way, in the Liggett Insurance Coverage Litigation. Access to PROTECTED MATERIAL by experts or consultants shall be limited to documents that the experts or consultants reasonably need to review in their roles as experts or consultants.

9. Counsel of record shall inform each person to whom they disclose or give access to PROTECTED MATERIAL of the terms of this Confidentiality Order as well as the obligation to comply with those terms. Each expert or consultant who is given access to PROTECTED MATERIAL shall also sign a copy of the Commitment of Qualified Recipient Pursuant to Confidentiality Order. All copies of the signed Commitment shall be held in the sole possession of the party retaining said expert or consultant. The Commitment shall be considered work-product material which is privileged.

10. PROTECTED MATERIAL may be disclosed in a deposition in

this action, but the party or person disclosing it shall so advise the reporter. Any portions of any such depositions which contain PROTECTED MATERIAL either in testimony or exhibits, if filed, shall be filed with the Prothonotary under seal, bearing substantially the following designation on both the envelope under which the deposition is filed and each page of the deposition filed: "This portion of the deposition of _____, taken on _____, is subject to the Confidentiality Order of the Court in the Liggett Insurance Coverage Litigation. This portion of said deposition shall remain sealed until further Order of the Court."

11. PROTECTED MATERIAL may be disclosed to the Court in connection with any filing or proceeding in this litigation, but the party or person disclosing it shall cause the PROTECTED MATERIAL to be filed under seal with the Prothonotary in accordance with Paragraph 7 above. A copy of the papers submitted for filing to the Court may also be submitted to the judge or master expected to hear the matter provided that the judge or master is advised of the PROTECTED MATERIAL status of the papers, contents, or portions and is requested to dispose of the same in a manner consistent with the protections afforded by this Confidentiality Order.

12. Nothing in this Order shall be construed in any way to control the use, dissemination, publication or disposition by a party or person (a) of documents or information existing in the files of that party or person, as a result of previous discovery, prior to the date of the Confidentiality Order, or (b) of

documents or information received at any time by that party or person outside the course of the discovery process in this litigation. The privileged status, if any, of such documents or information shall be determined without respect to this Confidentiality Order.

13. Nothing in this Order shall be construed in any way as a finding that the PROTECTED MATERIAL does or does not constitute or contain proprietary information, trade secrets or other sensitive material. Any party or person may object, in writing, to the designation by another party or person of any information or documents as PROTECTED MATERIAL. Except with respect to Court Records (the procedure for which is set forth in Paragraph 7), the following procedure shall apply to such objections. Within fourteen (14) days of receipt of such objection, the party or person seeking protection shall, by motion, apply to the Court for a ruling, based upon a showing of good cause, that the information or documents shall be treated as PROTECTED MATERIAL. The party or person whose designations have been objected to also may move within fourteen (14) days to be given a reasonable time for reviewing the designated material to determine which documents, if any, will not be the subject of a good cause motion. If no motion is filed within such period, the information or documents shall not be treated as PROTECTED MATERIAL. If a motion is filed within such period, unless and until this Court enters an order to the contrary, the information or documents shall be treated as PROTECTED MATERIAL.

14. Production of documents in response to Requests for

Production of Documents in this litigation, which documents relate to underlying or potential underlying claims by third-parties against Liggett, shall not constitute a waiver of any claim of privilege or confidentiality in litigation with third-parties that is pending or may be filed in the future. Documents for which a privilege is claimed, produced in response to Requests for Production of Documents in this litigation, may be designated PROTECTED MATERIAL and subject to the provisions of this Order.

15. If a producing party or person produces information or documents that it considers PROTECTED MATERIAL, in whole or in part, without making the required designations on a timely basis in accordance with this Order, it may designate such information or documents or parts thereof after production as PROTECTED MATERIAL, provided, however, that to the extent such information or documents have been disclosed by any receiving person or party prior to such later designation, the producing party or person shall not be permitted to designate such information or documents as PROTECTED MATERIAL. The procedure for late designation is as follows:

(a) The producing party or person (i) must give written notice to all parties who received copies of the produced document that the producing party or person claims said document, in whole or in part, to be PROTECTED MATERIAL and (ii) must furnish labeled copies of the produced document designated as PROTECTED MATERIAL to all parties.

(b) Upon receipt of such notice and labeled copies, all

parties who have received unlabeled copies of the produced documents shall either promptly return all unlabeled copies to the producing party or person or certify to the producing party or person that all unlabeled copies have been destroyed, provided, however, that such obligation shall not apply to information or documents that may not be marked PROTECTED MATERIAL pursuant to this Paragraph 15.

16. Except as set forth below, upon termination of this lawsuit by judgment, and the expiration of any and all appeals therefrom, or by settlement among all parties, all parties shall return to counsel for such producing party or person all PROTECTED MATERIAL received from such party or person including all copies, prints, and other reproductions of such information, in the possession of the parties, their counsel, or retained experts or consultants. As an alternative to returning all or part of such PROTECTED MATERIAL, parties may certify to counsel for the producing party or person that they have destroyed all unreturned PROTECTED MATERIAL, including the manner, date and identity of the person or entity carrying out such destruction for documents not destroyed during the course of the litigation. Each insurer may retain such PROTECTED MATERIAL subject to the terms of this Confidentiality Order until the completion of any reinsurance claims involving that insurer that are related to this lawsuit. Upon the completion of such reinsurance claims, each insurer shall certify to plaintiffs that those claims involving that insurer are complete and also shall certify that the PROTECTED MATERIAL has been returned or destroyed as set

forth above.

17. This Confidentiality Order and the agreements embodied herein shall survive the termination of this action and continue in full force and effect.

18. This Order does not preclude any party or person from moving to have any other information or documents designated as protected in accordance with the rules of this Court. Any such additional information or documents designated as protected shall be treated as PROTECTED MATERIAL pursuant to the terms of this Order.

19. This Order may be amended by the Court for good cause and shall be amended to conform to any future amendments of the Rules of Civil Procedure for the Superior Court relating to the subject matter of this Order.

IT IS SO ORDERED this 19th day of June, 2000.

/s/ Henry duPont Ridgely
President Judge Henry duPont Ridgely

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Plaintiffs,)	
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v.)	C.A. No. 00C-01-207 HDR
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AFFILIATED FM INSURANCE)	
COMPANY, et al.,)	
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Defendants.)	

COMMITMENT OF QUALIFIED RECIPIENT
PURSUANT TO CONFIDENTIALITY ORDER

I hereby affirm that: (1) I have received and read a copy of the Confidentiality Order entered herein by the Court; (2) I understand the terms thereof and agree to be bound thereby; and (3) I am aware that a violation of such Order may result in a finding of contempt of Court.

In addition, I agree that if I am subpoenaed in any litigation to testify regarding PROTECTED MATERIAL, as that term is used in the Liggett Insurance Coverage Litigation, to which I have been given access by any party in the Liggett Insurance Coverage Litigation, I agree to be bound by the terms of the above-referenced Confidentiality Order to the extent allowed by law, and I shall give immediate notice of such subpoena to the counsel in the Liggett Insurance Coverage Litigation who disclosed or provided access to such PROTECTED MATERIAL to me and to each of the following persons:

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John E. James, Esq.
Potter Anderson & Corroon
Hercules Plaza
1313 North Market Street
P.O. Box 951
Wilmington, Delaware 19899

Donald E. Reid, Esq.
Morris, Nichols, Arsht & Tunnell
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899

Furthermore, I understand that, upon direction from the party or person from which I received the PROTECTED MATERIAL, I shall:

(a) return to counsel for the producing party or person all PROTECTED MATERIAL received from such party or person including all copies, prints, summaries and other reproductions of such information; or

(b) certify to counsel for the producing party or person that I have destroyed all unreturned PROTECTED MATERIAL, including the manner, date and identity of the person or entity carrying out such destruction.

DATE: _____, 2000

By: _____
[NAME]