ORDERED.

Dated: April 23, 2026

Catherine Peek McEwen
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re: THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

ORDER GRANTING AGREED MOTION FOR APPROVAL OF CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

THIS CASE came before the Court on March 19, 2026, at 3:00 p.m., upon the *Agreed Motion for Approval of Confidentiality Agreement and Protective Order* [Doc. No. 157] filed by the above-captioned debtor and debtor in possession (the "Debtor") for entry of this order

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

("Order") approving the confidentiality agreement and protective order (the "Agreement") between the Debtor and Liberty Mutual Insurance Company ("Liberty") regarding information produced in connection with the above-captioned chapter 11 case (the "Chapter 11 Case"). After considering the Motion and acknowledging the agreement of the parties, and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, as follows:

1. The Motion is **GRANTED.**

2. The Agreement attached hereto as **Exhibit A** is **APPROVED**.

3. Any similarly situated party may submit a confidentiality agreement and protective order to the Court that is identical to the form of Agreement attached as **Exhibit A**; *provided* that such similarly situated party may make non-substantive modifications to the form of Agreement as necessary to reflect that party's entry into the confidentiality agreement and protective order. To the extent the order submitted complies with this Court's ruling on confidentiality herein, the Court will accept and enter such order.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

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Submitted by:
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Attorney Patricia Redmond is directed to serve a copy of the Order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the Order.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
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In re: THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

This Confidentiality Agreement and Protective Order ("Agreement") shall govern the review, disclosure, and handling of any information produced by Liberty Mutual to the Debtor, the Committee of Asbestos Claimants, or David Neier, the Future Claimants' Representative (each a "Party" and, collectively, the "Parties"), either directly or indirectly, in connection with the above-captioned chapter 11 case (the "Chapter 11 Case"), including but not limited to, any documents produced in response to the Notice of Rule 2004 Examination (Documents Only) dated January 6, 2026 (the "Notice"). The information described above shall be referred to herein as "Protected Material"; provided, however, nothing herein shall bind the Office of the United States Trustee or the Bankruptcy Court with respect to the Protected Materials.

I. SCOPE AND LIMITATIONS.

This Order applies to the disclosure, handling, and use of Protected Material in the Chapter 11 Case and related proceedings, including, but not limited to, any and all: informal discovery; formal discovery in connection with any contested matter; discovery under Rule 2004 of the

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Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and materials produced, provided, or made available on a voluntary basis.

The protections conferred by this Order cover not only Protected Material, but also: (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Order do not cover the following information, whether or not it is Protected Material: (a) any information that is in the public domain at the time of disclosure to the Receiving Party (as defined below); and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality.

II. DURATION.

Even after Debtor's emergence from the Chapter 11 Case, the confidentiality obligations imposed by this Order shall remain in effect unless and until an order entered by the Bankruptcy Court directs otherwise. The Debtor's emergence from the Chapter 11 Case shall not relieve the Parties from their responsibility to maintain the confidentiality of Protected Material pursuant to this Order, and the Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order.

III. DESIGNATION OF PROTECTED MATERIAL.

Any Party that produces, provides, or makes available Protected Material (a "Producing Party") must designate Protected Material as "Confidential". With respect to Protected Material produced in documentary form (*e.g.*, paper or electronic documents or records, but excluding transcripts of depositions or other pretrial or trial proceedings), the Producing Party shall affix the legend "CONFIDENTIAL" to each page that contains Protected Material.

With respect to testimony given in deposition or in other pretrial or trial proceedings that concerns Protected Material, such testimony must be designated "CONFIDENTIAL" as appropriate by: (1) stating so orally on the record and requesting that the relevant portion(s) of testimony is so designated; or (2) providing written notice within fourteen (14) days of receipt of the final transcript from the court reporter that the relevant portion(s) of such transcript or recording of a deposition thereof is so designated, except in the event that a hearing on related issues is scheduled to occur within fourteen (14) days, in which case the foregoing fourteen (14) day period will be reduced to seven (7) business days. Until expiration of the aforesaid designation period, as applicable, following receipt of the transcript by the Parties, all deposition transcripts and recordings shall be considered and treated as Protected Material. A document previously designated as Protected Material that is marked as an exhibit during a deposition shall be treated as so designated at all times, regardless of whether the document/exhibit has been so marked by the court reporter.

Extracts, summaries, compilations, and descriptions of Protected Material and notes, electronic images, or databases containing Protected Material ("Derivative Information") shall be treated as Protected Material in accordance with the provisions of this Order to the same extent as the Protected Material or information from which such Derivative Information is made or derived.

IV. ACCESS TO AND USE OF PROTECTED MATERIAL.

4.1 Use of Protected Material.

A Party that receives Protected Material from the Producing Party (a "Receiving Party") may use such Protected Material solely for the purposes of the Chapter 11 Case and not for any other purpose, including any other litigation or judicial proceedings, or any business, competitive, governmental, commercial, or administrative purpose or function. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in Section 4.2 of this Order, and only for their use in connection with the Chapter 11 Case and not for any other purpose. When the Debtor emerges from Bankruptcy, a Receiving Party must comply with the provisions of Section IX below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

4.2 <u>Disclosure of Protected Material</u>.

Unless otherwise ordered by the Bankruptcy Court, a Receiving Party may disclose any Protected Material only to: (a) the officers, directors, employees, and counsel of the Receiving Party to whom disclosure is reasonably necessary for purposes of the Chapter 11 Case; and (b) where the Receiving Party is an Official Committee, its members, their counsel, and counsel and/or advisors that are retained by the Official Committee, each only to the extent that disclosure to such individuals is reasonably necessary for purposes of the Chapter 11 Case.

4.3 <u>Filing or Submitting Protected Material To Court</u>.

A Party may not file in the public record any Protected Material. A Party that seeks to file any Protected Material with the Bankruptcy Court must file such Protected Material under seal in accordance with the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the Bankruptcy Court. For the avoidance of doubt, this Order will not protect against public disclosure of any filing in the Bankruptcy Court that does not meet an exception to disclosure under 11 U.S.C. § 107, in accordance with the Rule 5005-4 of the Local Rules of the United States Bankruptcy Court for the Middle District of Florida.

All Protected Material for which a Party is requesting permission to file under seal ("Sealed Documents") pursuant to this Order, shall be filed in unredacted form in conformity with the sealing procedures set by the Clerk of the Bankruptcy Court. Such Sealed Documents shall be released by the Clerk of the Bankruptcy Court only upon further order of the Bankruptcy Court.

4.4 Use of Protected Material in Open Court.

As part of any pretrial conference or any meet-and-confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior to the use of any Protected Material at trial or any hearing to be held in open court, counsel for any Party who desires to offer or use such Protected Material at trial or any hearing to be held in open court shall meet and confer in good faith with the Debtor and Liberty Mutual, together with any other Parties who have expressed interest in participating in such meet-and-confer to discuss ways to redact the Protected Material so that the material may be offered or otherwise used by any party, in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such Protected Material, then the Party who desires to offer or use such Protected Material at trial or any hearing to be held in open court bears the burden of requesting relief from the Bankruptcy Court and, in the absence of such relief, such Protected Material shall not be offered or otherwise used at trial or any hearing held in open court.

V. PROTECTED MATERIAL DEMANDED, SUBPOENAED, OR ORDERED PRODUCED IN OTHER PROCEEDINGS.

If a Receiving Party is served with a subpoena or a court order issued in other proceedings that compels disclosure of any Protected Material, that Party must:

(a) promptly notify in writing the Debtor and Liberty Mutual. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other proceeding that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by Liberty Mutual.

If any person or entity who is not a Party to this Order requests or demands any Protected Material from any Receiving Party (including any Receiving Party's counsel or representative) – via a formal discovery request or otherwise – the Party or representative receiving such request or demand shall promptly notify the other Parties and Liberty Mutual as soon as practicable and provide copies of any writings or documents relating to such request or demand. The recipient of the demand or request shall, to the extent reasonably practicable and legally permissible, cooperate with Liberty Mutual to undertake the necessary steps to assert such applicable privileges, immunities, and rights to protect the confidentiality of the Protected Material. Liberty Mutual shall bear all costs associated with doing so, including the costs incurred by the recipient in taking any necessary steps.

If Liberty Mutual timely seeks a protective order regarding the Protected Material that is requested or demanded as described this Section V, the Party subject to the subpoena, order, request or demand shall not produce any Protected Material before adjudication of its request for a protective order, unless the Party has obtained Liberty Mutual's permission. Liberty Mutual shall bear the burden and expense of seeking protection in that Court of its confidential material. Nothing in this Order should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

VI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately: (a) notify in writing the Debtor and Liberty Mutual of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A. Disclosure of Protected Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Bankruptcy Court may deem appropriate.

VII. DEPOSITIONS.

7.1 Presence of Persons During Deposition Testimony.

Anyone who attends a deposition is subject to the provisions of this Order with respect to such deposition. When Protected Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall, upon request, be excluded from the portion of the deposition so designated.

7.2 Responsibilities And Obligations Of Court Reporters.

In the event that testimony is designated as Protected Material, the court reporter, who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the cover page of each such transcript the legend, "This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith," and each page of the transcript shall include the legend "CONFIDENTIAL", as appropriate. If the deposition is recorded, the recording shall also be subject to the same level of confidentiality as the transcript and include the legend "CONFIDENTIAL," as appropriate, if any portion of the transcript itself is so designated.

XIII. MISCELLANEOUS.

8.1 Right to Further Relief.

Nothing in this Order abridges the right of any person to seek its modification by the Bankruptcy Court in the future, including as this Order applies to any particular contested matter.

8.2 Right to Assert Other Objections.

Nothing in this Order waives any right by a Party or other entity that it otherwise would have to object to the disclosure or production of any information or item on any ground other than confidentiality, including, but not limited to, assertion of the attorney-client privilege or work product doctrine. Similarly, no Party or other entity waives any right to object on any ground to the use in evidence of any of the material covered by this Order.

8.3 Continuing Applicability Of Order.

The provisions of this Order shall survive the Debtor's emergence from Bankruptcy for any retained Protected Material. The Debtor's emergence from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of Protected Material pursuant to this Order, and the Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order.

8.4 Obligations Of Parties.

Nothing herein shall relieve a Party of its obligations under the Federal Rules, Bankruptcy Rules, Local Rules, any existing joint defense or common interest agreements, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with any dispute or the Chapter 11 Case.

8.5 Advice Of Counsel.

Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Chapter 11 Case and, in the course thereof, relying on examination of Protected Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.

8.6 Enforcement.

The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Bankruptcy Court.

IX. FINAL DISPOSITION.

Within 90 days after the conclusion of the Debtor's emergence from Bankruptcy, unless otherwise ordered by the Bankruptcy Court, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, Derivative Information, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party by the 90 day deadline that: (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, the Parties' respective outside counsel ("Outside Counsel") are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. A Receiving Party's obligations under this paragraph shall not require the destruction or return of Protected Material by Outside Counsel that is stored on backup storage or in archiving solutions made in accordance with regular data backup procedures for disaster recovery or litigation hold, provided that Outside Counsel maintains the confidentiality thereof in accordance with this Order. If a Receiving Party chooses to take all commercially reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Protected Material remains confidential, the terms of this Order shall remain binding.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I,____________________________________[print or type full name], of ______________________________________ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court") on __________________ in the chapter 11 case of The Stephan Co., (Case No. 8:25-bk-08937) (the "Order"). I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order. I further agree to submit to the jurisdiction of the Bankruptcy Court for the purpose of enforcing the terms of this Confidentiality and Protective Order, even if such enforcement proceedings occur after termination of the Chapter 11 Case (as defined in the Order).

Date: ______________________________________

City and State where sworn and signed: _________________________________

Printed name: _______________________________

Signature: __________________________________