

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re GARRETT MOTION INC., et al.,¹

Debtors.

GARRETT MOTION INC. and GARRETT
ASASCO INC.,

Plaintiffs,

v.

HONEYWELL INTERNATIONAL INC.,
HONEYWELL ASASCO LLC, HONEYWELL
ASASCO 2 LLC, HONEYWELL HOLDINGS
INTERNATIONAL INC., SU PING LU, and
DARIUS ADAMCZYK,

Defendants.

Case No. 20-12212 (MEW)

Chapter 11
(Jointly Administered)

Adversary Proceeding No. 20-1223 (MEW)

**STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF
CONFIDENTIAL AND HIGHLY CONFIDENTIAL
INFORMATION**

This matter having come before the Court by stipulation of Plaintiffs Garrett Motion Inc. and Garrett ASASCO Inc. and their affiliated chapter 11 debtors (the “Debtors”); Defendants Honeywell International Inc. (collectively with its subsidiaries, “Honeywell”), Honeywell ASASCO LLC, Honeywell ASASCO 2 LLC, Honeywell Holdings International Inc., Su Ping Lu, and Darius Adamczyk; and intervenors the Official Committee of Unsecured Creditors and the

¹ The last four digits of Garrett Motion Inc.’s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.



Official Committee of Equity Securities Holders (individually “Party” and collectively “Parties”)² for the entry of a protective order limiting the review, copying, dissemination, and filing of confidential and/or proprietary documents and information to be produced in the course of discovery in these matters to the extent set forth below; and the Parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation is being entered into to facilitate the production, exchange and discovery of documents and information that merits confidential treatment (hereinafter the “Documents” or “Testimony”) in (1) the above-captioned adversary proceeding and (2) the estimation of Honeywell’s claims against the Debtors, as ordered by the Court at the November 18, 2020 hearing (together, the “Matters”).
2. Any party may designate Documents produced, or Testimony given, in connection with the Matters as “confidential” or “highly confidential,” either by notation on each page of the Document so designated, statement on the record of the deposition, or written advice to the respective counsel for all affected parties, or by other appropriate means.
3. As used herein:
 - a. “Confidential Information” shall mean all Documents and Testimony, and all information contained therein, and other information designated as confidential, if such Documents or Testimony contain trade secrets, proprietary business information, competitively sensitive information, or other information the disclosure of which would, in the good faith judgment of the party designating the material as confidential, be detrimental to the conduct of that party’s business or the business of any of that party’s customers or clients.
 - b. “Highly Confidential Information” shall mean Confidential Information that is of such a private, sensitive, competitive, or proprietary nature that disclosure to persons other than those identified in paragraph 6 below is highly likely to cause serious business, competitive, or financial injury to the Producing Party’s business. A designation of information as Highly

² “Party” and “Parties” are signatories to this Stipulation and Order for the Production and Exchange of Confidential and Highly Confidential Information, and “party” and “parties” are any individuals or entities obligated to produce documents or give testimony in connection with this action.

Confidential shall be deemed to constitute a representation by the Producing Party that there is a valid basis therefor.

- c. “Producing Party” shall mean the party producing Confidential Information or Highly Confidential Information in connection with depositions, document production, or otherwise, or the party asserting the confidentiality privilege, as the case may be.
 - d. “Receiving Party” shall mean the party receiving Confidential Information or Highly Confidential Information in connection with depositions, document production, or otherwise.
4. The Receiving Party may, at any time, notify the Producing Party in writing that the Receiving Party does not concur in the designation of a document or other material as Confidential Information or Highly Confidential Information. The Producing Party and Receiving Party shall then meet and confer in good faith within seven (7) days of the written notification in an attempt to resolve the dispute. If the Producing Party does not agree to declassify such document or material within two (2) business days of the meet and confer, the Receiving Party may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as Confidential Information or Highly Confidential Information. If the motion is filed, the documents or other materials shall be deemed Confidential Information or Highly Confidential Information unless and until the Court rules otherwise. On such a motion, the Producing Party bears the burden of establishing the propriety of its designation of documents or information as Confidential Information or Highly Confidential Information.
5. Except with the prior written consent of the Producing Party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to:
- a. personnel of the Parties actually engaged in assisting in the preparation of the Matters for trial or other proceeding herein and who have been advised of their obligations hereunder;
 - b. counsel for the Parties and their associated attorneys, paralegals, and other professional and non-professional personnel (including support staff and outside copying services) who are directly assisting such counsel in the preparation of these Matters for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
 - c. expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with the Matters or to give testimony with respect to the subject matter of the Matters at the trial or

- other proceeding herein; provided, however, that such Confidential Information is furnished, shown, or disclosed in accordance with paragraph 8 hereof;
- d. the Court and court personnel;
 - e. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical, or other personnel of such officer;
 - f. trial and deposition witnesses, including potential witnesses reasonably anticipated to testify at trial or by deposition, if furnished, shown, or disclosed in accordance with paragraphs 10 and 11, respectively, hereof;
 - g. an author, signatory, or listed prior recipient of the document; and
 - h. any other person agreed to by the Producing Party.
6. Except with prior written consent of the Producing Party or by Order of the Court, Highly Confidential Information shall not be furnished, shown, or disclosed to any person or entity except to:
- a. in-house counsel of the Parties actually engaged in assisting in the preparation of the Matters for trial or other proceedings herein and who have been advised of their obligations hereunder;
 - b. outside counsel for the Parties to this action and their associated attorneys, paralegals and other professional and non-professional personnel (including support staff and outside copying services) who are directly assisting such counsel in the preparation of the Matters for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
 - c. expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with the Matters or to give testimony with respect to the subject matter of the Matters at the trial or other proceeding herein; provided, however, that such Highly Confidential Information is furnished, shown, or disclosed in accordance with paragraph 8 hereof;
 - d. the Court and court personnel;
 - e. the officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical, or other personnel of such officer;

- f. an author, signatory, or listed prior recipient of the document; and
 - g. any other person agreed to by the Producing Party.
7. Confidential Information and Highly Confidential Information shall be utilized by the Receiving Party and its counsel only for purposes of the Matters and for no other purposes.
8. Before any disclosure of Confidential Information or Highly Confidential Information is made to an expert witness or consultant pursuant to paragraph 5(c) or 6(c) hereof, counsel for the Receiving Party shall provide the expert's written agreement, in the form of Exhibit 1 attached hereto, to comply with and be bound by its terms. Counsel for the Receiving Party obtaining the certificate shall supply a copy to counsel for the other Parties at the time designated for expert disclosure, except that any certificate signed by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied, but shall be retained by counsel for the Receiving Party who originally obtained the certificate.
9. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of fifteen (15) days after a transcript of the deposition is received by counsel for each of the parties. At or before the end of such fifteen-day period, Parties may designate specific portion(s) of the transcripts that contain Confidential Information or Highly Confidential Information as such by informing all Parties in writing of the page and line numbers of those portion(s) of the testimony.
10. Should the need arise for any party to disclose Confidential Information or Highly Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, and the Parties cannot resolve any disputes over the disclosure of Confidential Information or Highly Confidential Information between themselves, the Party seeking to disclose Confidential Information or Highly Confidential Information shall request a conference with the Court in accordance with Judge Wiles's practices for conferences.
11. This Stipulation shall not preclude counsel for any Party from using during any deposition in this action any Documents or Testimony which have been designated as Confidential Information under the terms hereof. Any deposition witness who is given access to Confidential Information shall, prior thereto, be provided with a copy of this Stipulation and shall execute a written agreement, in the form of Exhibit 1 attached hereto, to comply with and be bound by its terms. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Parties to the Matters. In the event that, upon being presented with a copy of the Stipulation, a witness refuses to execute the agreement to be bound by this Stipulation, the Court shall, upon application, enter an order directing the witness's compliance with the Stipulation. For the avoidance of doubt, no witness may be

given access to Documents or Testimony that have been designated as Highly Confidential unless such witness is authorized to obtain access to such Documents or Testimony pursuant to paragraph 6.

12. A Party may designate as Confidential Information or Highly Confidential Information subject to this Stipulation any document, information, or deposition testimony produced or given by any non-party, or any portion thereof. In the case of Documents produced by a non-party, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the Party asserting the confidentiality designation. In the case of deposition Testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the transcript is received by counsel for the Party asserting the confidentiality designation. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such Documents and Testimony shall be treated as Confidential Information.
13.
 - a. A Party who seeks to file a pleading, brief, memorandum, or other paper (or attachment thereto) with the Court which reproduces, paraphrases, or discloses Documents or Testimony which have previously been designated as comprising or containing Confidential Information or Highly Confidential Information, shall, absent consent from the Producing Party to file such document on the public docket, make a request to file under seal pursuant to Judge Wiles's practices for sealing orders.
 - b. If the sealing request is granted, the filing party shall ensure that all documents that are the subject of the order to seal are filed in accordance with Judge Wiles's practices for sealing orders.
 - c. All pleadings, briefs, memoranda, or other paper (or attachment thereto) which reproduce, paraphrase, or disclose any documents which have previously been designated by a party as comprising or containing Confidential Information or Highly Confidential Information shall identify such documents by the production number ascribed to them at the time of production.
14. Any person receiving Confidential Information or Highly Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.
15. Any document or information that may contain Confidential Information or Highly Confidential Information that has been inadvertently produced without identification as to its "confidential" or "highly confidential" nature as provided in

paragraphs 2 and/or 12 of this Stipulation, may be so designated by the party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving Party identifying the document or information as “confidential” or “highly confidential” within a reasonable time following the discovery that the document or information has been produced without such designation.

16. In connection with the review of electronically stored information and hard copy documents for production (the “Documents Reviewed”) the Parties agree as follows:
 - a. to implement and adhere to reasonable procedures to ensure Documents Reviewed that the Producing Party claims are subject to a claim of attorney-client privilege, attorney work product, or other applicable privilege (“Protected Information”) are identified and withheld from production.
 - b. if Protected Information is inadvertently produced, the Producing Party shall take reasonable steps to correct the error, including a request to the Receiving Party for its return.
 - c. upon request by the Producing Party for the return of Protected Information inadvertently produced the Receiving Party shall promptly return the Protected Information and destroy all copies thereof. Furthermore, the Receiving Party shall not challenge either the adequacy of the Producing Party’s document review procedure or its efforts to rectify the error, and the Receiving Party shall not assert that its return of the inadvertently produced Protected Information has caused it to suffer prejudice.
17. Extracts and summaries of Confidential Information or Highly Confidential Information shall also be treated as confidential or highly confidential in accordance with the provisions of this Stipulation.
18. The production or disclosure of Confidential Information or Highly Confidential Information shall in no way constitute a waiver of each Producing Party’s right to object to the production or disclosure of other information in this action or in any other action.
19. This Stipulation shall, absent prior written consent of the Parties, continue to be binding after the conclusion of the Matters except (a) that there shall be no restriction on documents that are used as exhibits in Court (unless such exhibits were filed under seal); and (b) that a Receiving Party may seek the written permission of the Producing Party or further order of the Court with respect to dissolution or modification of any part of the Stipulation.
20. Nothing herein shall be deemed to waive any privilege recognized by law or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

21. Within sixty (60) days after the final termination of the Matters by settlement or exhaustion of all appeals, all Confidential Information and Highly Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed. In the event that any Receiving Party chooses to destroy physical objects and documents, such Party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the Parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts, and deposition and trial exhibits. This Stipulation shall not be interpreted in a manner that would violate any rules of professional conduct. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any Receiving Party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any party or their affiliate(s) in connection with any other matters.
22. This Stipulation may be changed by further order of this Court, and is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

By: /s/ Matthew Scheck

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*Proposed Attorneys to the Official
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Dated: December 22, 2020
SO ORDERED:

/s/Michael E. Wiles

The Honorable Michael E. Wiles,
U.S.B.J.

EXHIBIT "1"

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re GARRETT MOTION INC., et al., ³ <i>Debtors.</i>	Case No. 20-12212 (MEW) Chapter 11 (Jointly Administered)
GARRETT MOTION INC. and GARRETT ASASCO INC., <i>Plaintiffs,</i> v. HONEYWELL INTERNATIONAL INC., HONEYWELL ASASCO LLC, HONEYWELL ASASCO 2 LLC, HONEYWELL HOLDINGS INTERNATIONAL INC., SU PING LU, and DARIUS ADAMCZYK, <i>Defendants.</i>	Adversary Proceeding No. 20-1223 (MEW) AGREEMENT TO RESPECT CONFIDENTIAL AND HIGHLY CONFIDENTIAL MATERIAL

I, _____, state that:

1. My address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____.

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4. I had received a copy of the Stipulation for the Production and Exchange of Confidential and Highly Confidential Information (“Stipulation”) entered in the above-entitled cases on _____.
5. I have carefully read and understand the provisions of the Stipulation.
6. I will comply with all of the provisions of the Stipulation.
7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this action, any Confidential Information or Highly Confidential Information that is disclosed to me.
8. I will return all Confidential Information and Highly Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel for whom I received the Confidential Information or Highly Confidential Information.
9. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation in these cases.

Dated: _____
