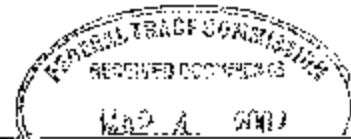




UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

MERGERS II



Direct Dial
202-326-2650

March 4, 2002

UNITED STATES OF AMERICA

IN SENATE, FEBRUARY 23, 1954

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the Matter of)

CHICAGO BRIDGE & IRON COMPANY N.V.)

a foreign corporation,)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

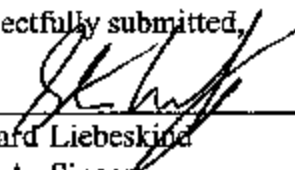
[REDACTED]

[REDACTED]

a corporation,)

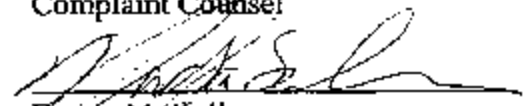
)

Respectfully submitted,



Richard Liebeskind
John A. Singer
Steven L. Wilensky
Cecelia Waldeck
Michael A. Franchak
Rhett R. Krulla
Federal Trade Commission
601 Pennsylvania Ave. N.W.
Washington D.C. 20580
(202) 326-2441

Complaint Counsel



Duane M. Kelley
Jeffrey A. Leon
Winston & Strawn
315 W. Wacker Drive
Chicago, IL 60601-9703
(312) 558-5600

Nada Sulaiman
Winston & Strawn
1400 L Street, N.W.
Washington, D.C. 20005
(202) 371-5700

Counsel for Respondents Chicago
Bridge & Iron Company N.V. and
Pitt Des-Moines, Inc.

UNITED STATES OF AMERICA
FEDERAL BUREAU OF INVESTIGATION

In the matter of

Chicago Bridge & Iron Company N.V.,
a foreign corporation,

Chicago Bridge & Iron Company,
a corporation,

and

Pitt Des-Moines, Inc.,
a corporation.

PROTECTIVE ORDER GOVERNING DISCOVERY MATERIAL

For the purpose of protecting the interests of the parties and third parties in the above captioned

3. "CB&I" means collectively Chicago Bridge & Iron Company N.V., a foreign corporation organized, and existing under the laws of The Netherlands, with its principal place of business at Polarisavenue 31, 2132 JH Hoofddorp, The Netherlands; and Chicago Bridge & Iron Company, a wholly owned subsidiary of Chicago Bridge & Iron Company N.V., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 1501 North Division Street, Plainfield Illinois 60544.

4. "PDM" means Pitt-Des Moines, Inc., a corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business at 1450 Lake Robbins

Drive Suite 400 The Woodlands Texas 77380

5. "Party" means either the FTC, CB&I or PDM.

6. "Respondents" means CB&I and PDM.

been produced by the FTC in this Matter, the Producing Party shall mean the FTC and the Third

Party that originally provided the Confidential Discovery Material to the FTC. The Producing

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

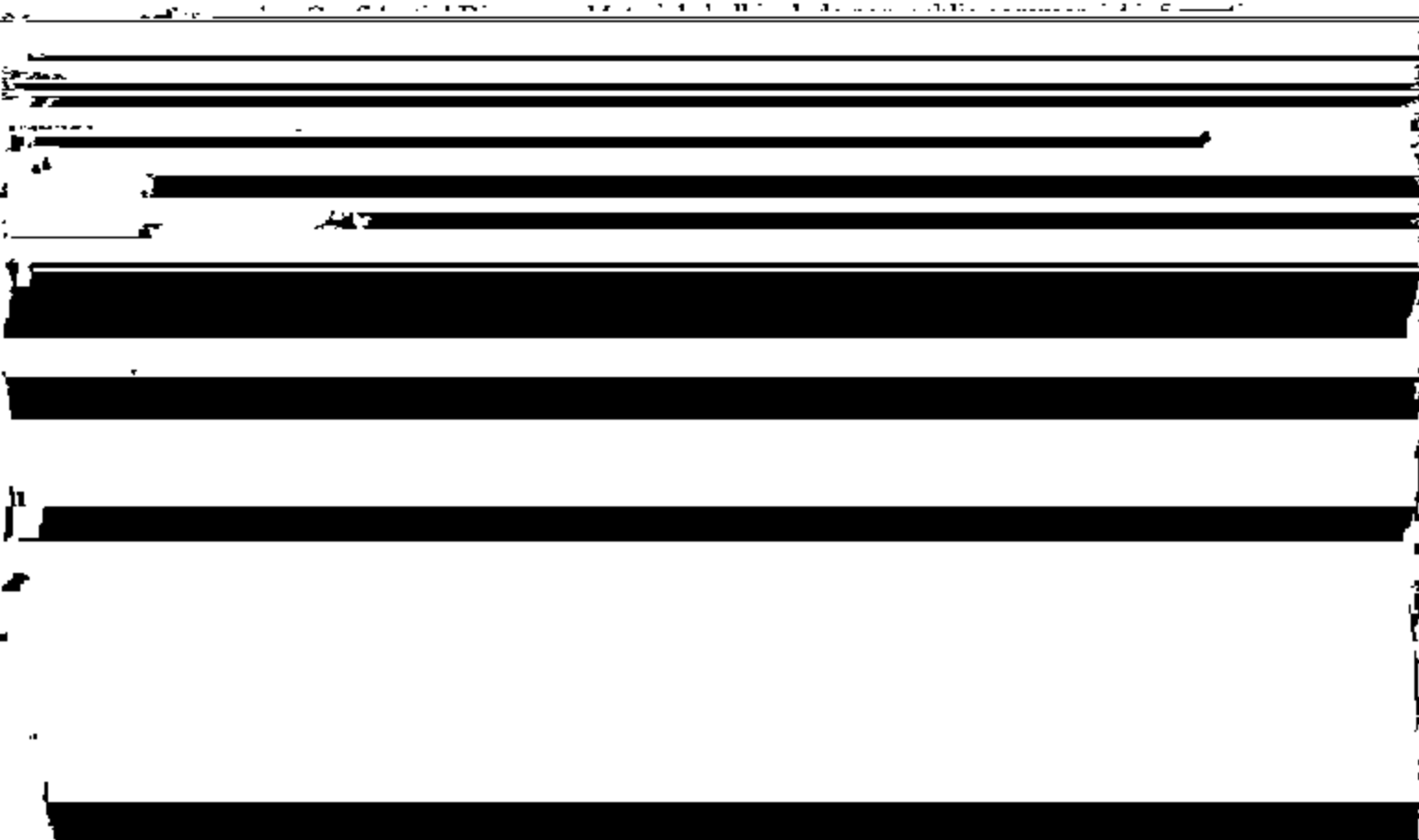
[REDACTED]

[REDACTED]

[REDACTED]

12. "Discovery Material" includes without limitation deposition testimony, deposition exhibits, interrogatory responses, admissions, affidavits, declarations, documents produced pursuant to compulsory process or voluntarily in lieu thereof, and any other documents or information produced or given to one Party by another Party or by a Third Party in connection with discovery in this Matter.

13. "Confidential Discovery Material" means all Discovery Material that is designated by a Producing Party as confidential and that is covered by Section 6(f) of the Federal Trade Commission Act, 15 U.S.C. § 46(f), and Commission Rule of Practice § 4.10(a)(2), 16 C.F.R. § 4.10(a)(2); or Section 26(e)(7) of the Federal Rules of Civil Procedure and precedents



engineering, fabrication or field-erection of welded steel plate storage tanks, as used in

Respondents' answer to the complaint in this Matter.

TERMS AND CONDITIONS OF PROTECTIVE ORDER

1. Discovery Material, or information derived therefrom; shall be used solely by the Parties for purposes of this Matter, and shall not be used for any other purpose, including

notation containing a reference to this Matter) to the first page of a document containing such

Confidential Discovery Material or by Parties by instructing the court reporter to denote each

Outside Counsel, Complaint Counsel, and to Experts/Consultants (paragraph 4(c), hereof) that

present current affairs - Director of Compliance of Welded Steel Plate Group - Tank Commission

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

issued by the FTC on January 31, 2001, and the transcript of an investigational hearing held with a third party on June 20, 2001, no presumption or other inference shall be drawn that material designated Restricted Confidential, Attorney Eyes Only is entitled to the protections of this paragraph.

40 [REDACTED]

[REDACTED]

the higher protection of Restricted Confidential, Attorney Eyes Only and to so designate such documents.

4. Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to anyone except to:

(a) Complaint Counsel and the Commission, as permitted by the Commission's Rules of Practice;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) witnesses or deponents employed by the Producing Party at trial or deposition;

[REDACTED]

incorporated herein by reference. For Respondent CB&I the designated individual is Robert H.

Wolfe, General Counsel and another appropriate individual to be named at a later date.

Respondent will give ten days notice to Complaint Counsel before allowing the additional designee to view any Confidential Discovery Material, during which time Complaint Counsel may object. Respondent will provide Complaint Counsel with the name and business affiliation of the individual, his job responsibility, and the identity of persons reporting to him and persons

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Public Protective Order and

expert by providing the disclosing Party with a written statement of the reasons for the objection. If the Producing Party timely objects, the disclosing Party shall not disclose the Confidential Discovery Material to the identified expert, absent a written agreement with the Producing Party or order of the Administrative Law Judge. The Producing Party lodging an objection and the disclosing Party shall meet and confer in good faith in an attempt to determine the terms of disclosure to the identified expert. If at the end of five (5) days of negotiations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

parties have not resolved their differences or if counsel determine in good faith that negotiations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

agreement with the Decisions, Decree or order of the Administrative Law Judge. The Decisions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

agreement with the Decisions, Decree or order of the Administrative Law Judge. The Decisions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

failed to resolve outstanding issues. The Producing Party and any other Parties shall have five days

to resolve the outstanding issues. If the Producing Party fails to resolve the outstanding issues within the five-day period, the Administrative

Parties shall maintain the pre-application status of the Confidential Discovery Material. Nothing in this Protective Order shall create a presumption or alter the burden of persuading the Administrative

material should be so designated and provides all the Parties with an appropriately labeled replacement. Respondents' counsel shall return promptly or destroy the unmarked documents.

.10. If Complaint Counsel: (a) receives a discovery request that may require the disclosure of a Third Party's Confidential Discovery Material; or (b) intends to or is required to disclose voluntarily

or involuntarily, a Third Party's Confidential Discovery Material (whether or not such disclosure is in response to a discovery request), Complaint Counsel shall promptly notify the Third Party of either

Sections 6, 10, and 21 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 50, 57b-2, or with Rules 3.22, 3.45 or 4.11(b)-(e), 16 C.F.R. §§ 3.22, 3.45 and 4.11(b)-(e).¹

Any Party or Producing Party may move at any time for *in camera* treatment of any Confidential Discovery Material or any portion of the proceedings in this Matter to the extent necessary for proper disposition of the Matter. An application for *in camera* treatment must meet the standards set forth in 16 C.F.R. § 3.45 and explained in *In re Dura Lube Corp.*, 1999 FTC LEXIS 255 (Dec. 23, 1999).

employees, agents, former employees, board members, directors, and officers.

~~The production or disclosure of any Discovery Materials is not subject to~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Protective Order that a Producing Party claims was inadvertent and should not have been produced or disclosed because of a privilege will not automatically be deemed to be a waiver of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

explanations provided by the Producing Party, and shall not be based on an argument that production or disclosure of the Discovery Material waived any privilege. In the event that only portions of the Discovery Material contain privileged subject matter, the Producing Party shall

return of the requested Discovery Material.

(c) Should the Party contesting the request to return the Discovery Material pursuant to

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

In the Matter of)

CHICAGO BRIDGE & IRON COMPANY N.V.)

a foreign corporation,)

CHICAGO BRIDGE & IRON COMPANY)

a corporation,)

and)

PITT DES-MOINES, INC.)

a corporation.)

Docket No. 9300

**DECLARATION CONCERNING PROTECTIVE
ORDER GOVERNING DISCOVERY MATERIAL**

I, [NAME], hereby declare and certify the following to be true

1. [Statement of employment]

2. I have read the "Protective Order Governing Discovery Material" (Protective Order") issued

by the Commission on _____, 2002, in connection with the above

Y

[REDACTED]

c. that upon the termination of my participation in this proceeding I will promptly return all Confidential Discovery Material, and all notes, memoranda, or other papers containing Confidential Discovery Material, to Complaint Counsel or Respondent's counsel, as appropriate.

4. I understand that if I am receiving Confidential Discovery Material as an Expert/Consultant, as that term is defined in this Protective Order, the restrictions on my use of Confidential Discovery Material also include the duty and obligation:

a. to maintain such Confidential Discovery Material in separate locked room(s) or locked cabinet(s) when such Confidential Discovery Material is not being reviewed;

b. to return such Confidential Discovery Material to Complaint Counsel or

assignment or retention; and

CERTIFICATE OF SERVICE

I hereby certify that I today caused a copy of the Joint Motion for Entering of Protective

The Honorable D. Michael Chappell
Federal Trade Commission
H-104
6th and Pennsylvania Ave. N.W.
Washington D.C. 20580

Administrative Law Judge

Jeffrey A. Leon, Esquire