

From: [Abrams, Jill](#)
To: [Hardimon Butler, Kayla](#)
Subject: Public Records Request by Alston & Bird
Date: Wednesday, January 18, 2023 4:15:00 PM
Attachments: [VT PRR.zip](#)

Dear Kayla,

Attached are the non-privileged documents responsive to the Alston & Bird public records request, consistent with the parameters we discussed during our Dec. 23, 2022 telephone discussion and as summarized in my Dec. 23, 2022 email.

Jill

Jill S. Abrams (she/her)

Director, Consumer Protection and Antitrust Unit
Office of the Vermont Attorney General
109 State Street
Montpelier, Vermont
(802) 828-1106

MEMORANDUM OF UNDERSTANDING

I. Purpose:

120 The United States Drug Enforcement Administration (DEA) and the State Attorneys General participating in multistate investigations into distributors (Distributor Multistate AGs) are resolute in having effective coordination and harmonious cooperation in combatting the diversion of controlled pharmaceuticals. The Distributor Multistate AGs are from the States of Alabama, Arizona, California, Colorado, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee and, Texas, Utah, Vermont, Virginia, Washington, and Wyoming. The Executive Committee of the Distributor Multistate AGs is comprised of Attorneys General from the states of Connecticut, Florida, Iowa, New York, Massachusetts, North Carolina, Pennsylvania, Rhode Island, Tennessee, and Utah. These Executive Committee State Attorneys General are primarily responsible for conducting the distributor multistate investigations. Consistent with the limitations on disclosure set forth herein, the Distributor Multistate AGs may also use ARCOS data and other information designated as Confidential Information under this agreement, for any state or multistate investigations relating to entities other than distributors that the Distributor Multistate AGs determine should be investigated in furtherance of combatting diversion in the opioid market.

This Memorandum of Understanding (MOU) establishes procedures and guidelines for the disclosure of Automation Reports and Consolidated Orders System (ARCOS) data and any other relevant documents that may contain Confidential Information between the DEA and the Executive Committee states of the Distributor Multistate AGs, as well as any State Attorney General's Office now in, or that subsequently joins the distributor multistate investigations, and that signs this MOU. Any State Attorney General's Office that signs this MOU will have access to ARCOS data and other Confidential Information pertaining to all states consistent with the terms and conditions of this MOU.

II. Background:

ARCOS is an automated, comprehensive drug reporting system which monitors the flow of DEA controlled substances from their point of manufacture through commercial distribution channels to point of sale or distribution at the dispensing/retail level—hospitals, retail pharmacies, practitioners, mid-level practitioners, and teaching institutions. Included in the list of controlled substance transactions tracked by ARCOS are the following: All Schedules I and II materials (manufacturers and distributors); Schedule III narcotic and gamma-hydroxybutyric acid (GHB) materials (manufacturers and distributors); and selected Schedule III and IV psychotropic drugs (manufacturers only).

The DEA treats ARCOS data that it collects and maintains from manufacturers and distributors as privileged and confidential commercial information. Registrants often consider the information that they submit to ARCOS to be proprietary because they claim it includes commercially sensitive information about a registrant's sales and customer base, disclosure of which could cause them competitive harm. DEA views the information as sensitive. DEA does not permit a

registrant to access another registrant's information in ARCOS and does not permit ARCOS data to be disclosed to the public.

DEA also collects and maintains documents and information concerning manufacturers and distributors in addition to ARCOS data that may be relevant to the distributor multistate investigations. Such documents and information may include, but are not limited to, data sets concerning: suspicious orders and suspicious order reporting; theft and loss data and reporting; controlled substances applications; as well as past DEA investigations, audits and/or reviews of registrants, including any conclusions and findings. In the event that DEA asserts that such documents and information contain Confidential Information, this MOU shall govern the treatment of such materials.

The term "Confidential Information" as used herein means any type or classification of information which has been or is provided to the Distributor Multistate AGs by the DEA, including, but not limited to ARCOS data, whether revealed in a document, in a narrative answer, or otherwise, and which DEA asserts contains a trade secret or other confidential, commercial or financial information. DEA shall mark or otherwise designate as "confidential" those documents or electronic data that DEA in good faith believes contain Confidential Information and which are so treated by DEA. DEA's designation of information as Confidential Information shall not be deemed to be either a waiver of the Distributor Multistate AGs' right to challenge such designation or an acceptance of such designation. This Agreement shall not be interpreted as requiring the Distributor Multistate AGs to take, or precluding the Distributor Multistate AGs from taking, any position at any subsequent administrative or judicial proceeding with respect to any claim made by DEA or any other movant concerning their designation of information as confidential.

DEA and the Distributor Multistate AGs have separate but common interests in preventing the diversion of controlled substances. Consistent with the authority granted under 21 U.S.C. §873, the DEA and the Distributor Multistate AGs have agreed to cooperate and share information, including ARCOS data and other Confidential Information, in furtherance of this common interest. The Distributor Multistate AGs hereby agree to maintain the confidentiality of ARCOS data marked or otherwise designated as confidential and other Confidential Information in a manner that is consistent with this MOU, state law, and other applicable law including rulings of courts of competent jurisdiction.

III. Information Sharing:

DEA will provide the Distributor Multistate AGs access to all information in the ARCOS database and other Confidential Information under the following conditions:

1. Only employees and staff of the Distributor Multistate AGs (State AG Staff) and others covered by section III.4 who need access to ARCOS data marked or otherwise designated as confidential or other Confidential Information for the purpose stated herein will be granted access to such information subject to the terms and conditions described herein.
2. The initial review of ARCOS data marked or otherwise designated as confidential by State AG Staff will occur at DEA offices or in a manner agreed to by DEA and State AG

Staff. The State AG Staff may remove ARCOS data marked or otherwise designated as confidential or other Confidential Information from DEA offices only with DEA permission.

3. Any ARCOS data marked or otherwise designated as confidential or Confidential Information that is removed from DEA offices shall be treated as confidential by the Distributor Multistate AGs subject to the terms and conditions of this MOU, provided, however, that nothing contained herein shall alter or limit the obligations of the Distributor Multistate AGs that may be imposed by the provisions of each state's respective data practices act, public record act, public information act, freedom of information act or similar state law, or by any court or administrative agency, regarding the disclosure of documents and information supplied to such Distributor Multistate AGs, and nothing contained herein shall alter or limit statutory exemptions from such obligations and provisions. However, if a State Attorney General receives a third party request for ARCOS data that is marked or otherwise designated as confidential or other Confidential Information and determines that a disclosure of such Confidential Information is required by law, the State Attorney General shall notify the DEA of the third party request and the Confidential Information to be disclosed so that the DEA or other movant may seek a protective order or otherwise challenge or object to the disclosure. Each of the states participating in the multistate investigations commits to provide the DEA with at least 10 business days' advance notice before complying with any third party request for Confidential Information, except where state law does not permit such notice or requires a lesser period of advance notice.
4. Without prior consultation with DEA, the Distributor Multistate AGs may not disclose ARCOS data marked or otherwise designated as confidential or other Confidential Information to any person or entity except:
 - (a) Employees and staff of such Distributor Multistate AGs and state regulatory agencies, whether compensated or not, who are involved in the state or multistate investigations and are bound by the terms of this MOU or such other written agreement entered into between the DEA and such State Attorney General or state regulatory agency;
 - (b) Any local, state or federal agency empowered to investigate matters or prosecute laws, regulations or rules which the State Attorney General determines may be implicated by documents or information revealed during the state or multistate investigations, provided that each Distributor Multistate AG provides DEA with at least 10 business days' notice and such local, state, or federal agency agrees in writing, before being provided with any Confidential Information, to abide by the terms of this MOU or arrive at a similar sharing agreement with DEA, to the extent permitted by law;
 - (c) Agents, independent consultants, contractors, and experts (collectively, "Consultants") retained by one or more members of the Distributor Multistate AGs relating to the state or multistate investigations or any litigation resulting therefrom, whether compensated or not, who have been informed of this MOU and have signed the certification attached as Exhibit A to this MOU.

5. A State Attorney General who intends to introduce ARCOS data marked or otherwise designated as confidential or other Confidential Information into the record in a judicial or administrative proceeding must provide the DEA with advance, written notice of not less than 10 business days unless the State Attorney General believes that a threat to the health or safety of the public requires immediate action.
 - a. If the State Attorney General believes that such an immediate threat exists, the State Attorney General will, concurrently with introducing Confidential Information into the record, provide notice to the DEA of such action.
 - b. Confidential Information introduced into the record in a judicial or administrative proceeding must be filed under seal or otherwise remain unavailable to the public, absent DEA consent to public filing or applicable court order. It is the responsibility of the State Attorney General to seek a protective order or *in camera* treatment of such information. In addition, the DEA reserves the right to seek an appropriate protective order or *in camera* treatment of any such document(s) or information to govern the use of DEA Materials and Information during such judicial or administrative proceeding. If the DEA or other movant indicates to the State Attorneys General an intention to seek a protective order or *in camera* treatment of any such document(s) or information, the State Attorneys General shall keep such document(s) or information confidential until the court rules on the motion(s).
6. ARCOS data marked or otherwise designated as confidential and other Confidential Information are important sources of investigative leads for DEA. To preclude the duplication of or interference with DEA investigative or enforcement activity, a State Attorney General will, to the extent practical and consistent with state law, timely inform DEA of any investigation or enforcement activities informed by ARCOS data marked or otherwise designated as confidential or other Confidential Information.
7. DEA does not waive any claim of confidentiality or privilege by granting the Distributor Multistate AGs access to ARCOS data marked or otherwise designated as confidential or other Confidential Information.
8. The Distributor Multistate AGs and the DEA will attempt to resolve any disputes about the status or use of the ARCOS data marked or otherwise designated as confidential or Confidential Information on an informal basis. In the event that the Distributor Multistate AGs and the DEA are unable to reach agreement, the ARCOS data marked or otherwise designated as confidential or Confidential Information will remain confidential unless and until public disclosure is authorized or required by a court or tribunal of competent jurisdiction. Moreover, either the Distributor Multistate AGs or DEA may, upon giving at least 10 business day notice, move the appropriate court for an order authorizing or limiting the release of this information.

IV. Effective Date:

This MOU will become effective upon approval and signature by the DEA Diversion Control Division Assistant Administrator and the State Attorneys General that are members of the Distributor Multistate AG investigations Executive Committee.

V. Modifications:

All modifications to this MOU must be mutually agreed upon and be in writing.

VI. Termination:

The signing of this MOU is voluntary and any party may withdraw from this agreement by giving 30-day written notice to the other party. DEA reserves the right to discontinue giving the responsible State Attorney General access to ARCOS information if the provisions of this agreement are not adhered to.

VII. No Private Right Created:

This MOU does not create or confer any right or benefit on any other person or entity, private or public. Nothing in this agreement is intended to restrict the authority of any of the signatories to act as provided by law, statute, or regulation or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VIII. Signatures:

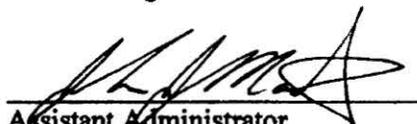
The signatories below warrant and represent that they have the competent authority on behalf of their respective states to enter into the obligations set forth in this agreement.

IX. Counterparts:

This MOU may be signed in counterparts. All executed counterparts shall comprise the entire agreement between the parties,

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

For the Drug Enforcement Administration:


Assistant Administrator
Diversion Control Division
Drug Enforcement Administration

4/2/18
Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:



Jeremy L. Pearlman

3/28/18

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:



March 26, 2018

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

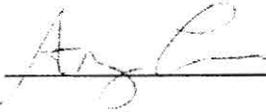
Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:



3/26/2018
Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Christopher Leung

3/26/2018
Date

Office of the Attorney General for the State of North Carolina:

Date

Office of the Attorney General for the State of North Carolina:



3/23/18

Date

Office of the Attorney General for the State of Pennsylvania:

Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

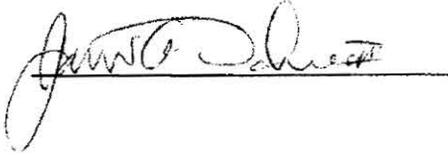
Date

Office of the Attorney General for the State of Utah:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:



3/28/2018
Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

Date

Office of the Attorney General for the State of Utah:

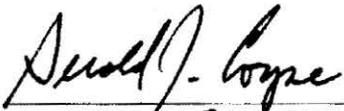
Date

Multistate Attorney General -- DEA MOU

Office of the Attorney General for the State of Pennsylvania:

_____ Date

Office of the Attorney General for the State of Rhode Island:



GERALD J. COYNE
DEPUTY ATTORNEY GENERAL

3/29/2018
_____ Date

Office of the Attorney General for the State of Tennessee:

_____ Date

Office of the Attorney General for the State of Utah:

_____ Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:

_____ Date

Office of the Attorney General for the State of Rhode Island:

_____ Date

Office of the Attorney General for the State of Tennessee:

Brant Hance

3/26/18
Date

Office of the Attorney General for the State of Utah:

_____ Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:

Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

Date

Office of the Attorney General for the State of Utah:



3/28/18
Date

Office of the Attorney General for the Commonwealth of Massachusetts:



Stephen Vogel
Assistant Attorney General

4/24/18
Date

CONFIDENTIAL DISCUSSION DRAFT
COMMON INTEREST

2018 AG-DEA MOU

Office of the Attorney General for the State of Illinois:

Judith M. Parker

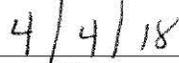
03/26/2018
Date

2018 AG-DEA MOU

Office of the Attorney General for the State of Texas:



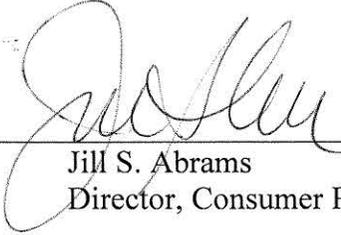
Patricia Stein



Date

Multistate Attorney General - DEA MOU

Office of the Attorney General for the State of Vermont:



Jill S. Abrams
Director, Consumer Protection

April 24, 2018

MEMORANDUM OF UNDERSTANDING

I. Purpose:

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II. Background:

ARCOS is an automated, comprehensive drug reporting system which monitors the flow of DEA controlled substances from their point of manufacture through commercial distribution channels to point of sale or distribution at the dispensing/retail level—hospitals, retail pharmacies, practitioners, mid-level practitioners, and teaching institutions. Included in the list of controlled substance transactions tracked by ARCOS are the following: All Schedules I and II materials (manufacturers and distributors); Schedule III narcotic and gamma-hydroxybutyric acid (GHB) materials (manufacturers and distributors); and selected Schedule III and IV psychotropic drugs (manufacturers only).

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registrant to access another registrant's information in ARCOS and does not permit ARCOS data to be disclosed to the public.

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DEA and the Distributor Multistate AGs have separate but common interests in preventing the diversion of controlled substances. Consistent with the authority granted under 21 U.S.C. §873, the DEA and the Distributor Multistate AGs have agreed to cooperate and share information, including ARCOS data and other Confidential Information, in furtherance of this common interest. The Distributor Multistate AGs hereby agree to maintain the confidentiality of ARCOS data marked or otherwise designated as confidential and other Confidential Information in a manner that is consistent with this MOU, state law, and other applicable law including rulings of courts of competent jurisdiction.

III. Information Sharing:

DEA will provide the Distributor Multistate AGs access to all information in the ARCOS database and other Confidential Information under the following conditions:

1. Only employees and staff of the Distributor Multistate AGs (State AG Staff) and others covered by section III.4 who need access to ARCOS data marked or otherwise designated as confidential or other Confidential Information for the purpose stated herein will be granted access to such information subject to the terms and conditions described herein.
2. The initial review of ARCOS data marked or otherwise designated as confidential by State AG Staff will occur at DEA offices or in a manner agreed to by DEA and State AG

Staff. The State AG Staff may remove ARCOS data marked or otherwise designated as confidential or other Confidential Information from DEA offices only with DEA permission.

3. Any ARCOS data marked or otherwise designated as confidential or Confidential Information that is removed from DEA offices shall be treated as confidential by the Distributor Multistate AGs subject to the terms and conditions of this MOU, provided, however, that nothing contained herein shall alter or limit the obligations of the Distributor Multistate AGs that may be imposed by the provisions of each state's respective data practices act, public record act, public information act, freedom of information act or similar state law, or by any court or administrative agency, regarding the disclosure of documents and information supplied to such Distributor Multistate AGs, and nothing contained herein shall alter or limit statutory exemptions from such obligations and provisions. However, if a State Attorney General receives a third party request for ARCOS data that is marked or otherwise designated as confidential or other Confidential Information and determines that a disclosure of such Confidential Information is required by law, the State Attorney General shall notify the DEA of the third party request and the Confidential Information to be disclosed so that the DEA or other movant may seek a protective order or otherwise challenge or object to the disclosure. Each of the states participating in the multistate investigations commits to provide the DEA with at least 10 business days' advance notice before complying with any third party request for Confidential Information, except where state law does not permit such notice or requires a lesser period of advance notice.
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 - (a) Employees and staff of such Distributor Multistate AGs and state regulatory agencies, whether compensated or not, who are involved in the state or multistate investigations and are bound by the terms of this MOU or such other written agreement entered into between the DEA and such State Attorney General or state regulatory agency;
 - (b) Any local, state or federal agency empowered to investigate matters or prosecute laws, regulations or rules which the State Attorney General determines may be implicated by documents or information revealed during the state or multistate investigations, provided that each Distributor Multistate AG provides DEA with at least 10 business days' notice and such local, state, or federal agency agrees in writing, before being provided with any Confidential Information, to abide by the terms of this MOU or arrive at a similar sharing agreement with DEA, to the extent permitted by law;
 - (c) Agents, independent consultants, contractors, and experts (collectively, "Consultants") retained by one or more members of the Distributor Multistate AGs relating to the state or multistate investigations or any litigation resulting therefrom, whether compensated or not, who have been informed of this MOU and have signed the certification attached as Exhibit A to this MOU.

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7. DEA does not waive any claim of confidentiality or privilege by granting the Distributor Multistate AGs access to ARCOS data marked or otherwise designated as confidential or other Confidential Information.
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IV. Effective Date:

This MOU will become effective upon approval and signature by the DEA Diversion Control Division Assistant Administrator and the State Attorneys General that are members of the Distributor Multistate AG investigations Executive Committee.

V. Modifications:

All modifications to this MOU must be mutually agreed upon and be in writing.

VI. Termination:

The signing of this MOU is voluntary and any party may withdraw from this agreement by giving 30-day written notice to the other party. DEA reserves the right to discontinue giving the responsible State Attorney General access to ARCOS information if the provisions of this agreement are not adhered to.

VII. No Private Right Created:

This MOU does not create or confer any right or benefit on any other person or entity, private or public. Nothing in this agreement is intended to restrict the authority of any of the signatories to act as provided by law, statute, or regulation or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VIII. Signatures:

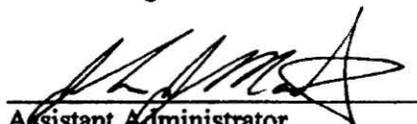
The signatories below warrant and represent that they have the competent authority on behalf of their respective states to enter into the obligations set forth in this agreement.

IX. Counterparts:

This MOU may be signed in counterparts. All executed counterparts shall comprise the entire agreement between the parties,

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

For the Drug Enforcement Administration:


Assistant Administrator
Diversion Control Division
Drug Enforcement Administration

4/2/18
Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:



Jeremy L. Pearlman

3/28/18

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:



March 26, 2018

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

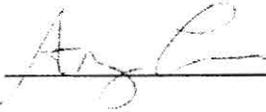
Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:



3/26/2018
Date

Office of the Attorney General for the State of New York:

Date

Office of the Attorney General for the State of North Carolina:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Connecticut:

Date

Office of the Attorney General for the state of Florida:

Date

Office of the Attorney General for the State of Iowa:

Date

Office of the Attorney General for the State of New York:

Christopher Leung

3/26/2018
Date

Office of the Attorney General for the State of North Carolina:

Date

Office of the Attorney General for the State of North Carolina:



3/23/18

Date

Office of the Attorney General for the State of Pennsylvania:

Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

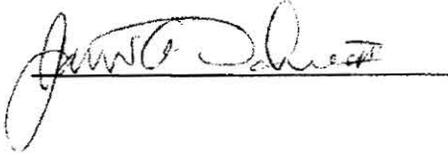
Date

Office of the Attorney General for the State of Utah:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:



3/28/2018
Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

Date

Office of the Attorney General for the State of Utah:

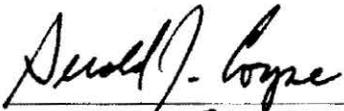
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Multistate Attorney General -- DEA MOU

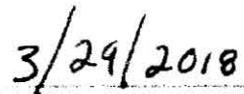
Office of the Attorney General for the State of Pennsylvania:

Date

Office of the Attorney General for the State of Rhode Island:



GERALD J. COYNE
DEPUTY ATTORNEY GENERAL



Date

Office of the Attorney General for the State of Tennessee:

Date

Office of the Attorney General for the State of Utah:

Date

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:

_____ **Date**

Office of the Attorney General for the State of Rhode Island:

_____ **Date**

Office of the Attorney General for the State of Tennessee:

Brant Hance

3/26/18
Date

Office of the Attorney General for the State of Utah:

_____ **Date**

Multistate Attorney General – DEA MOU

Office of the Attorney General for the State of Pennsylvania:

Date

Office of the Attorney General for the State of Rhode Island:

Date

Office of the Attorney General for the State of Tennessee:

Date

Office of the Attorney General for the State of Utah:



3/28/18
Date

Office of the Attorney General for the Commonwealth of Massachusetts:



Stephen Vogel
Assistant Attorney General

4/24/18
Date

CONFIDENTIAL DISCUSSION DRAFT
COMMON INTEREST

2018 AG-DEA MOU

Office of the Attorney General for the State of Illinois:

Judith M. Parker

03/26/2018
Date

2018 AG-DEA MOU

Office of the Attorney General for the State of Texas:



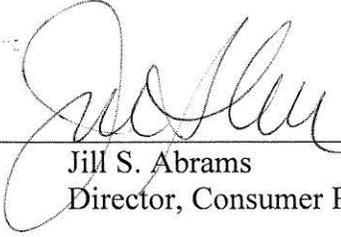
Patricia Stein

4/4/18

Date

Multistate Attorney General - DEA MOU

Office of the Attorney General for the State of Vermont:



Jill S. Abrams
Director, Consumer Protection

April 24, 2018

CONFIDENTIALITY AGREEMENT

In re Johnson & Johnson and Janssen Pharmaceuticals, Inc.

This agreement is entered into by and between the Attorneys General multistate investigation (“Investigation”) of Johnson & Johnson and Janssen Pharmaceuticals, Inc. (the “Company”) regarding (1) documents and other material produced by the Company in response to the September 18, 2017 Civil Investigative Demands/Subpoenas (CIDs) issued by the States of Colorado, Minnesota, North Carolina, and Texas in connection with the Investigation and (2) documents and other material produced by the Company in response to future subpoenas or requests by the Attorneys General in furtherance of said Investigation.

1. The Company may mark as “Confidential” any documents or information that it provides to the Attorneys General that contain confidential, proprietary or trade secret information; sensitive personal information (including medical information of any individual, personal identity information, and personal financial information); or information subject to protection under any applicable law or regulation including Protected Health Information as defined in 45 C.F.R. § 160.103 (collectively “Confidential Information”). The Company shall mark documents or information as “Confidential” only if, in good faith, it believes the documents or information contain Confidential Information and that the documents or information have in fact been so treated by the Company. For tangible items such as documents, the Company shall make such a designation by stamping the item “Confidential” at the time it is produced. For intangible information, including testimony, the Company shall make such a designation by communicating that the information is “Confidential” at the time it is produced and by confirming that designation in writing within a fifteen (15) days thereafter.
2. Subject to Paragraph 7, the Attorneys General agree that documents and other material designated “Confidential” shall be maintained in confidence and will not be disclosed outside of the Office of the Attorney General except to:
 - a. Employees of the Attorneys General (“employees”);
 - b. Any local, municipal, county, state or federal agency (1) empowered to investigate or prosecute laws, regulations or rules which the Attorney(s) General determines are implicated by the investigation or (2) that are involved in the investigation provided that prior to making the disclosure, the Attorney(s) General shall obtain either:
 - i. that agency’s agreement in writing to abide by the terms of this Confidentiality Agreement: or
 - ii. a copy of an executed Confidentiality Agreement between that agency and the Company containing similar provisions for the protection of confidential information for purposes of an investigation concerning substantially the same subject matter as the Investigation.

- c. Agents, independent consultants and experts (collectively, "consultants") retained with or without pay by the Attorney(s) General to conduct such review in the Investigation, provided that any such consultants agree to abide by the terms of this agreement and first agree in writing that: they will be bound by the terms of this agreement and will not disclose or otherwise use Confidential Information for the benefit of anyone other than the Attorney General. The Confidentiality Agreement shall survive and apply after the conclusion of the consultants of the consultant's engagement for the Attorney General;
 - d. Witnesses who will testify to information contained in such documents or materials; provided that the witness is first provided a copy of this Confidentiality Agreement and is requested to agree to abide by its terms; that the portion of any transcript of such testimony revealing Confidential materials shall be deemed Confidential material. Any documents, or copies of documents, that are marked "Confidential" and are shown to the witness will remain in the custody of the Attorney(s) General, and the witness will not be permitted to retain any document marked "Confidential;"
 - e. Authors of such documents or materials;
 - f. Persons referenced or described in such documents or materials; provided that such persons are first provided a copy of this Confidentiality Agreement and agree to abide by the terms of this agreement to the extent permitted by law; or
 - g. Recipients currently in possession of such documents or materials.
3. The Attorneys General agree to treat as "Confidential," to the full extent permitted by law, materials and information that the Company produces in response to the CIDs, , which contain proprietary or trade secret information and will not disclose materials and information that the Company produces in response to the CIDs except as described above. The limitations on disclosure of Confidential information imposed by this agreement shall not apply to materials designated "Confidential" that:
- a. have been published;
 - b. the Company discloses to others without restriction;
 - c. an Attorney General obtained prior to the date this Confidentiality Agreement is executed (which shall remain subject to any applicable limitations on disclosure imposed by any prior confidentiality agreement or by law); or
 - d. an Attorney General lawfully obtains or receives from a source other than the Company, provided that the Attorney General has no knowledge that the source obtained the materials improperly or is prohibited from disclosing them.

4. If the Company inadvertently fails to designate documents or information as “Confidential” at the time they are produced, it shall, within thirty (30) days of becoming aware of such failure to designate, make such a designation by providing written notification to the Attorneys General if reasonable steps were taken to ensure proper designation, and the Company promptly took reasonable steps to rectify the error. If the Company notifies the Attorneys General in writing that it inadvertently failed to designate documents or information “Confidential” within (30) days of production, (i) the Attorneys General will promptly recover any copies disclosed in a way that would not have been permitted had such documents been designated as “Confidential” and return or destroy the information identified, and (ii) the Company will promptly produce a properly designated copy of the documents or information. By returning the information identified, the Attorneys General do not waive their right to contest the confidentiality designation. If the Attorneys General disagree with the confidentiality designation, the Company and the Attorneys General shall confer in good faith to resolve the disagreement. The Attorneys General shall continue to afford the information in question “Confidential” treatment until the parties reach a resolution or a court rules on the issue.

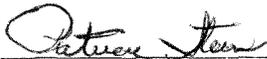
5. If, in connection with the Investigation, the Company inadvertently produces documents or information subject to a claim of attorney-client privilege or work-product protection, such production shall not operate as a waiver of privilege or protection if the disclosure was inadvertent, the Company took reasonable steps to prevent disclosure, and promptly took reasonable steps to rectify the error. By returning the documents or information identified, the Attorneys General do not waive their right to contest the claim of privilege. If the Company inadvertently produces documents or information subject to a claim of privilege or protection, it shall request in writing the return of such documents or information promptly after discovering the error. The Attorneys General shall promptly return or destroy the documents or information. If the Attorneys General disagree with the Company’s claim of attorney-client privilege or work-product protection, the parties shall confer in good faith to resolve the disagreement. The Attorneys General shall continue to treat such documents or information as privileged or protected until the parties resolve the disagreement or until a court rules on the issue.

6. In the event that both an Attorney General and the Company are parties to the same litigation or legal proceeding in connection with, or as a consequence of, this Investigation, the Attorney General may retain and use Confidential information in order to ensure compliance with State laws, or seek redress or penalties for violation of such laws. Except as heretofore provided, upon the conclusion of this Investigation the Attorney General shall maintain, in a manner consistent with the confidentiality obligations set forth herein, the documents or material designated as containing “Confidential” information, and summaries containing “Confidential” information, which are received pursuant to this agreement. The obligations of

confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorneys General may disclose documents and information marked as "Confidential" for any law enforcement purpose to state, federal, or local agencies that agree to comply with the terms of this agreement.

7. This agreement is subject to the requirements of all applicable state and federal laws. In the event an Attorney General receives a court order, subpoena, public records act, or similar third party request for "Confidential" information (a "Third Party Request"), the Attorney General shall notify the Company through its Counsel as soon as is reasonably practical of the Third Party Request (including its contents). Before an Attorney General produces or otherwise reveals the identity or contents of any "Confidential" information, the Attorney General shall provide the Company no fewer than 10 business days' advance notice to seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. An Attorney General shall not produce any such "Confidential" information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
8. Nothing in this Confidentiality Agreement shall be construed to prevent or prohibit any Attorney General participating in this Investigation from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such documents or other information during civil investigative demand hearings or law enforcement interviews, provided that any "Confidential" information used in such an Investigation is protected from disclosure in accordance with the terms of this Confidentiality Agreement.
9. This Confidentiality Agreement supersedes and revokes all prior confidentiality agreements entered into between the Attorneys General and the Company in connection with this multi-state Investigation.

On behalf of the Executive Committee states¹ of the multistate Investigation,



Patricia Stein
Asst. Attorney General
Consumer Protection Division
1412 Main St., Suite 810
Dallas, TX 75202

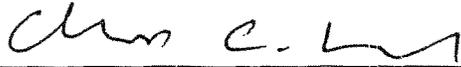
¹ Colorado, Minnesota, North Carolina, Tennessee, Texas

214-290-8816

patricia.stein@oag.texas.gov

Date: 11/8, 2017

On behalf of Johnson & Johnson and Janssen Pharmaceuticals, Inc.



Charles Lifland

O'Melveny & Myers LLP

400 South Hope Street

Los Angeles, CA 90071

213-430-6665

clifland@omm.com

Date: 11/7, 2017

IN RE PURDUE PHARMA L.P.

*

*

* * * * *

CONFIDENTIALITY AGREEMENT

Recitals

A. From 2014 to 2017, the Offices of the Attorney General for the District of Columbia, Delaware, Florida, Illinois, Iowa, Maine, Maryland, Nevada, New Hampshire, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, and Washington (the “Subpoenaing States”) served civil investigative demands, requests for information, and subpoenas in accordance with the law of each Subpoenaing State (the “Subpoenas”) on Purdue Pharma L.P. (“Purdue”) in connection with the Subpoenaing States’ investigation of whether Purdue’s marketing, promotion, and advertising of opioids violated state consumer protection laws (“the Investigation”). The Investigation has now expanded and is being conducted jointly with other State Attorneys General (“the Multistate Investigation”).

B. The purpose of this Confidentiality Agreement is to respond to the confidentiality concerns raised on behalf of Purdue concerning the handling of documents and information provided by Purdue to the Subpoenaing States. In order to facilitate the sharing of documents and information received by the Subpoenaing States among themselves and with the other Attorneys General, and to ensure that any highly confidential, proprietary or trade secret documents and information provided by Purdue to the Subpoenaing States remains protected under applicable law, the Subpoenaing States and Purdue enter into this Confidentiality Agreement.

C. This Confidentiality Agreement applies to all documents and information Purdue produces to the Subpoenaing States, directly or indirectly through representatives of the Multistate Investigation, in response to any of the Subpoenas issued by the Subpoenaing States.

Confidential Information

In order to resolve Purdue’s confidentiality concerns regarding both the Subpoenas issued between 2014 and 2017 as well as any subsequent Subpoenas issued by the Subpoenaing States, Purdue and the Subpoenaing States agree as follows:

1. Purdue may mark as “Confidential” any documents or information that Purdue provides to the Subpoenaing States that it reasonably believes contain highly confidential, proprietary or trade secret information (collectively “Sensitive Information”). Purdue shall mark documents or information as “Confidential” only if, in good faith, it believes the documents or information contain Sensitive Information and that the documents or information have in fact been so treated by Purdue. If Purdue inadvertently fails to mark produced documents or information as “Confidential” when they are produced, it may later make such a designation by

providing written notification to all parties to whom it produced the documents or information. Those marked documents or information will thereafter be treated as confidential pursuant to the terms of this Confidentiality Agreement.

2. Except as otherwise provided in this Confidentiality Agreement, if one or more of the Subpoenaing States object to Purdue's designation of certain documents or information as "Confidential," the Subpoenaing State(s) shall notify Purdue of that determination. The Subpoenaing State(s) shall continue to afford the documents or information in question confidential treatment for 15 days following notification of the objection, unless a shorter time is required by law.

3. The Subpoenaing States agree that any documents or information that Purdue provides to the Subpoenaing States in response to the Subpoenas that are marked as "Confidential" shall be treated as confidential to the extent permitted by law, and disclosed only as allowed by law and subject to the limitations contained in this Confidentiality Agreement, except that the Subpoenaing States may disclose documents and information marked as "Confidential" for any law enforcement purpose.

4. To the extent applicable state law affords protections against disclosure of documents that are not designated as Confidential, nothing in this agreement shall be construed to waive those provisions or Purdue's rights under those provisions.

5. The Subpoenaing States shall refrain from attaching documents or information marked as "Confidential," or disclosing the content of documents or information marked as "Confidential," in any complaint or charging document unless that Subpoenaing State either (i) resolves any dispute with Purdue regarding the designation of such documents or information as "Confidential;" (ii) files or makes application to file the document or information marked as "Confidential" with a court or administrative tribunal conditionally under seal; or (iii) provides 15 days' written notice to Purdue of its intent to so attach or disclose. Following the filing of its charging document or complaint, the confidentiality or non-confidentiality of documents or information attached to, or disclosed in, the complaint or charging document will be determined by the terms of a protective order entered in the case either by stipulation or court order, or by the absence of such order. Subject to applicable local rule, if no protective order is entered within 10 days after Purdue is served with the complaint or charging document, the documents or information attached to, or disclosed in, the complaint and filed under seal may be treated by the Subpoenaing States as non-confidential.

6. In the event that any of the Subpoenaing States receive a third-party request pursuant to (i) that respective Subpoenaing State's public information act, data practices act, public record act, freedom of information act or similar state law, (ii) subpoena, or (iii) court order, for any documents or information provided by Purdue that have been marked as "Confidential" and that the Subpoenaing State believes were improperly marked as "Confidential," or otherwise believes it is required by applicable law, subpoena, or court order to produce the document or information, the Subpoenaing State agrees to provide Purdue with at least 14 days advance notice before producing documents or information in response to such a

request, or any lesser period as necessary to comply with any law, subpoena, or court order. Such notice period shall begin to run upon transmission of the notice, which shall be made either by first class mail to Maria Barton, Vice President and Deputy General Counsel of Purdue, and Patrick Fitzgerald, counsel to Purdue; or by email to maria.barton@pharma.com and patrick.fitzgerald@skadden.com, or to such other postal and email addresses as Purdue or its attorneys may designate by written notice to the Subpoenaing States.

7. In the event that any Subpoenaing State's withholding of documents from disclosure based on confidentiality grounds (*e.g.*, withheld as containing Sensitive Information) is challenged in any court, agency or administrative body, Purdue agrees to seek to intervene in a timely fashion to defend the claim of confidentiality.

8. The limitations on disclosure of "Confidential" documents or information imposed by this Confidentiality Agreement shall not apply to documents or information marked "Confidential" that: (i) have been published; (ii) Purdue discloses to another or to others without restriction; or (iii) a Subpoenaing State lawfully obtains or receives from a source other than Purdue, provided that the Subpoenaing State has no knowledge that the source obtained the documents or information improperly or is prohibited from disclosing them.

9. Nothing contained herein shall limit the obligations of the Subpoenaing States that may be imposed by the provisions of their respective public information acts, data practices acts, public record acts, freedom of information acts, or similar state laws.

10. Nothing contained herein shall alter or limit any right the Subpoenaing State(s) would otherwise have under applicable law to disclose documents or information marked as "Confidential" provided to the Subpoenaing State(s) under the terms of this Confidentiality Agreement to any other Attorney General or local, municipal, county, state, or federal agency empowered to investigate or prosecute any laws, regulations, or rules, provided that, prior to making the disclosure, the Subpoenaing State(s) shall obtain either:

a) that Attorney General's or agency's agreement in writing to abide by the terms of this Confidentiality Agreement; or

b) a copy of an executed confidentiality agreement between that Attorney General or agency and Purdue containing similar provisions for the protection of confidential information for purposes of an investigation concerning substantially the same subject matter as the Multistate Investigation.

11. If Purdue inadvertently produces documents or information subject to a claim of attorney-client privilege or work-product protection, such production shall not, pursuant to applicable state law, operate as a waiver of privilege or protection if the disclosure was inadvertent, Purdue took reasonable steps to prevent disclosure, and Purdue promptly took reasonable steps to rectify the error. If Purdue notifies the Subpoenaing State(s) in writing that it inadvertently disclosed privileged information promptly after discovering that error, the Subpoenaing State(s) will promptly return or destroy the documents or information. If, however, the Subpoenaing State(s) disagrees with Purdue's claim of attorney-client privilege or work-product protection, the Subpoenaing State(s) and Purdue shall confer in good faith to resolve the disagreement. The Subpoenaing State(s) shall continue to treat the produced documents or

information as privileged or protected until the end of 15 days' notice by the Subpoenaing State(s) of its disagreement.

12. This Confidentiality Agreement supersedes and revokes all prior confidentiality agreements entered into between the Subpoenaing States and Purdue in connection with this Multistate Investigation.

Agreed to and accepted this _____ day of _____, 2017,

PURDUE PHARMA L.P.

Sarah G. Reznék, Esquire
Counsel for Purdue Pharma L.P.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave. NW
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(202) 373-6171

Patrick Fitzgerald, Esquire
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Chicago, IL 60606-1720
(312) 407-0508

FOR THE STATE ATTORNEYS GENERAL:

Date

Wendy J. Weinberg
Assistant Attorney General
District of Columbia Office of the Attorney General

Date

Patrice Malloy
Chief, Multi-State and Privacy Bureau
Florida Office of the Attorney General

Date

E. Paige Boggs
Assistant Attorney General
Illinois Office of the Attorney General

Date

Brian T. Edmunds
Assistant Attorney General
Maryland Office of the Attorney General

Date

James Boffetti
Senior Assistant Attorney General
New Hampshire Department of Justice

Date

Jared Q. Libet
Assistant Deputy Attorney General
South Carolina Office of the Attorney General

Date

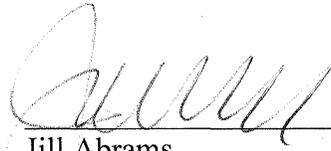
Patricia Stein
Assistant Attorney General
Office of Attorney General, State of Texas

Date

Tad Robinson O'Neill
Assistant Attorney General
Washington Office of the Attorney General

Feb. 9, 2017

Date



Jill Abrams

Assistant Attorney General

Vermont Office of the Attorney General

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION) MDL No. 2804
OPIATE LITIGATION)
) Case No. 17-MD-2804
THIS DOCUMENT RELATES TO:)
) Judge Dan Aaron Polster
ALL CASES)
) PROTECTIVE ORDER RE:
) DEA’S ARCOS/DADS DATABASE

The Court conducted a hearing on February 26, 2018 and entered an Order informing the parties and the United States of America that the Court intended to consider entering a protective order regarding the anticipated disclosure of certain data by the United States Drug Enforcement Administration (“DEA”) related to the Automated Records and Consolidated Orders System/Diversion Analysis and Detection System (“ARCOS”). (Doc #: 155.) The Court, having reviewed the proposed protective orders submitted by Plaintiffs and the DEA, has determined that any such disclosure shall remain confidential and shall be used only for litigation purposes or in connection with state and local law enforcement efforts. More specifically, the Court concludes that disclosure may be made to the governmental Plaintiffs, which includes cities, counties and Native American tribes, for this litigation and/or law enforcement purposes, and disclosure may be made to State Attorneys General for litigation and law enforcement purposes. All lawyers and parties must read this Protective Order and sign the Acknowledgement of Protective Order and Agreement to Be Bound (Ex. A).

The DEA proposed, and Defendants agreed with, two levels of confidentiality designations: (1) “Attorneys’ Eyes Only – Subject to Protective Order,” and (2) “Confidential - Subject to Protective Order.” (See Doc #: 162-2 ¶ 3.) The DEA proposed marking documents “Attorneys’ Eyes Only - Subject to Protective Order” “only if the document contains law-enforcement-sensitive information, proprietary trade secret information, sensitive personal information, private commercial business or financial information, sensitive personal information, private commercial business or financial information, personally identifying information, or information otherwise protected by the Privacy Act, 5 U.S.C. § 552a.” (Doc #: 162-2 at 2 ¶ 3.) Plaintiffs proposed one level of confidentiality, “Confidential - Subject to Protective Order.” The Court believes that one level of protection is sufficient to cover the data being produced at this time. However, the Court may re-visit this issue in the future should additional ARCOS data be produced.

Accordingly, it is hereby ORDERED:

- 1. Purpose.** The Court enters this Protective Order to govern the disclosure of official Department of Justice (“DOJ”) information collected and maintained by the DEA in its ARCOS database.
- 2. Scope.** This Order applies to all documents or electronically stored information (“ESI”) provided by the DEA to the Court, counsel, or any parties in the above-captioned litigation, including but not limited to: any data produced directly from DEA’s ARCOS database; any reports generated from DEA’s ARCOS database; any information collected and maintained by DEA in its ARCOS database; and any derivative documents that the parties or their employees, agents or experts create using ARCOS data (collectively, “ARCOS Data”).

3. Form and Timing of Designation. Prior to the production or disclosure of documents, the DEA shall designate all documents as confidential and restricted in disclosure under the Order by stamping “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” on the document in a manner that will not interfere with the legibility of the document and that will permit complete removal of the CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER designation. The designation “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” under this Order does not constitute a finding that the document or information has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. If the DEA produces ESI that cannot itself be marked with one of these two designations, the DEA shall place the designation on the physical media used to produce the ESI or in the title of any secure server, link, or file used to produce the ESI.

4. Inadvertent Production. If the DEA inadvertently produces any document without a confidentiality designation, it does not forfeit the right to later stamp the document(s) with a confidentiality designation and obtain for the document(s) the full protection of this Order.

5. Authorized Use. The ARCOS data designated “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” under this Order (collectively, “Designated Information”) shall not be used by the parties, counsel for the parties, or any other authorized persons identified in ¶ 6 for any purpose whatsoever other than (1) to mediate, settle, prosecute, or defend the above-captioned litigation, or (2) for law enforcement purposes. Specifically, Designated Information shall not be used by any person or entity for commercial purposes, in furtherance of business objectives, or to gain a competitive advantage.

6. Authorized Individuals. Documents and/or ESI designated “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” shall be available only to the parties and attorneys for the

parties and State Attorneys General. The parties and counsel for the parties shall not disclose or permit the disclosure of any Designated Information to any third person or entity except:

- a. Employees and agents of counsel assisting with the Litigation who have a need to view the Designated Information in connection with the Litigation;
- b. Court reporters in the Litigation, the judge and his employees or clerks working on the Litigation, and Special Masters assisting with the Litigation;
- c. Experts employed to assist in the Litigation, but only after completing the certification contained in Attachment A, Acknowledgement of Protective Order and Agreement to be Bound, the original of which shall be retained by counsel until the above-captioned case is conclusively resolved;
- d. State and local law enforcement including State Attorneys General; and
- e. Other persons only upon order of the Court and on such conditions as may be agreed or ordered, as set out in the paragraph below concerning “Public Records Requests.”

Any person to whom disclosure is made shall be bound by the terms of this Order. Designated Information shall not be communicated to the public or media in any way or form without prior approval of the Court. Counsel shall take measures to prevent unauthorized disclosure of Designated Information.

7. Copies. All copies of Designated Information shall thereafter be entitled to the protection of this Order.

8. Filing Documents Containing Designated Information. If contained in a pleading, motion, or other document filed with this Court, any Designated Information must be marked with the applicable confidentiality designation, designated as “Subject to Protective Order,” and filed under seal with prior Court authorization. Only the portions of the filed document containing Designated Information are subject to being filed under seal, and a party shall file both a redacted version for the public docket and an unredacted version for sealing.

9. Deposition Testimony Concerning the Designated Information. Deposition testimony concerning the Designated Information, and exhibits to depositions containing the Designated Information, shall be deemed CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER only if designated within ten days of the deposition. Such designation shall be specific as to the portions of the transcript or any exhibit to be designated as CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER. Thereafter, the deposition transcripts and any of those portions so designated shall be protected as CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER, pending objection, under the terms of this Order.

10. Use of Designated Information at Trial. All trials are open to the public. Absent order of the Court, there will be no restrictions on the use of any document that may be introduced by any party during the trial. If a party intends to present at trial CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER documents or information derived therefrom, such party shall provide advance notice to the other parties and to the DEA at least five (5) days before the commencement of trial by identifying the documents or information at issue as specifically as possible (i.e., by Bates number, page range, deposition transcript lines, etc.) without divulging the actual CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER documents or information. The Court may thereafter make such orders as are necessary to govern the use of such documents of information at trial. Any and all documents that may have been subject to sealing during discovery or motion practice will not enjoy a protected or confidential designation if the matter comes on for hearing, argument, or trial in the courtroom. The hearing, argument, or trial will be public in all respects.

11. De-Designation of Documents Stamped “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” under this Order. Any Designated Information is subject to challenge by

any party or nonparty with standing to object (hereafter, “party”). Before filing any motions or objections to a confidentiality designation with the Court, the objecting party shall have an obligation to meet and confer in a good faith effort to resolve the objection by agreement. If agreement is reached confirming or waiving the CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER designation as to any documents subject to the objection, the designating party shall serve on all parties a notice specifying the documents and the nature of the agreement.

12. Obligations on Conclusion of Litigation. Designated Information shall at all times remain the property of DOJ, subject to DEA control. Unless otherwise agreed upon or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal. Within thirty days after dismissal or entry of final judgment not subject to further appeal, all Designated Information and copies thereof shall be returned to the DEA, through its DOJ counsel, unless: (1) the document has been offered into evidence or filed without restriction as to disclosure, or (2) the parties agree to destruction in lieu of return. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product, but it shall continue to be subject to this Order. After dismissal or entry of final judgment not subject to further appeal, the Clerk may elect to return or, after notice, destroy documents filed under seal or offered at trial.

13. Public Record Requests. Because many of the Plaintiffs in this litigation are governmental entities, they may be subject to Public Records Laws, including, but not limited to, the Freedom of Information Act (collectively, “Public Records Laws”). As such, the Plaintiffs may receive requests for the Designated Information under applicable Public Records Laws (“Public Records Requests”). If Plaintiffs receive such requests, they shall immediately notify the DEA and Defendants of the request. Plaintiff will provide the notification to the DEA and Defendants via email to counsel of

record for the Defendants and for the DEA in this litigation. Should Defendants or the DEA decide to challenge the Public Records Request, the challenging party must, within two business days after notification of the existence of the request, file an appropriate action in this Court, opposing production of the records. Where such a challenge is filed with this Court, Plaintiffs shall not release any Designated Information without order of this Court.

IT IS SO ORDERED.

/s/ Dan A. Polster March 6, 2018
Dan Aaron Polster
United States District Judge

[Exhibit A]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION) MDL No. 2804
OPIATE LITIGATION)
) Case No. 17-MD-2804
THIS DOCUMENT RELATES TO:)
ALL CASES) Judge Dan Aaron Polster
)
) ACKNOWLEDGEMENT OF
) PROTECTIVE ORDER AND
) AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Northern District of Ohio in matters relating to the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” solely for purposes of the above-captioned action or for law enforcement purposes, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Signature

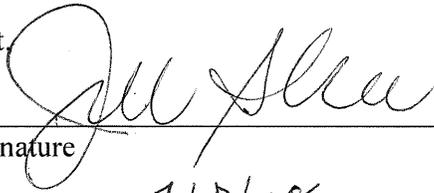
Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.



Signature

7/5/18

Date

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
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Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

**Case No. 19-23649 (RDD)
(Jointly Administered)**

PROTECTIVE ORDER

This Protective Order (the “**Protective Order**”) is entered in connection with the above-captioned chapter 11 cases brought by Purdue Pharma L.P. and certain other debtors (“**Debtors**”) and related adversary proceedings, including any appeals (collectively, the “**Proceeding**”), after due notice of the Debtors’ request for entry hereof and the opportunity for a hearing thereon by unopposed notice of presentment dated January 9, 2020. No additional notice of or hearing on

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

such request is required, and, after due deliberation, the Court has determined that the entry of this Protective Order is supported by good and sufficient cause and is in the best interests of the Debtors' estates, creditors and other parties in interest. This Protective Order is intended to preserve the confidentiality of sensitive information and to provide protection sufficient to constitute a Qualified Protective Order under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the regulations promulgated thereunder (*see* 45 C.F.R. § 164.512(e)(1)(ii)).

I. Scope of Protective Order

1. Diligence, disclosure, and discovery activity in the Proceeding may involve the assembly, aggregation, compilation, synthesis, summary, and production of confidential, proprietary, and/or personal information (including personally identifying information and the financial information of individuals) for which protection from public disclosure would be warranted.

2. This Protective Order shall govern all Discovery Material (as defined herein) produced, adduced, or disclosed in or for the purposes of the Proceeding, including in the course of diligence and/or discovery, by any Producing Party (as defined herein) to any Receiving Party (as defined herein). The disclosure of Discovery Material pursuant to this Protective Order shall not be considered or deemed a concession that such Discovery Material is or could be discoverable under Federal Rule of Bankruptcy Procedure 2004, Federal Rule of Bankruptcy Procedure 7026, or otherwise. Nothing in this Protective Order shall be construed as obligating a Producing Party to provide Discovery Material produced to any specific Receiving Party to any other Party, or as restricting any party-in-interest from seeking discovery whether pursuant to court order or otherwise.

3. This Protective Order shall not govern or apply to any information, documents, or materials obtained by any Party (as defined herein) outside of the Proceeding, including, but not limited to, information, documents, or other materials: (i) in the possession of such Party at the time the Proceeding was initiated through no wrongful act on the part of the entity or the individual who caused the information to come into the possession of such Party; (ii) produced in any other litigation and not re-produced in the Proceeding; (iii) produced in response to an investigative demand or administrative subpoena; or (iv) publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise. Nothing in this Protective Order is meant to modify, alter, or otherwise change any protections, restrictions, or similar limitations related to any information, documents, or materials obtained by any Party outside of the Proceeding, except as otherwise provided herein. This Protective Order is binding upon all the Parties to the Proceeding, including their respective corporate parents, subsidiaries, and affiliates and their respective attorneys, principals, agents, experts, consultants, representatives, directors, officers, and employees, as well as, to the maximum extent permitted by law, their Related Parties (as defined herein) as set forth in this Protective Order.

4. The entry of this Protective Order does not preclude any Party from seeking, where applicable, a further protective order from this Court pursuant to Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rules of Bankruptcy Procedure 7026 and 9014, and Federal Rule of Bankruptcy Procedure 9018.

5. Nothing herein shall be construed to affect in any manner the admissibility at hearing, trial, or any other court proceeding of any Discovery Material.

II. Certain Definitions

6. “**Ad Hoc Group of Non-Consenting States**” means the ad hoc group of non-consenting states as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 296], as may be amended from time to time.

7. “**Committee**” means the Official Committee of Unsecured Creditors.

8. “**Confidential Information**” means any Discovery Material designated as Confidential on the basis that it constitutes, reflects, discloses, or contains information that is or could be protected from disclosure by law as (i) personally identifying information, (ii) personal information relating to a Family Member, (iii) medical or psychiatric information, (iv) personnel records, (v) law enforcement materials, (vi) research, technical, commercial, financial, banking, or investment information that the Producing Party has maintained as confidential, (vii) such other proprietary or sensitive business or commercial information that is not publicly available, or (viii) other such information that would be entitled to protection on a motion for a protective order pursuant to Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rule of Bankruptcy Procedure 7026. For the avoidance of doubt, Discovery Material with a ‘Confidential’ designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order without any need to re-designate such Discovery Material.

9. “**Consenting Ad Hoc Committee**” means the ad hoc committee of governmental and other contingent litigation claimants as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 279], as may be amended from time to time.

10. “**Counsel**,” without another qualifier, means Outside Counsel, Member Outside Counsel, and In-House Counsel.

11. “**Discovery Material**” means any information; document; electronically stored information, such as matter stored or recorded in the form of electronic or magnetic media

(including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) (“**ESI**”); or tangible thing, including, but not limited to, all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response, or otherwise, that is produced, adduced, delivered, or disclosed in or pursuant to the Proceeding by any Producing Party to any Receiving Party, including in the course of diligence and/or discovery and/or pursuant to an order of the Court.

12. “**Family Entity**” means (i) Beacon Company, (ii) Rosebay Medical Company L.P., and (iii) each other entity or person that directly or indirectly owns equity in, or has voting control over, any of the Debtors.

13. “**Family Member**” means (i) Named Family Members and (to the extent not already listed) any descendants in any degree of Mortimer Sackler or Raymond Sackler, (ii) the spouse of any of the foregoing, (iii) any estate of the foregoing and executors thereof (solely in their capacities as such), and (iv) any trusts of which any Family Member is a beneficiary and the trustees thereof (solely in their capacity as such). For the avoidance of doubt, the terms Family Member and Family Entity together are co-extensive with the term “Covered Party” as defined in the Stipulation (as herein defined).

14. “**Group**” means each of the Committee; the Consenting Ad Hoc Committee; the Multistate Governmental Entities Group; the Ad Hoc Group of Non-Consenting States; the Ad Hoc Committee of NAS Babies as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 341], as may be amended from time to time; the Ad Hoc Group of Individual Victims of Purdue Pharma L.P. as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 348], as may be amended from time to time; the group of

hospital plaintiffs as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 90], as may be amended from time to time; the group of insurance purchasers as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 333], as may be amended from time to time; or any other group or committee formed for purposes of the Proceeding.

15. **“Highly Confidential Information”** means any Discovery Material designated as Highly Confidential that constitutes, reflects, discloses, or contains information the Producing Party has maintained as confidential and (i) the disclosure of which would allow a Market Participant to gain a material advantage in the marketplace such that it qualifies as a trade secret under applicable law, or (ii) the disclosure of which would be likely to cause commercial harm to the Producing Party or to the business partners or counterparties of the Producing Party. For the avoidance of doubt, Discovery Material with a ‘Highly Confidential’ designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order without any need to re-designate such Discovery Material.

16. **“In-House Counsel”** means any attorney employees of any Party including, for the avoidance of doubt, any attorneys who are employees of any governmental entity, such as the Office of the Attorney General of any State, Commonwealth, or Territory, that is a Party for purposes of the Proceeding.

17. **“Market Participant”** means, without limitation, any person or entity, other than the applicable Producing Party, that is engaged in the pharmaceutical or healthcare business including, but not limited to, pharmaceutical manufacturers, pharmaceutical distributors, any current or potential commercial counterparty of the Debtors, hospitals, insurers, and healthcare providers. For the avoidance of doubt, Market Participant does not include the Debtors, any individual person who is a claimant in the Proceeding, or any governmental entity.

18. “**Member**” means, (i) with respect to the Committee, any full or *ex officio* member of the Committee, (ii) with respect to each of the Consenting Ad Hoc Committee, Multistate Governmental Entities Group, the Ad Hoc Group of Non-Consenting States, or any other Group other than the Committee, any member of such Group.

19. “**Member Outside Counsel**” means any law firm, law office, or non-employee attorney who represents in the Proceeding any Member of a Group.

20. “**Multistate Governmental Entities Group**” means the multi-state group comprising approximately 1,222 entities as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 409], as may be amended from time to time.

21. “**Named Family Member**” means Beverly Sackler, David A. Sackler, Ilene Sackler, Jonathan D. Sackler, Kathe Sackler, Mortimer D.A. Sackler, Richard S. Sackler, and Theresa Sackler.

22. “**Outside Counsel**” means any law firm, law office, or non-employee attorney who has appeared for any Party in the Proceeding who is neither In-House Counsel nor Member Outside Counsel. For the avoidance of doubt, with respect to Discovery Material that is produced to any Group, “Outside Counsel” for such Group means only the law firm, law office, or non-employee attorney who has appeared for such Group in the Proceeding, and does not include Member Outside Counsel, *provided* that, absent further consent of the applicable Producing Party, “Outside Counsel” for the Multistate Governmental Entities Group will include only (1) the attorneys of Caplin & Drysdale, Chartered, (2) Cheryl Priest Ainsworth of Theodora Oringer PC, (3) Tricia Herzfeld of Branstetter, Stranch & Jennings, PLLC, (4) Richard F. Holley of Holley, Driggs, Walch Fine, Puzey, Stein & Thompson, (5) Beth A. Kaswan of Scott + Scott Attorneys at Law LLP, (6) Shelly A. Sanford of Watts Guerra LLP, (7) Judge Kevin Sharp

of Sanford Heisler Sharp, LLP, (8) Marghretta H. Shisko of Harrison White, P.C., (9) Jeffrey B. Simon of Simon Greenstone Panatier, PC, and (10) W. Edgar Spivey from Kaufman & Canoles, P.C.

23. **“Outside Professionals’ Eyes Only”** means any Discovery Material designated by a Family Member or a Family Entity as Outside Professionals’ Eyes Only that constitutes, reflects, discloses, or contains (i) voluntarily produced (by stipulation, agreement, or otherwise) Personally Identifying Information of any Family Member or Family Entity to the extent not redacted, (ii) information that the applicable Producing Party and each applicable Receiving Party has agreed should be treated as Outside Professionals’ Eyes Only (solely with respect to the production to each such Receiving Party), or (iii) information that the Court determines should be afforded treatment as Outside Professionals’ Eyes Only. If it becomes apparent during the course of the Proceeding that permitting the Debtors to designate Discovery Materials as Outside Professionals’ Eyes Only would increase the likelihood of success of the restructuring contemplated in the Proceeding, the Debtors, the Committee, the Consenting Ad Hoc Committee, and the Ad Hoc Group of Non-Consenting States agree to negotiate in good faith with respect to the scope of such designation. If a Producing Party is compelled on an involuntary basis to provide Discovery Material in the Proceeding (including Discovery Material previously voluntarily produced (by stipulation, agreement, or otherwise) as Outside Professionals’ Eyes Only Information), such Producing Party reserves the right to request that the Court afford such Discovery Material treatment as Outside Professionals’ Eyes Only (including by requesting a modification of the definition hereof), and each Receiving Party of such Discovery Materials reserves the right to object to or otherwise challenge such request. For the avoidance of doubt, none of the information described in paragraph 17(a) of the Stipulation

shall constitute Outside Professionals' Eyes Only Information, but such information may be given any other designation as determined by the applicable Producing Party in accordance with this Protective Order.

24. **“Party”** means any party-in-interest in the Proceeding who is bound to this Protective Order by agreement (indicated by completion of the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order) and/or an order of the Court (including, for the avoidance of doubt, (i) the Debtors, (ii) Beacon Company, (iii) Rosebay Medical Company, L.P., (iv) the Committee, (v) the Consenting Ad Hoc Committee, (vi) the Multistate Governmental Entities Group, and (vii) the Ad Hoc Group of Non-Consenting States), and each and every Related Party to any such party-in-interest. Additional persons or entities that are parties-in-interest may become a Party by either (a) completing the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order and filing the certification on the Court's docket, thereby agreeing to be bound by the Protective Order, or (b) being expressly bound to this Protective Order by an order of the Court. For the avoidance of doubt, (i) neither the United States nor any federal agency, including, without limitation the U.S. Trustee, is a Party within the meaning of this Protective Order or otherwise bound by this Protective Order; (ii) any Discovery Material sought by the United States or any federal agency, including, without limitation the U.S. Trustee, in the Proceeding will be governed by a separate arrangement to be negotiated; and (iii) any information sought outside of this Proceeding, by the United States, by any federal agency, or by any other Party, will not be governed by this Protective Order.

25. **“PEC”** means the Plaintiffs' Executive Committee in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, which is a member of the Consenting Ad Hoc

Committee set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 279], as may be amended from time to time.

26. **“Personally Identifying Information”** means the names, home addresses, personal e-mail addresses, home telephone numbers, Social Security or tax identification numbers, and other information protected by law from disclosure of any person, but shall not include the name of any Named Family Member.

27. **“Privileged Information”** means Discovery Material protected from disclosure by the attorney-client privilege, attorney work product protection, common-interest privilege, or any other legal privilege, immunity, or protection from production or disclosure.

28. **“Producing Party”** means a person who, or entity that, produces, discloses, or otherwise makes available Discovery Material to a Receiving Party. For purposes of a deposition or other testimony, the Producing Party is the person who, or entity that, put forth the witness.

29. **“Professional”** means any person or entity retained by a Party or by Counsel for a Party that is providing advice to such Party with respect to the Proceeding, including, for example, a financial advisor, provided that the person or entity agrees to be bound by this Protective Order and completes the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order. For the avoidance of doubt and for the purposes of this Protective Order, Marc Kesselman is a Professional of the Debtors.

30. **“Professionals’ Eyes Only Information”** means any Discovery Material designated as Professionals’ Eyes Only that constitutes, reflects discloses, or contains (i) information that could give rise to a safety or similar risk to any person or entity, or (ii) commercially or personally sensitive information the disclosure of which to non-Counsel or

non-Professionals is likely to adversely impact the goals of the Bankruptcy Code and the likelihood of success of the restructuring contemplated in the Proceeding. Any Discovery Material designated as Professionals' Eyes Only Information will also be designated as either Confidential Information ("**Professionals' Eyes Only/Confidential Information**") or Highly Confidential Information ("**Professionals' Eyes Only/Highly Confidential Information**") as set forth in this Protective Order. For the avoidance of doubt, Discovery Material with a 'Professionals Eyes Only' or 'Attorneys Eyes Only' designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order as Professionals Eyes Only/Highly Confidential Information without any need to re-designate such Discovery Material.

31. "**Protected Information**" means any information that is designated as Confidential Information, Highly Confidential Information, Professionals' Eyes Only/Confidential Information, Professionals' Eyes Only/Highly Confidential Information, or Outside Professionals' Eyes Only Information in accordance with the Protective Order.

32. "**Receiving Party**" means a Party that receives Discovery Material from a Producing Party.

33. "**Related Party**" means, with respect to any Party, such Party's principals, members, agents, consultants, directors, officers, and employees; and such Party's corporate parents, subsidiaries, and affiliates, and their principals, agents, consultants, directors, officers, and employees. For the avoidance of doubt, each Family Member and each Family Entity (other than Beacon Company and Rosebay Medical Company L.P.) is a Related Party with respect to Beacon Company and Rosebay Medical Company L.P., which are each a Party.

34. "**Stipulation**" means the Amended and Restated Case Stipulation Among the Debtors, the Committee and Certain Related Parties [ECF No. 518]

III. Designation and Redaction of Protected Information

35. A Party may designate any Discovery Material produced by itself, or testimony given by a witness offered by itself, that the Producing Party believes in good faith qualifies as Protected Information of the Producing Party pursuant to this Protective Order. In designating Discovery Materials as Protected Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and the rules and rulings of the Court. Nothing herein shall be construed as restricting a Producing Party from waiving, as confirmed in writing to any applicable Receiving Party, the designation of any Discovery Material as Protected Information with respect to any, all, or certain Receiving Parties. Notwithstanding the possible prior designation of Discovery Material under one label, a Producing Party may always designate or redesignate such Discovery Material with any designation it believes is appropriate. The designation or potential for designation under one label shall not be construed to mean that designation under another label would not also be appropriate.

36. For each document that contains or constitutes Protected Information, each page, to the extent practicable, will be explicitly marked by the Producing Party at the time of production, as relevant, “CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “PROFESSIONALS’ EYES ONLY/CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “PROFESSIONALS’ EYES ONLY/HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER,” “OUTSIDE PROFESSIONALS’ EYES ONLY INFORMATION—SUBJECT TO PROTECTIVE ORDER”, or comparable notices. To the extent that ESI that contains or constitutes Protected Information is produced in any electronic form, the Producing Party may designate such matters by a designation on the media. To the extent that ESI that contains or constitutes Protected Information is produced by any Party in a native form, the

Producing Party may designate the file by including the appropriate label in the file name. The Producing Party will identify in a log the different categories or groups of Discovery Materials that have been designated as Outside Professionals' Eyes Only. Such log will be produced as soon as reasonably practicable following the production of such Protected Information.

37. A Producing Party may redact certain portions of Protected Information from Discovery Material to the extent necessary to protect Personally Identifying Information (other than Personally Identifying Information of Family Members and Family Entities in Discovery Material designated as Outside Professionals' Eyes Only Information) and Privileged Information from disclosure. The basis for any such redaction, as between Personally Identifying Information and Privileged Information, shall be provided in a log. With respect to redactions of Privileged Information, the log will identify the privilege or privileges asserted. For the avoidance of doubt, redactions may be challenged at any time by a Receiving Party as set forth in paragraph 64. If a challenge is made in accordance with paragraph 64 or if a Producing Party is compelled on an involuntary basis to produce Discovery Material in the Proceeding, and such Discovery Material contains Personally Identifying Information, such Producing Party reserves the right to seek an order from the Court permitting redactions of such Personally Identifying Information, to which all other Parties shall have the right to object or otherwise challenge. Nothing in this Protective Order shall create any presumptions or shift any burdens with respect to whether Discovery Material is discoverable or is entitled to protection from disclosure.

38. Discovery Material disclosed through testimony at a deposition taken in connection with the Proceeding may be designated as Protected Information by the Party who put forth the witness, which Party will be treated as the Producing Party for purposes of the

testimony and transcript of such testimony, either (i) on the record at the time of testimony or (ii) by notifying the court reporter in writing and any applicable Receiving Parties by a Notice of Designation on the Court's docket of such designation within seven (7) days of the Producing Party's receipt of the initial rough transcript of a deposition. The court reporter will indicate the portions designated as Protected Information as appropriate. Designations of transcripts will apply to audio, video, or other recordings of the testimony. Any transcripts released prior to the expiration of the seven (7)-day period shall be marked with the highest designation of any portion of the transcript designated on the record, and all Parties shall treat the transcript in accordance with such designation for the duration of the seven (7)-day period. If the Producing Party does not provide notice of any designation of a transcript either (i) on the record at the time of testimony or (ii) in writing within the seven (7)-day period, then the entire transcript will be deemed not to contain Protected Information.

39. In accordance with this Protective Order, the only persons who may be present at a deposition for the period during which any questions regarding Protected Information are asked are those, with respect to each designation of Protected Information, who are identified in Section V below. No failure to exclude any persons from such deposition shall prejudice a Producing Party's right to subsequently designate such information as Protected Information. This paragraph shall not be deemed to authorize disclosure of any Protected Information to any person to whom disclosure is prohibited under this Protective Order.

IV. Means of Access to Professionals' Eyes Only Information

40. Professionals' Eyes Only Information shall be produced by ordinary course means to Outside Counsel for a Receiving Party and to Professionals and vendor agents for such Receiving Party who are entitled to receive such Professionals' Eyes Only Information as set forth in Section V below.

41. In addition, and subject to the limitations set forth in Section V below with respect to Professionals' Eyes Only/Highly Confidential Information, (i) persons as designated by each Member of the Committee (*provided* that no Market Participant shall have direct access to Professionals' Eyes Only/Highly Confidential Information) and (ii) a reasonable number of attorneys and staff overseen by such attorneys as designated by each Member of (a) the Consenting Ad Hoc Committee and (b) the Ad Hoc Group of Non-Consenting States (collectively, "**View-Only Designees**") will receive view-only access to Professionals' Eyes Only Information provided to Outside Counsel of the aforementioned Group of which such View-Only Designee is a Member, *provided* that the View-Only Designees with respect to the PEC will be the Designated Co-lead Counsel of the PEC. A list of the names of all View-Only Designees shall be transmitted by e-mail to Debtors and to Counsel for the Family Members and Family Entities in order to confirm to whom view-only access is to be provided, and the view-only access platform will have a confidentiality acknowledgment that each View-Only Designee will be required to affirm prior to entry to the platform. View-Only Designees reserve the right to request that the Court modify the means of access to Discovery Materials, including upon a reasonable showing that the view-only platform provided to them is not reasonably accessible or is otherwise imposing an undue burden, provided that any alternative means of access ordered by the Court will also be view-only.

42. In-House Counsel and Member Outside Counsel, other than View-Only Designees or In-House Counsel for any Market Participant, shall be permitted to seek view-only access to Professionals' Eyes Only Information ("**Requesting Counsel**") for which Outside Counsel for the same Party or Outside Counsel for the Group of which such Party is a Member has been provided ordinary course access by making a request to the Producing Party which:

(i) specifies the Professionals' Eyes Only Information to which access is sought and (ii) sets forth the reasonable basis for the request and the steps Requesting Counsel has taken or commits to take to protect the Professionals' Eyes Only Information (the "**Access Request**"). If the Producing Party does not grant the Access Request within three (3) days, Requesting Counsel and the Producing Party will meet and confer within five (5) days of the Access Request. If the Access Request has been neither rescinded nor granted at the conclusion of the meet and confer, Requesting Counsel will have the right to request a chambers conference with the Court regarding the Access Request.

V. Access to Protected Information

43. No person or entity subject to the Protective Order shall disclose or permit the disclosure of any information designated as Protected Information to any person or entity except as expressly set forth in this Protective Order. For the avoidance of doubt, no Receiving Party (including the Receiving Party's Counsel) may share any Protected Information received by it from a Producing Party with any other Party.

44. **Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Confidential Information designated in accordance with the provisions of this Protective Order is produced shall use such Confidential Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Confidential Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Such Receiving Party;
- ii. If such Receiving Party is a Group, the Members (including staff employed by such Member) of such Receiving Party;

- iii. Counsel for such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iv. If such Receiving Party is a Group, Counsel of the Members of such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- v. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vi. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vii. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- viii. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony; and
- ix. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(vi) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

45. **Highly Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Highly Confidential Information designated in accordance with the provisions of this Protective Order is produced shall use such Highly Confidential Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Highly Confidential Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Such Receiving Party, unless such Party is a Market Participant;
- ii. If such Receiving Party is a Group, the Members (including staff employed by such Member) of such Receiving Party, unless such Member is a Market Participant;
- iii. Outside Counsel for such Receiving Party, In-House Counsel for such Receiving Party unless such Party is a Market Participant, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iv. If such Receiving Party is a Group, the Member Outside Counsel for each Member of such Receiving Party, In-House Counsel for each Member of such Receiving Party unless such Member is a Market Participant, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- v. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- vi. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;

vii. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;

viii. Any deponent or witness, and his/her counsel, who may be shown Highly Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony; provided that such deponent or witness shall not be permitted to retain Highly Confidential Information and further provided that, unless otherwise agreed by the Producing Party or ordered by the Court, no Highly Confidential Information may be shown to any witness who is a current employee of a Market Participant; and

ix. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Highly Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(vi) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

46. **Professionals' Eyes Only/Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Protected Information designated in accordance with the provisions of this Protective Order as both Professionals' Eyes Only Information and Confidential Information is produced shall use such Protected Information solely for purposes of the Proceeding and such Receiving Party shall

not disclose the contents of such Protected Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Outside Counsel for the Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Outside Counsel;
- ii. If such Receiving Party is the Committee, each View-Only Designee for the Committee in the manner set forth in Section IV, the Member Outside Counsel of each Member of such Receiving Party, In-House Counsel of each Member of such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iii. If such Receiving Party is the Consenting Ad Hoc Committee or the Ad Hoc Group of Non-Consenting States, the View-Only Designees for the Receiving Party in the manner set forth in Section IV;
- iv. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- v. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vi. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- vii. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Professionals' Eyes Only/Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony provided that such deponent or witness shall not be permitted to retain Professionals' Eyes Only/Confidential Information and further provided that, unless

otherwise agreed by the Producing Party or ordered by the Court, no Professionals' Eyes Only/Confidential Information may be shown to any witness who is a current employee of a Market Participant; and

viii. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Professionals' Eyes Only/Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(v) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

47. **Professionals' Eyes Only/Highly Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Protected Information designated in accordance with the provisions of this Protective Order as both Professionals' Eyes Only Information and Highly Confidential Information is produced shall use such Protected Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Protected Information to any person or entity unless such person or entity falls within at least one of the following categories set forth in paragraph 45 and at least one of the categories set forth in paragraph 46. For the avoidance of doubt, if such Receiving Party is the Committee, such Receiving Party shall not disclose the contents of Professionals' Eyes Only/Highly Confidential Information to a View-Only Designee for the Committee which is a Market Participant or to the In-House Counsel of such View-Only Designee. Before any Professionals' Eyes Only/Highly Confidential Information is reviewed or

inspected by or otherwise disclosed to any person listed in paragraph 45(i)-(vi) or paragraph 46(i)-(v) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

48. **Outside Professionals' Eyes Only Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Outside Professionals' Eyes Only Information designated in accordance with the provisions of this Protective Order is produced shall use such Outside Professionals' Eyes Only Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Outside Professionals' Eyes Only Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Outside Counsel for the Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Outside Counsel;
- ii. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- iii. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- iv. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- v. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Outside Professionals' Eyes Only Information only to the extent

necessary to prepare for deposition or testimony or during such deposition or testimony provided that such deponent or witness shall not be permitted to retain Outside Professionals' Eyes Only Information and further provided that, unless otherwise agreed by the Producing Party or ordered by the Court, no Outside Professionals' Eyes Only Information may be shown to any witness who is a current employee of a Market Participant; and

vi. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Outside Professionals' Eyes Only Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(iii) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

VI. Confidentiality Acknowledgment

49. Each Receiving Party shall sign an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, acknowledging that it shall abide by the terms of the Protective Order. Each Party shall provide a signed copy of the Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, to Debtors by e-mail.

50. Each non-Party person required under this Protective Order to complete the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order, shall be provided with a copy of this Protective Order and shall sign an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto

as Appendix I, acknowledging that he or she has read this Protective Order and shall abide by its terms.

51. Persons who come into contact with Protected Information for clerical or administrative purposes, and who do not retain copies or extracts thereof, are not required to execute an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, but must comply with the terms of this Protective Order.

52. In the event of a suspected unauthorized disclosure of Protected Information, each Party will have the right to request a chambers conference with the Court wherein the Court will be asked to determine (i) whether an unauthorized disclosure occurred and (ii) the appropriate remedy therefor, which shall be within the Court's discretion.

VII. Protection and Use of Protected Information

53. Counsel to any applicable Receiving Party shall take reasonable steps to assure the security of any Protected Information and will limit access to such material to those persons authorized by this Protective Order.

54. Nothing herein shall restrict any Party, Counsel, or Professional who is permitted to receive certain Protected Information pursuant to this Protective Order from making working copies, abstracts, digests, or analyses of such Protected Information for use in connection with the Proceeding and such working copies, abstracts, digests, and analyses shall be deemed to have the same level of protection as the derived-from Protected Information under the terms of this Protective Order. Further, nothing herein shall restrict any Party, Counsel, or Professional who receives such Protected Information by ordinary course means from converting or translating such Protected Information into machine-readable form for incorporation in a data retrieval system used in connection with the Proceeding, provided that access to such Protected Information, in whatever form stored or reproduced, shall be deemed to have the same level of

protection under the terms of this Protective Order as at the time of production. For the avoidance of doubt, to the extent certain Protected Information is provided to any person on a view-only basis, no person or entity with any access to such Protected Information will engage in any behavior that would render the purpose of the view-only restriction a nullity.

55. Any Party, Counsel, or Professional who is permitted to receive certain Protected Information shall at all times, including after the conclusion of the Proceeding, keep all notes, abstractions, or other work product derived from or containing such Protected Information in a manner to prevent any unauthorized disclosure of such Protected Information. Nothing in this Protective Order shall be construed as requiring the disclosure of any such work product at the conclusion of the Proceeding.

56. Nothing herein shall restrict any Party's Counsel who is permitted to receive certain Protected Information from rendering advice to such Party with respect to the Proceeding and, in the course thereof, relying upon such Protected Information, provided that in rendering such advice, Counsel shall not engage in any behavior that would render the purpose, effect, or terms of the Protective Order a nullity.

57. Nothing herein shall prejudice in any way the rights of any Party to object to the relevance, authenticity, or admissibility into evidence of any Discovery Material subject to this Protective Order, or otherwise constitute or operate as an admission by any Party that any particular Discovery Material is or is not relevant, authentic, or admissible into evidence at any deposition, hearing, or trial related to the Proceeding.

58. Nothing contained in this Protective Order shall preclude any Producing Party from using its own Protected Information in any manner it sees fit, without prior consent of any other Party or the Court.

59. If a Receiving Party learns of any unauthorized disclosure of Protected Information for which the Receiving Party may be, in whole or in part, responsible, it shall immediately (i) inform the Producing Party in writing of all pertinent facts relating to such disclosure, (ii) make reasonable best efforts to retrieve all copies of the Protected Information that was disclosed without authorization, (iii) inform the person or persons to whom unauthorized disclosures were made of the terms of this Protective Order, (iv) request such person or persons execute the Acknowledgement and Agreement to Be Bound by Protective Order that is attached hereto as Appendix I, and (v) as soon as reasonably practicable, certify to the Producing Party that the steps in (i)-(iv) above are being undertaken or have been completed. Nothing herein shall prevent a Producing Party from requesting that a Receiving Party take other reasonable additional steps to mitigate or remediate an unauthorized disclosure, or from seeking Court intervention with respect to such unauthorized disclosure.

60. Unless otherwise agreed or ordered, this Protective Order shall remain in force after the closing of the Proceeding, and the Court shall retain jurisdiction after such closing to modify or enforce the provisions of this Protective Order. Each Party consents to the ongoing jurisdiction of the Court to modify or enforce the provisions of this Protective Order.

61. Within ninety (90) days of the request of a Producing Party made after the closing of the Proceeding, or as soon as reasonably practicable after such request, or such other time as the Producing Party may agree in writing, each applicable Receiving Party shall use commercially reasonable efforts to return or to destroy, at the option of the Receiving Party, all Protected Information under this Protective Order unless the Protected Information has been offered into evidence, filed without restriction as to disclosure, or otherwise been made publicly available without a violation of the terms of the Protective Order. At the Request of the

Producing Party, as soon as practicable thereafter, each applicable Receiving Party shall certify in writing (which may be by e-mail), to the best of such Party's knowledge after reasonable inquiry, the return or destruction of Discovery Material containing Protected Information to the Producing Party. The Receiving Party shall not be required to locate, isolate, and return or destroy e-mails (including attachments to e-mails) that may include Protected Information contained in deposition transcripts or drafts or final expert reports.

62. Notwithstanding the above requirements to return or destroy Discovery Material, any applicable Receiving Party, Counsel, and Professionals may retain (i) such Discovery Material as it reasonably believes (and at all times continues to reasonably believe) are required in order to satisfy applicable law, ethical or professional obligations, and rules or commercially reasonable, bona fide internal record-keeping or retention policies or procedures, (ii) any analyses, compilations, abstracts, studies, summaries, or other documents, reports, or records prepared by the Receiving Party or its Counsel or Professionals based on, containing, or reflecting Protected Information, (iii) any portions of the Protected Information that are publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise, and (iv) any portions of Protected Information that it reasonably believes cannot be practicably destroyed (such as oral communications, e-mail back-up records, bank-up server tapes, and any records of similar such automated record-keeping or other retention systems). Any retained Protected Information shall continue to be protected under this Protective Order.

VIII. Changes in Designation of Information

63. If a Producing Party inadvertently produces any Protected Information without labeling or marking or otherwise designating it as such in accordance with the provisions of this

Protective Order, such Producing Party shall give written notice to any applicable Receiving Party that the Discovery Material produced is deemed designated and should be treated as such in accordance with the provisions of this Protective Order, and shall provide replacement media, images, and any associated production information to conform the Discovery Material to the appropriate designation and facilitate use of the revised designation in the production. Such Receiving Party must treat such Discovery Material with the noticed level of protection from the date such notice is received, unless such Discovery Material has become publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise. Disclosure of such Protected Information, prior to the receipt of such notice, to persons not authorized to receive such Protected Information shall not be deemed a violation of this Protective Order. A Producing Party may designate, change the designation of, or withdraw a designation from any Discovery Material that it has produced consistent with this Protective Order, provided, however, that such redesignation shall be effective only as of the date that notice of such redesignation is received. Such redesignation shall be accomplished by notifying Counsel for each applicable Receiving Party in writing of such redesignation and providing replacement images bearing the appropriate description, along with the replacement media, images, and associated production information referenced above. Upon receipt of any redesignation and replacement image, each Receiving Party shall (i) treat such Discovery Material in accordance with this Protective Order; (ii) take reasonable steps to notify any persons known to have possession of any such Discovery Material of such redesignation under this Protective Order; and (iii) promptly endeavor to procure all copies of such Discovery Material from any persons known to have possession of such Discovery Material who are not entitled to

receipt under this Protective Order. It is understood that each Receiving Party's good faith efforts to procure all such Discovery Material may not result in the actual return of all such Discovery Material.

64. A Receiving Party may challenge a designation or a redaction at any time with respect to Discovery Material that is or would be discoverable. If a Receiving Party believes that Discovery Material is not properly designated as Protected Information or that redaction of certain Discovery Material is not justified, such Receiving Party will identify the specific Discovery Material that it believes is improperly designated or redacted and notify the Producing Party, in writing, of its good faith belief that the designation or redaction was not proper under this Protective Order (a "**Challenge Notice**"). The Receiving Party may also challenge redactions or designations by group or category, rather than by individual piece of Discovery Material, provided that the group or category of Discovery Material subject to the challenge is identified in a manner sufficient to provide notice to the Producing Party. Within five (5) days of receipt of a Challenge Notice, the Producing Party must either offer to modify the redaction or designation as requested in the Challenge Notice or explain in writing to such Receiving Party the basis of the chosen redaction or designation. If at any time the Receiving Party chooses to pursue the subject of the Challenge Notice before the Court, the Receiving Party will notify the Producing Party and will have up to five (5) days from such notification to challenge the designation or redaction by submitting a letter to the Court of no more than five (5) single-spaced pages (the "**Challenge Letter**"), with copies transmitted by e-mail to Debtors, the Committee, and the Producing Party. If a Challenge Letter is submitted, the Producing Party shall have five (5) days from the date of submission to the Court to submit a response letter of no more than five (5) single-spaced pages, with copies transmitted by e-mail to Debtors, the Committee, and the

Party that submitted the Challenge Letter. Until the Court rules on the challenge, all Parties shall continue to afford the Discovery Material in question the level of protection to which it is entitled under the Producing Party's designation or redaction. In the event that a redaction or designation is changed by the Producing Party or by an order of the Court, the Producing Party shall provide replacement media, images, and associated production information as provided above.

IX. Inadvertent Production of Documents

65. The Parties agree that no Party intends to disclose Privileged Information, except as specifically provided for and protected by a common interest privilege, joint defense privilege, or similar protection pursuant to the terms of the Stipulation. If, nevertheless and except as provided in the Stipulation, a Producing Party discloses Privileged Information, such disclosure shall be deemed inadvertent without any need of further showing under Federal Rule of Evidence 502(d) and shall not constitute or be deemed a waiver or forfeiture of the privilege or protection from discovery by such Producing Party in this case or in any other federal or state proceeding. This section shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

66. If a Producing Party discovers that it has produced Privileged Information, it shall promptly notify any applicable Receiving Parties of the production in writing, shall identify the produced Privileged Information, and may demand that such Receiving Parties return or destroy the Privileged Information. In the event that any Receiving Party receives Discovery Material that it believes is Privileged Information, such Receiving Party shall immediately refrain from examining the Discovery Material and shall promptly notify the applicable Producing Parties in writing that the Receiving Party possesses potentially Privileged Information. Each Producing Party shall have five (5) days after receiving such notice to assert privilege over the identified

Discovery Material. If such Producing Party does not assert a claim of privilege within the five (5)-day period, the Discovery Material in question shall be deemed not privileged.

67. If any Producing Party has notified any Receiving Party of production of Privileged Information, or has confirmed the production of Privileged Information called to its attention by a Receiving Party, each such Receiving Party shall within five (5) days of receiving such notification or confirmation: (i) return, sequester, or destroy all copies of the Privileged Information in its possession, custody, or control (the “**Clawed-Back Information**”); (ii) neither use nor disclose the Clawed-Back Information until any dispute over the claim of privilege is resolved; (iii) take reasonably steps to retrieve any Clawed-Back Information that may have been disclosed by such Receiving Party prior to the notification; and (iv) ensure that the Clawed-Back Information is not disclosed in any manner by the Receiving Party.

68. Within ten (10) days of the notification that such Clawed-Back Information has been returned, destroyed, sequestered, or deleted, the applicable Producing Parties shall produce a privilege log with respect to the Clawed-Back Information. Within seven (7) days after receiving the privilege log(s) with respect to such Clawed-Back Information, a Receiving Party may notify the applicable Producing Party in writing of an objection to a claim of privilege or work-product protection with respect to the Clawed-Back Information. Within five (5) days of the receipt of such notification, the applicable Producing Party and any applicable Receiving Parties shall meet and confer in an effort to resolve any disagreement concerning the privilege or work-product claim with respect to such Clawed-Back Information.

69. A Receiving Party shall not use any Clawed-Back Information for any purpose other than to dispute the claim of privilege until the Court has ruled on such dispute (if any). If a Receiving Party files a motion disputing the claim of privilege following the meet and confer, the

applicable Producing Party bears the burden of establishing the attorney-client privilege, attorney work product protection, common-interest privilege, or any other privilege, immunity, or protection from production or disclosure of any Clawed-Back Information and may oppose such motion, including on the grounds that inadvertent disclosure does not waive privilege.

70. Nothing contained herein is intended to or shall serve to limit a Party's right to conduct a review of Discovery Material for relevance, responsiveness, and segregation of either privileged or protected information before production. Nothing in this Protective Order shall limit the Court's right or any Party's right to request an in-camera review of any Privileged Information.

71. In the event any prior order or agreement between any Parties or between any Party and any non-Party concerning the disclosure of either privileged or work product protected materials conflicts with any of the provisions of the Protective Order, the provisions of the Protective Order shall control the treatment of such privilege issues with respect to all Discovery Material.

X. Filing and Use at any Hearing or Trial of Protected Information

72. If any Receiving Party determines to file or to otherwise submit to the Court any Discovery Material containing or disclosing the content of Protected Information, including, but not limited to, briefs, pleadings, memoranda, transcripts, and discovery responses, such Protected Information must be filed under seal or in redacted form, unless such Receiving Party first either (i) obtains from the Producing Party (a) consent to the filing without sealing or redaction, or (b) a waiver of the prohibition against filing, referencing, submitting, or otherwise using such Protected Information in unredacted form, or (ii) obtains, through a motion on notice to the Producing Party, an order of the Court (a) allowing the filing without sealing or redaction or (b) modifying or eliminating the aforementioned prohibition.

73. To the extent that a brief, memorandum, pleading or other filing references any Protected Information, the filing Party shall file a redacted version on the public docket on the date such filing is due to be filed and may concurrently file an unredacted version under seal. Only portions of Discovery Materials containing Protected Information are subject to redaction. All filings made under seal shall be submitted electronically and shall be linked to this Protective Order or other relevant authorizing order. If both redacted and unredacted versions are being submitted for filing, each version shall be clearly named so there is no confusion as to why there are two entries on the docket for the same filing.

74. If the Court has granted an exception to electronic filing, a sealed filing shall be placed in a sealed envelope marked “CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER.” The sealed envelope shall display the case name and number, a designation as to what the document is, and the name of the Party on whose behalf it is submitted. A copy of this Protective Order, or other relevant authorizing order, shall be included in the sealed envelope.

75. A Receiving Party that intends to present Protected Information at a hearing or trial shall use reasonable best efforts to bring that issue to the Producing Party’s and the Court’s attention without disclosing the Protected Information no later than one (1) day prior to the hearing or trial. No later than the morning of the hearing or trial, the Receiving Party that intends to present Protected Information and the Producing Party shall meet and confer regarding procedures for the use of the Protected Information at the hearing or trial. If necessary, the Court may thereafter make such orders, including any stipulated orders, as are necessary to govern the use of Protected Information at the hearing or trial.

XI. Protected Information Requested by Third Party; Procedure Following Request

76. If any Receiving Party is served with a subpoena, a request for information, including a request under any public records act, or any similar federal, state, or municipal law (collectively, the “**Public Disclosure Laws**”), or any other form of legal process that purports to compel disclosure of any Protected Information covered by this Protective Order (“**Request**”), and determined that the Receiving Party may be required to produce Protected Information in response to the Request, the Receiving Party must so notify the applicable Producing Party, in writing, as soon as reasonably possible following the Request. In the event the Receiving Party determines it is required to disclose Protected Information in response to the Request, any notice of such Request must include a copy of the Request, or, to the extent the Request cannot be shared, information sufficient to identify the name of the party who made the request (the “**Requestor**”) and the particular materials sought. The Receiving Party will make reasonable best efforts to provide such notice no more than five (5) days after determining it must comply with the Request in order to enable the applicable Producing Party to seek a court order protecting the Protected Information, provided that notice of a Request made under Public Disclosure Laws will be provided in accordance with applicable law. Unless otherwise required by law or by an order of a court of competent jurisdiction, the Receiving Party will reasonably await the applicable Producing Party’s intervention to seek a court order protecting the Protected Information prior to the disclosure of any Protected Information in response to a Request.

77. In the event the Receiving Party determines it is required to disclose Protected Information in response to the Request, the Receiving Party will make reasonable best efforts to inform the Requestor in writing that some or all the requested material is the subject of this Protective Order, and to provide information regarding where to obtain a copy of this Protective

Order if requested by the Requestor. Any Party or Requestor who seeks disclosure of Protected Information by requesting relief from this Court shall bear the burden and expense of requesting such relief.

78. The purpose of this section is to alert the Requestor to the existence of this Protective Order and to afford the applicable Producing Party an opportunity to protect such Protected Information. The Producing Party may seek to protect its Protected Information from disclosure in response to a Request by making a motion to this Court for a protective order, to quash a subpoena, or for similar relief. The Court shall have jurisdiction to grant all appropriate relief to protect the Protected Information from disclosure to the Requestor and otherwise to further the purposes of this Protective Order. Each Producing Party shall bear the burden and the expense of seeking protection of its Protected Information. The obligations set forth in this section remain in effect while the Receiving Party has Protected Information in its possession, custody, or control.

79. If the Producing Party seeks a protective order or other similar relief from any court of competent jurisdiction, including from this Court, in response to a Request, the Receiving Party shall not disclose such Protected Information until such court of competent jurisdiction has ruled on the request for a protective order or other similar relief, except to the extent required by applicable law. The restrictions in this paragraph shall not apply to Protected Information (i) for which the Producing Party expressly consents in writing to disclosure to the Requestor; or (ii) that this Court has determined, pursuant to an order of the Court, to have been improperly designated as Protected Information.

80. Notwithstanding any other terms or provisions in this Protective Order, Committee Member Pension Benefit Guaranty Corporation (“PBGC”) may disclose the

Protected Information to the Executive Branch of the United States, Congress or any committee, joint committee or subcommittee thereof, the Comptroller General, the PBGC and PBGC Board of Directors, officials, advisors, consultants, and representatives who have a need to know the information as part of their job responsibilities related to the PBGC (“Officials”). PBGC will inform all Officials having access to the Protected Information that such information is subject to this Protective Order. Notwithstanding any other terms or provisions in this Protective Order, PBGC may disclose information about the amount of underfunding in any pension plan covered by Title IV of ERISA, including but not limited to information about guaranteed benefit liabilities, unfunded benefit liabilities, plan assets and funding ratios, whether or not this information is contained in or derived from the Protected Information.

81. The provisions of this section shall apply to any entity in receipt of Protected Information governed by this Protective Order. Notwithstanding anything herein that could be interpreted as to the contrary, nothing in this Protective Order shall be deemed to (1) foreclose any Party from arguing that Protected Information is not a public record for purposes of the Public Disclosure Laws; (2) prevent any Party from claiming any applicable exemption to the Public Disclosure Laws; (3) limit any arguments that a Party may make as to why Protected Information is exempt from disclosure, (4) limit any arguments that a Party or Requestor may make as to why Protected Information should be disclosed pursuant to an order of the Court; or (5) prevent any Party from complying with Public Disclosure Laws or an order of a court of competent jurisdiction.

XII. Information Protected Pursuant to HIPAA

82. Discovery in the Proceeding may involve production of Protected Health Information (as defined in 45 C.F.R. § 160.103) for which special protection from public disclosure and from any purpose other than use in the Proceeding is warranted.

83. Pursuant to 45 C.F.R. § 164.512(e)(1), all Covered Entities and their Business Associates (as defined in 45 C.F.R. § 160.103), or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information relevant to the Proceeding to: (i) Parties in the Proceeding, (ii) Counsel and Professionals; (iii) the Court and its personnel, and (iv) court reporters; provided, however, that such disclosure shall be expressly limited to those persons who reasonably need to receive such information in connection with the Proceeding and for no other purpose (collectively, “**PHI Recipients**”), and for such purposes as designated in paragraph 84. Further, all Parties that are entities subject to state privacy law requirements, or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information relevant to the Proceeding to PHI Recipients and for such purposes as designated in paragraph 84. The Court has determined that disclosure of such Protected Health Information is necessary for the conduct of proceedings before it and that failure to make the disclosure would be contrary to public interest or to the detriment of one or more Parties to the Proceeding.

84. The Parties shall not use or disclose Protected Health Information for any purpose other than the Proceeding. PHI Recipients may use Protected Health Information for purposes of the Proceeding. PHI Recipients may disclose Protected Health Information to other PHI Recipients; provided, however, that such disclosure shall be expressly limited to those persons who reasonably need to receive such information in connection with the Proceeding and for no other purpose.

85. The Parties shall make all necessary efforts and take all necessary precautions to limit the uses and disclosures of, and requests for, Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45

C.F.R. § 164.502(b). PHI Recipients shall implement reasonable security measures in maintaining any documents containing Protected Health Information.

XIII. Miscellaneous Provisions

86. The Parties referenced in a particular paragraph may agree in writing to extend the time periods set forth in such paragraph; provided that such agreement will only cover the particular instance for which the agreement was made.

87. Nothing in this Protective Order or any action or agreement of a Party under this Protective Order limits the Court's power to make any orders that it deems appropriate with respect to the protection afforded to any Discovery Material or the use and disclosure of any Discovery Material produced or used in discovery or at hearing or trial.

88. Nothing in this Protective Order shall abridge the right of any Party to seek judicial review or to pursue other appropriate judicial action to seek a modification or amendment of this Protective Order.

89. In the event that any Party shall violate or threaten to violate the terms of this Protective Order, the applicable Producing Party may immediately apply to obtain injunctive relief against any Party violating or threatening to violate any of the terms of this Protective Order, and in the event the Producing Party shall do so, the respondent Party, subject to the provisions of this Protective Order, shall not employ as a defense thereto the claim that the Producing Party possesses an adequate remedy at law. Without limiting the foregoing, violations of the terms of this Protective Order may result in sanctions, including without limitation contempt, adverse inferences, equitable subordination of claims, or any other remedies or punishments that the Court considers just and proper under the circumstances.

90. This Protective Order shall supersede all prior confidentiality and similar agreements (i) involving one or more of (a) the Debtors, (b) the Beacon Company, and (c) the

Rosebay Medical Company L.P., and (ii) which specifically relate to the production of Discovery Materials in the Proceeding, including, but not limited to, a non-disclosure agreement between the Committee and the Debtors, a confidentiality agreement between the Committee, the Beacon Company, and the Rosebay Medical Company L.P., a non-disclosure agreement between the Consenting Ad Hoc Committee Outside Counsel, Consenting Ad Hoc Committee Professionals, and the Debtors, and an agreement among the Debtors, the Committee, Beacon Company, and Rosebay Medical Company L.P. with respect to production of the materials produced by such Parties in the MDL proceeding captioned *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2894-DAP, in each case consistent with the terms of those agreements. For the avoidance of doubt, this Protective Order does not modify the scope or terms of any protective order in any other proceeding.

91. This Protective Order shall not be construed as waiving any right to assert a claim of privilege, relevance, or other grounds for not producing Discovery Material called for, and access to such Discovery Material shall be only as provided for by separate agreement of the Parties or by the Court.

92. The Protective Order shall continue in force until amended or superseded by express order of the Court, and shall survive and remain in effect after the closing of the Proceeding.

93. This Protective Order is entered for the purpose of facilitating the Proceeding. Nothing herein shall be construed or presented as a judicial determination that any Discovery Material designated as Protected Information is subject to protection under Federal Rule of Civil Procedure 26(c), Federal Rule of Bankruptcy Procedure 7026, or otherwise until such time as the Court may rule on a specific document or issue. This Protective Order is not intended to create,

expand, or contract substantive rights or privileges, nor to modify the scope of protection available under Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rule of Bankruptcy Procedure 7026. It imposes no production or disclosure obligations on any Party. It is intended solely to provide a procedural mechanism to enable the Parties to raise claims and preserve issues in a format which facilitates the disclosure process.

94. This Protective Order shall become effective upon being so ordered by the Court.

SO ORDERED.

Dated: January 27, 2020
White Plains, New York

By: /s/Robert D. Drain
The Honorable Robert D. Drain
United States Bankruptcy Judge

Appendix I

**Acknowledgement and Agreement
to be Bound by Protective Order**

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

The undersigned agrees:

On behalf of the party named below (the “**Party**”), I declare under penalty of perjury that the Party has read in its entirety and understands the Protective Order that was issued by the United States Bankruptcy Court for the Southern District of New York in above-captioned chapter 11 cases (the “**Proceeding**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

The Party agrees to comply with and to be bound by all the terms of the Protective Order, and the Party understands and acknowledges that failure to so comply, and failure by counsel or other professionals employed or retained by such Party to so comply, could expose the Party to sanctions and punishment in the nature of contempt. The Party solemnly promises that it will not disclose in any manner any discovery material that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of the Protective Order.

The Party further agrees to submit to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purposes of enforcing terms of the Protective Order, even if such enforcement proceedings occur after the closing of the Proceeding.

Name of the Party: _____

Name of Party Representative: _____

Title of Party Representative: _____

By: _____
Signature

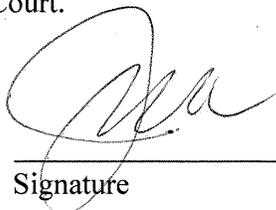
Signed in _____, _____, on this _____ day of _____, 20__

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.



Signature

Date *January 29, 2020*

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

The undersigned agrees:

On behalf of the party named below (the “**Party**”), I declare under penalty of perjury that the Party has read in its entirety and understands the Protective Order that was issued by the United States Bankruptcy Court for the Southern District of New York in above-captioned chapter 11 cases (the “**Proceeding**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

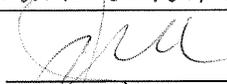
The Party agrees to comply with and to be bound by all the terms of the Protective Order, and the Party understands and acknowledges that failure to so comply, and failure by counsel or other professionals employed or retained by such Party to so comply, could expose the Party to sanctions and punishment in the nature of contempt. The Party solemnly promises that it will not disclose in any manner any discovery material that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of the Protective Order.

The Party further agrees to submit to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purposes of enforcing terms of the Protective Order, even if such enforcement proceedings occur after the closing of the Proceeding.

Name of the Party: State of Vermont

Name of Party Representative: Jill B. Abrams

Title of Party Representative: Assistant Attorney General

By: 
Signature

Signed in Montpelier, on this 4th day of February, 2020

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

The undersigned agrees:

On behalf of the party named below (the “**Party**”), I declare under penalty of perjury that the Party has read in its entirety and understands the Protective Order that was issued by the United States Bankruptcy Court for the Southern District of New York in above-captioned chapter 11 cases (the “**Proceeding**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

The Party agrees to comply with and to be bound by all the terms of the Protective Order, and the Party understands and acknowledges that failure to so comply, and failure by counsel or other professionals employed or retained by such Party to so comply, could expose the Party to sanctions and punishment in the nature of contempt. The Party solemnly promises that it will not disclose in any manner any discovery material that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of the Protective Order.

The Party further agrees to submit to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purposes of enforcing terms of the Protective Order, even if such enforcement proceedings occur after the closing of the Proceeding.

Name of the Party: State of Vermont
Name of Party Representative: Rose Hayes, Investigator
Title of Party Representative: State of Vermont Attorney General's Office
By: Rose Hayes
Signature

Signed in Montpelier, VT, on this 4th day of Feb., 2020

STATE OF VERMONT

SUPERIOR COURT
CHITTENDEN UNIT

CIVIL DIVISION
DOCKET NO. 279-3-19 Cncv

STATE OF VERMONT
Plaintiff,

v.

CARDINAL HEALTH, INC. and
MCKESSON CORPORATION
Defendants.

STIPULATED PROTECTIVE ORDER

I. Scope of Order

1. Disclosure and discovery activity in this proceeding may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this proceeding, captioned as *State of Vermont v. Cardinal Health, Inc. & McKesson Corp.*, dkt. 279-3-19 Cncv (“the Litigation”) would be warranted. Accordingly, the Parties hereby stipulate to this Stipulated Protective Order (“Protective Order” or “Order”). Unless otherwise noted, this Order is subject to the Vermont Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. This Protective Order shall govern all hard copy and electronic materials, the information contained therein, and all other information produced or disclosed during the Litigation. All materials produced or adduced in the course of discovery, including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any Party to this Litigation (the “Producing

Party”) to any other party or parties (the “Receiving Party”) are also governed by this Protective Order. This Protective Order is binding upon all Parties to this Litigation, including their respective corporate parents, subsidiaries and affiliates and their respective attorneys, principals, agents, experts, consultants, representatives, directors, officers, and employees, and others as set forth in this Protective Order.

3. Third parties who so elect may avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order and thereby become a Producing Party for purposes of this Protective Order.

4. The entry of this Protective Order does not preclude any Party from seeking a further order of this Court as appropriate.

5. Nothing herein shall be construed to affect in any manner the admissibility at trial or any other court proceeding of any document, testimony, or other evidence.

6. This Protective Order does not confer blanket protection on all disclosures or responses to discovery, and the protection it affords extends only to the specific information or items that are entitled to protection under the applicable legal principles for treatment as confidential.

II. Definitions

7. Competitor. “Competitor” means any company or individual, other than the Designating Party, engaged in the design, development, manufacture, regulatory review process, dispensing, marketing, distribution, creation, prosecution, pursuit, or other development of an interest in protecting intellectual property, or licensing of any product or services involving opioids; provided, however, that this section shall not be construed as limiting the disclosure of Discovery Material to an Expert in this Litigation, so long as no Discovery Material produced by

one Defendant is shown to any current employee or consultant of a different Defendant, except as provided in Paragraphs 31 through 33.

8. Confidential Information. “Confidential Information” is defined as Discovery Material that the Producing Party in good faith believes would be entitled to protection on a motion for a protective order under Rule 26 of the Vermont Rules of Civil Procedure on the basis that it should be protected from disclosure because it constitutes, reflects, discloses, or contains information protected from disclosure by statute or that should be protected from disclosure as confidential personal information, medical or psychiatric information, personnel records, Confidential Protected Health Information under 45 C.F.R. § 160 (“HIPAA”), protected law enforcement materials (including investigative files, overdose records, records relating to naloxone or Narcan, coroner’s records, court records, and prosecution files), research, technical, commercial or financial information that the Designating Party has maintained as confidential, or such other proprietary or sensitive business and commercial information that is not publicly available. In addition, to the extent that a Producing Party produces discovery materials in this Litigation that were produced and designated as “Confidential” in *In re National Prescription Opioids Litigation*, Case No. 17-MDL-2804 (N.D. Ohio), those discovery materials will be deemed to be designated as “Confidential Information” under this Protective Order. Public records and other information or documents that are publicly available may not be designated as Confidential Information. In designating discovery materials as Confidential Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and rulings of the Court. Nothing herein shall be construed to allow for global designations of all documents as “Confidential.” Nothing herein shall be construed as limiting the Court’s ability to determine the protection, if any, due to any production under Vermont law.

9. Counsel. “Counsel,” without another qualifier, means Outside Counsel and In-House Counsel for the Parties.

10. Designating Party. “Designating Party” means a Party to this Litigation, including a Producing Party, that designates Discovery Material as Confidential, Highly Confidential, or Highly Confidential – Attorneys’ Eyes Only.

11. Discovery Material. “Discovery Material” means any information, document, or tangible thing, response to discovery requests, deposition testimony or transcript, and any other similar materials, or portions thereof produced in this litigation.

12. Highly Confidential Information. “Highly Confidential Information” is defined as information which, if disclosed, disseminated, or used by or to a Competitor of the Producing Party or any other person not enumerated in Paragraph 32, could reasonably result in possible antitrust violations or commercial, financial, or business harm. In addition, to the extent that a Producing Party produces discovery materials in this Litigation that were produced and designated as “Highly Confidential” in *In re National Prescription Opioids Litigation*, Case No. 17-MDL-2804 (N.D. Ohio), those discovery materials will be deemed to be designated as “Highly Confidential Information” under this Protective Order. In designating discovery materials as Highly Confidential Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and rulings of the Court. Nothing herein shall be construed to allow for global designations of all documents as “Highly Confidential.” Nothing herein shall be construed as limiting the Court’s ability to determine the protection, if any, due to any production under Vermont law.

13. Highly Confidential – Attorneys’ Eyes Only Information. “Highly Confidential – Attorneys’ Eyes Only Information” is defined herein as information properly designated as

“Highly Confidential” and which, if disclosed, disseminated, or used by any person not enumerated in Paragraph 33 below, creates extraordinary risk of harm, including harm to non-parties; and infringing on the privacy interests of non-parties. In addition, to the extent that a Producing Party produces discovery materials in this Litigation that were produced and designated as “Highly Confidential – Attorneys’ Eyes Only Information” in *In re National Prescription Opioids Litigation*, Case No. 17-MDL-2804 (N.D. Ohio), those discovery materials will be deemed to be designated as “Highly Confidential Information – Attorneys’ Eyes Only Information” under this Protective Order. In designating discovery materials as Highly Confidential – Attorneys’ Eyes Only Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and rulings of the Court. Nothing herein shall be construed to allow for global designations of all documents as “Highly Confidential – Attorneys’ Eyes Only.” Nothing herein shall be construed as limiting the Court’s ability to determine the protection, if any, due to any production under Vermont law.

14. Expert. “Expert” means an expert or independent consultant formally retained or employed to advise or to assist Counsel in the preparation or trial of this Litigation, and their staff who are not employed by a Party to whom it is reasonably necessary to disclose Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information for the purpose of this Litigation.

15. In-House Counsel. “In-House Counsel” means attorney, paralegal, and legal administrative staff employees of any Party, including of the Office of the Vermont Attorney General (“State Counsel”).

16. Law Enforcement Agency. “Law Enforcement Agency” means any local, state, or federal agency empowered to investigate matters or prosecute laws, regulations, or rules.

17. Outside Counsel. “Outside Counsel” means any law firm or attorney who represents any Party for purposes of this Litigation, including paralegal and administrative staff.

18. Party. “Party” means any of the parties to this Litigation at the time this Protective Order is entered, including officers and directors of such parties. If additional parties are added other than parents, subsidiaries or affiliates of current parties to this Litigation, then their ability to receive Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information as set forth in this Protective Order will be subject to them being bound, by agreement or Court Order, to this Protective Order.

19. Producing Party. “Producing Party” means a Party to this Litigation, and all directors, employees, and agents (other than Counsel) of the Party, or any third party that produces or otherwise makes available Discovery Material to a Receiving Party, subject to Paragraph 3.

20. Protected Material. “Protected Material” means any Discovery Material, and any copies, abstracts, summaries, or information derived from such Discovery Material, and any notes or other records regarding the contents of such Discovery Material, that is designated as “Confidential,” “Highly Confidential,” or “Highly Confidential – Attorneys’ Eyes Only” in accordance with this Protective Order.

21. Receiving Party. “Receiving Party” means a Party to this Litigation, and all employees, agents, and directors (other than Counsel) of the Party, that receives Protected Material subject to this Protective Order.

III. Designation and Redaction of Confidential Information

22. For each document produced by the Producing Party that contains or constitutes Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’

Eyes Only Information pursuant to this Protective Order, each page shall be marked “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or with comparable notices. To the extent Defendants are reproducing to the State materials that they have produced in any other investigation or litigation, those materials shall retain their original Bates labels.

23. Specific discovery responses produced by the Producing Party shall, if appropriate, be designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information by marking the pages of the document that contain such information with the notation “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or with comparable notices.

24. To the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) (“Computerized Material”) is produced by any Party in such form, the Producing Party may designate such matters as confidential by a designation of “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the media. Whenever any Party to whom Computerized Material designated as CONFIDENTIAL, or HIGHLY CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY is produced reduces such material to hardcopy form, that Party shall mark the hardcopy form with the corresponding “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation.

25. Information disclosed through testimony at a deposition taken in connection with this Litigation may be designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information by designating the portions of the transcript in a letter to be served on the court reporter and opposing Counsel within thirty (30) calendar days of the Producing Party’s receipt of the certified transcript of a deposition. The court reporter will indicate the portions designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information and segregate them as appropriate. Designations of transcripts will apply to audio, video, or other recordings of the testimony. The court reporter shall clearly mark any transcript released prior to the expiration of the 30-day period as “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY—SUBJECT TO FURTHER CONFIDENTIALITY REVIEW.” Such transcripts will be treated as Highly Confidential – Attorneys’ Eyes Only Information until the expiration of the 30-day period. If the Producing Party does not serve a designation letter within the 30-day period, then the entire transcript will be deemed not to contain Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information and the “HIGHLY CONFIDENTIAL—SUBJECT TO FURTHER CONFIDENTIALITY REVIEW” legend shall be removed.

26. In accordance with this Protective Order, only the persons identified under Paragraphs 31 through 33, along with the witness’s Counsel may be present if any questions regarding Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information are asked. This paragraph shall not be deemed to authorize disclosure of any document or information to any person to whom disclosure is prohibited under this Protective Order.

27. A Party to this Litigation may designate as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” OR “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any document, material, or other information produced by, or testimony given by, any other person or entity that the Designating Party reasonably believes qualifies as the Designating Party’s Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information pursuant to this Protective Order. The Party claiming confidentiality shall designate the information as such within thirty (30) days of its receipt of such information. Any Party receiving information from a third party shall treat such information as Highly Confidential – Attorneys’ Eyes Only during this thirty (30) day period while all Parties have an opportunity to review the information and determine whether it should be designated as confidential. Any Party designating third party information as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information shall have the same rights as a Producing Party under this Protective Order with respect to such information.

28. This Protective Order shall not be construed to protect from production or to permit the “Confidential Information,” “Highly Confidential Information,” or “Highly Confidential – Attorneys’ Eyes Only Information” designation of any document that (a) the party has not made reasonable efforts to keep confidential; or (b) is at the time of production or disclosure, or subsequently becomes, through no wrongful act on the part of the Receiving Party or the individual or individuals who caused the information to become public, generally available to the public through publication or otherwise.

29. In order to protect against unauthorized disclosure of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information, a

Producing Party may redact certain Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information from produced documents, materials or other things. The basis for any such redaction shall be stated in the redaction field of the metadata produced or, in the event that such metadata is not technologically feasible, a log of the redactions. Specifically, the Producing Party may redact:

i. Personal Identifying Information. The names, home addresses, personal email addresses, home telephone numbers, Social Security or tax identification numbers, and other private information protected by law of (a) current and former employees (other than employees’ names and business contact information), (b) individuals in clinical studies or adverse event reports whose identity is protected by law, (c) undercover law enforcement personnel and confidential informants, (d) patient identified information that is protected by 42 CFR 2.12 and associated regulations, or (e) any personal identifying information whose disclosure is prohibited by law or regulation.

ii. Privileged Information. Information protected from disclosure by the attorney-client privilege, work-product doctrine, or other such legal privilege protecting information from discovery in this Litigation. The obligation to provide, form of, and timing of privilege logs is governed by the Court’s Case Management Order of August 13, 2020. To the extent Defendants are reproducing documents or other discovery responses from other litigation, Defendants shall notify Plaintiff if (1) another court overrules or modifies the designation, redaction, or withholding of any document or information or other discovery response, and (2) Defendants decide not to apply the other court’s ruling in this case. The notification shall include the relevant court order.

iii. Third Party Confidential Information. If agreed to by the Parties or ordered by the Court, information that is protected pursuant to confidentiality agreements between Designating Parties and third parties, as long as the agreements require Designating Parties to redact such information in order to produce such documents in litigation.

IV. Access to Confidential Discovery Material

30. General. The Receiving Party and Counsel for the Receiving Party shall not disclose or permit the disclosure of any Confidential or Highly Confidential Information to any third person or entity except as set forth in Paragraphs 31 through 33.

31. In the absence of written permission from the Producing Party or an order of the Court, any Confidential Information produced in accordance with the provisions of this Protective Order shall be used solely for purposes of this Litigation and its contents shall not be disclosed to any person unless that person falls within at least one of the following categories:

- i. Counsel, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- ii. Vendor agents retained by the Parties or Counsel for the Parties, provided that the vendor agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;
- iii. Parties;
- iv. Present or former officers, directors, and employees of a Party, provided that former officers, directors, or employees of the Designating Party may be shown Confidential Information prepared or received after the date of their departure only to the extent Counsel for the Receiving Party determines in good faith that the employee's assistance is reasonably necessary to the conduct of this Litigation and provided that such persons have completed the

certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound. Nothing in this paragraph shall be deemed to permit the showing of one defendant's Confidential Information to an officer, director, or employee of another defendant, except to the extent otherwise authorized by this Order;

v. Court reporters and other personnel engaged for recording or transcribing testimony in this Litigation;

vi. The Court, any Special Master, Arbitrator, or Mediator appointed by the Court or jointly agreed to by the Parties, and any members of their staffs to whom it is necessary to disclose the information;

vii. Experts, provided that the recipient agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;

viii. Any individual(s) who authored, prepared, or previously reviewed or received the information;

ix. Those liability insurance companies from which any defendant has sought or may seek insurance coverage to (a) provide or reimburse for the defense of the Litigation; or (b) satisfy all or part of any liability in the Litigation, provided that the recipient agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;

x. Law Enforcement Agencies and their counsel, but only after such persons have completed the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound. Disclosure pursuant to this subparagraph will be made only after the Designating Party has been given ten (10) days' notice of the Receiving Party's intent to disclose and a description

of the materials the Receiving Party intends to disclose. If the Designating Party objects to disclosure, the Designating Party may request a meet and confer and may seek a protective order from a court; or

xi. Witnesses during deposition, who may be shown, but shall not be permitted to retain, Confidential Information; provided, however, that, unless otherwise agreed by the relevant Parties or ordered by the Court, no Confidential Information of one Defendant may be shown to any witness who is a current employee of another Defendant who is not otherwise authorized to receive the information under this Order.

32. In the absence of written permission from the Producing Party or an order of the Court, any Highly Confidential Information produced in accordance with the provisions of this Protective Order shall be used solely for purposes of this Litigation and its contents shall not be disclosed to any person unless that person falls within at least one of the following categories:

i. Counsel, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel. Information designated as Highly Confidential by any Defendant may not be disclosed to In-House Counsel of another Defendant, unless such In-House Counsel (a) has regular involvement in the Litigation; (b) disclosure to the individual is reasonably necessary to this Litigation; and (c) the individual completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound. Except as otherwise provided in this Order or any other Order in this Litigation, no other employees of a Defendant may receive the Highly Confidential Information of another;

ii. Vendor agents retained by the Parties or Counsel for the Parties, provided that the vendor agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;

- iii. Parties that have produced the designated information;
- iv. Court reporters and other personnel engaged for recording or transcribing testimony in this Litigation;
- v. The Court, any Special Master, Arbitrator, or Mediator appointed by the Court or jointly agreed to by the Parties, and any members of their staffs to whom it is necessary to disclose the information;
- vi. Experts, provided that the recipient agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;
- vii. Any individual(s) who authored, prepared or previously reviewed or received the information;
- viii. Law Enforcement Agencies and their counsel, but only after such persons have completed the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound. Disclosure pursuant to this subparagraph will be made only after the Designating Party has been given ten (10) days' notice of the Receiving Party's intent to disclose and a description of the materials the Receiving Party intends to disclose. If the Designating Party objects to disclosure, the Designating Party may request a meet and confer and may seek a protective order from a court; or
- ix. Witnesses during deposition, who may be shown, but shall not be permitted to retain, Highly Confidential Information; provided, however, that, unless otherwise agreed by the relevant Parties or ordered by the Court, no Highly Confidential Information of one Defendant may be shown to any witness who is a current employee of another Defendant who is not otherwise authorized to receive the information under this Order.

33. In the absence of written permission from the Producing Party or an order of the Court, any Highly Confidential – Attorneys’ Eyes Only Information produced in accordance with the provisions of this Protective Order shall be used solely for purposes of this Litigation and its contents shall not be disclosed to any person unless that person falls within at least one of the following categories:

- i. Counsel and employees employed by the Office of the Attorney General of the State of Vermont;
- ii. Outside Counsel for the Parties and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iii. Vendor agents retained by the Parties or Counsel for the Parties, provided that the vendor agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;
- iv. Court reporters and other personnel engaged for recording or transcribing testimony in this Litigation;
- v. The Court, any Special Master, Arbitrator, or Mediator appointed by the Court or jointly agreed to by the Parties, and any members of their staffs to whom it is necessary to disclose the information;
- vi. Experts, provided that the recipient agrees to be bound by this Protective Order and completes the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound;
- vii. Any individual(s) who authored, prepared, or previously reviewed or received the information;

viii. Law Enforcement Agencies and their counsel, but only after such persons have completed the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound. Disclosure pursuant to this subparagraph will be made only after the Designating Party has been given ten (10) days' notice of the Receiving Party's intent to disclose and a description of the materials the Receiving Party intends to disclose. If the Designating Party objects to disclosure, the Designating Party may request a meet and confer and may seek a protective order from a court; or

34. In the event that In-House Counsel of another Defendant or current employees of any Competitor of the Producing Party is present at the deposition of an employee or former employee of the Producing Party, prior to a document designated as Highly Confidential or Highly Confidential – Attorneys' Eyes Only being used in the examination, such In-House Counsel or current employees of any Competitor of the Producing Party shall excuse himself or herself from the deposition room without delaying or disrupting the deposition.

V. Confidentiality Acknowledgment

35. Counsel for the Parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information. Counsel to the Party employing, examining, or interviewing witnesses shall be responsible for obtaining the executed certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound.

36. Each person required under this Order to complete the certification contained in Exhibit A, Acknowledgment and Agreement to Be Bound, shall be provided with a copy of this Protective Order, which he or she shall read, and, upon reading this Protective Order, shall sign an Acknowledgment, in the form annexed hereto as Exhibit A, acknowledging that he or she has

read this Protective Order and shall abide by its terms. All signed Acknowledgments and Agreements to Be Bound (“Acknowledgments”) are strictly confidential. Unless otherwise provided in this Order, Counsel for each Party shall maintain the Acknowledgments without giving copies to the other side. The Parties expressly agree, and it is hereby ordered that, except in the event of a violation of this Protective Order, there will be no attempt to seek copies of the Acknowledgments or to determine the identities of persons signing them. If the Court finds that any disclosure is necessary to investigate a violation of this Protective Order, such disclosure will be pursuant to separate court order. Persons who come into contact with Confidential Information or Highly Confidential Information for clerical or administrative purposes, and who do not retain copies or extracts thereof, are not required to execute Acknowledgments, but must comply with the terms of this Protective Order.

VI. Litigation Experts and Consultants.

37. Experts. Subject to the provisions of this Protective Order, all Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information may be provided to Experts assisting Counsel to the Parties in this Litigation who have agreed in writing pursuant to Paragraph 31 through 33 or on the record of a deposition to be bound by this Protective Order, including the limitation that such information may be used by the Expert only for purposes of this Litigation.

VII. Protection and Use of Confidential and Highly Confidential Information

38. Persons receiving or having knowledge of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information by virtue of their participation in this Litigation, or by virtue of obtaining any documents or other Protected Material produced or disclosed pursuant to this Protective Order, shall use that

Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information only as permitted by this Protective Order. Counsel shall take reasonable steps to assure the security of any Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information and will limit access to such material to those persons authorized by this Protective Order.

39. Nothing herein shall restrict a person qualified to receive Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information pursuant to this Protective Order from making working copies, abstracts, digests and analyses of such information for use in connection with this Litigation and such working copies, abstracts, digests and analyses shall be deemed to have the same level of protection under the terms of this Protective Order. Further, nothing herein shall restrict a qualified recipient from converting or translating such information into machine-readable form for incorporation in a data retrieval system used in connection with this Litigation, provided that access to such information, in whatever form stored or reproduced, shall be deemed to have the same level of protection under the terms of this Protective Order.

40. All persons qualified to receive Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information pursuant to this Protective Order shall at all times keep all notes, abstractions, or other work product derived from or containing Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information in a manner to protect it from disclosure not in accordance with this Protective Order, and shall be obligated to maintain the confidentiality of such work product and shall not disclose or reveal the contents of said notes, abstractions or other work product after the documents, materials, or other thing, or portions thereof (and the

information contained therein) are destroyed or returned and surrendered pursuant to Paragraph 82. Nothing in this Protective Order requires the Receiving Party's Counsel to disclose work product at the conclusion of the case.

41. Notwithstanding any other provisions hereof, nothing herein shall restrict any Party's Counsel from rendering advice to that Counsel's clients with respect to this proceeding or a related action in which the Receiving Party is permitted by this Protective Order to use Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information and, in the course thereof, relying upon such information, provided that in rendering such advice, Counsel shall not disclose any other Party's Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information other than in a manner provided for in this Protective Order.

42. Nothing contained in this Protective Order shall prejudice in any way the rights of any Party to object to the relevancy, authenticity, or admissibility into evidence of any document or other information subject to this Protective Order, or otherwise constitute or operate as an admission by any Party that any particular document or other information is or is not relevant, authentic, or admissible into evidence at any deposition, at trial, or in a hearing.

43. Nothing contained in this Protective Order shall preclude any Party from using its own Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information in any manner it sees fit, without prior consent of any Party or the Court.

44. To the extent that a Producing Party uses or discloses to a third party its designated Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information in a manner that causes the information to lose its confidential

status, the Receiving Party is entitled to notice of the Producing Party's use of the confidential information in such a manner that the information has lost its confidentiality, and the Receiving Party may also use the information in the same manner as the Producing Party.

45. If a Receiving Party learns of any unauthorized disclosure of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information, it shall immediately (a) inform the Producing Party in writing of all pertinent facts relating to such disclosure; (b) make its best effort to retrieve all copies of the Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order; and (d) request such person or persons execute the Acknowledgment that is attached hereto as Exhibit A.

VIII. Changes in Designation of Information

46. An inadvertent failure to designate or correctly designate Discovery Material as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information does not, standing alone, waive the right to designate or redesignate the Discovery Material or constitute a waiver of a claim of confidentiality.

47. The Producing Party may correct a failure to designate or correctly designate Discovery Material by giving written notice to the Receiving Party that the document or thing produced is deemed "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and should be treated as such in accordance with the provisions of this Protective Order, and providing replacement media, images, and any associated production information to conform the document to the appropriate designation and facilitate use of the revised designation in the production. The Receiving Party must treat such

documents and things with the noticed level of protection from the date such notice is received. Disclosure, prior to the receipt of such notice of such information, to persons not authorized to receive such information shall not be deemed a violation of this Protective Order.

48. Any Producing Party may designate as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or withdraw a “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation from any material that it has produced consistent with this Protective Order, provided, however, that such redesignation shall be effective only as of the date of such redesignation. Such redesignation shall be accomplished by notifying Counsel for each Party in writing of such redesignation and providing replacement images bearing the appropriate description, along with the replacement media, images, and associated production information referenced above. Upon receipt of any redesignation and replacement image that designates material as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Receiving Party shall (a) treat such material in accordance with this Protective Order; (b) take reasonable steps to notify any persons known to have possession of any such material of such redesignation under this Protective Order; and (c) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt under this Protective Order. It is understood that the Receiving Party’s good faith efforts to procure all copies may not result in the actual return of all copies of such materials.

49. A Receiving Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. If the Receiving Party believes that portion(s) of a document are not properly

designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information, the Receiving Party will identify the specific information that it believes is improperly designated and notify the Designating Party, in writing or voice-to-voice dialogue, of its good faith belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain, in writing within fourteen (14) days of notification, the basis of the chosen designation. If a Receiving Party elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party, it shall notify the Designating Party and the Receiving Party shall have fourteen (14) days from such notification to challenge the designation by commencing a discovery dispute under appropriate procedures. The ultimate burden of persuasion in any such challenge proceeding shall be on the Designating Party as if the Producing Party were seeking a protective order in the first instance. Until the Court rules on the challenge, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party’s designation. In the event that a designation is changed by the Designating Party or by Court Order, the Designating Party shall provide replacement media, images, and associated production information as provided above.

IX. Inadvertent Production

50. Non-Waiver of Privilege. Any inadvertent disclosure of Discovery Material subject to a claim of attorney-client privilege, attorney work product protection, common interest privilege, or any other privilege, immunity or protection from production or disclosure (“Privileged Information”) will not in any way prejudice or otherwise constitute a waiver of, or estoppel as to, such Privileged Information or generally of such privilege. If a Producing Party

discloses Privileged Information, such disclosure shall be deemed inadvertent without need of further showing under Vt. R. Evid. 510 and shall not constitute or be deemed a waiver or forfeiture of the privilege or protection from discovery in this case or in any other federal or state proceeding by that party (the “Disclosing Party”). This Section shall be interpreted to provide the maximum protection allowed by Vt. R. Evid. 510.

51. Notice of Production of Privileged Information. If a Party or non-Party discovers that it has produced Privileged Information, it shall promptly notify the Receiving Party of the inadvertent production in writing, shall identify the produced Privileged Information by Bates range where possible, and may demand that the Receiving Party return or destroy the Privileged Information. In the event that a Receiving Party receives information that it believes is subject to a good faith claim of privilege by the Disclosing Party, the Receiving Party shall immediately refrain from examining the information and shall promptly notify the Disclosing Party in writing that the Receiving Party possesses potentially Privileged Information. The Disclosing Party shall have seven (7) days to assert privilege over the identified information. If the Disclosing Party does not assert a claim of privilege within the seven-day period, the information in question shall be deemed non-privileged.

52. Clawback of Privileged Information. If the Disclosing Party has notified the Receiving Party of inadvertent production of Privileged Information, or has confirmed the production of Privileged Information called to its attention by the Receiving Party, the Receiving Party shall within fourteen (14) days of receiving such notification or confirmation: (1) destroy or return to the Disclosing Party all copies or versions of the inadvertently produced Privileged Information requested to be returned or destroyed; (2) delete from its work product or other materials any quoted or paraphrased portions of the produced Privileged Information that can be

located using a reasonable search, as well as any other such portions that are subsequently discovered or identified; and (3) ensure that produced Privileged Information is not disclosed in any manner to any Party or non-Party. The following procedures shall be followed to ensure all copies of such ESI are appropriately removed from the Receiving Party's system:

i. Locate each recalled document in the document review/production database and delete the record from the database;

ii. If there is a native file link to the recalled document, remove the native file from the network path;

iii. If the database has an image load file, locate the document image(s) loaded into the viewing software and delete the image file(s) corresponding to the recalled documents.

Remove the line(s) corresponding to the document image(s) from the image load file;

iv. Apply the same process to any additional copies of the document or database, where possible;

v. Using a reasonable search, locate and destroy all other copies of the document, whether in electronic or hardcopy form. To the extent that copies of the document are contained on write-protected media, such as CDs or DVDs, these media shall be discarded, with the exception of production media received from the recalling party, which shall be treated as described herein;

vi. Delete from its work product or other materials any quoted or paraphrased portions of the inadvertently produced Privileged Information that can be located using a reasonable search, as well as any other such portions that are subsequently discovered or identified; and

vii. If the document was produced in a write-protected format, the party seeking to recall the document shall, at its election, either (a) provide a replacement copy of the relevant production from which the document has been removed, in which case the receiving party shall discard the original production media; or (b) allow the receiving party to retain the original production media, in which case the receiving party shall take steps to ensure that the recalled document will not be used; and

viii. Confirm that the recall of ESI under this procedure is complete by way of letter to the party seeking to recall ESI.

53. Notwithstanding the above, the Receiving Party may segregate and retain one copy of the inadvertently produced Privileged Information of which it has either been notified or has notified the Producing Party (“Clawed-Back Information”) solely for the purpose of disputing the claim of privilege. The Receiving Party shall not use any Clawed-Back Information in connection with this Litigation or for any other purpose other than to dispute the claim of privilege. The Receiving Party may file a motion disputing the claim of privilege and seeking an order compelling production of the material at issue; the Disclosing Party may oppose any such motion, including on the grounds that inadvertent disclosure does not waive privilege.

54. Within fourteen (14) days of the notification that such Clawed-Back Information has been returned, destroyed, sequestered, or deleted, the Disclosing Party shall produce a privilege log with respect to the Clawed-Back Information. Within fourteen (14) days after receiving the Disclosing Party’s privilege log with respect to such Clawed-Back Information, a receiving party may notify the Disclosing Party in writing of an objection to a claim of privilege or work-product protection with respect to the Clawed-Back Information. Within fourteen (14) days of the receipt of such notification, the Disclosing Party and the objecting party shall meet

and confer in an effort to resolve any disagreement concerning the Disclosing Party's privilege or work-product claim with respect to such Clawed-Back Information. The Parties may stipulate to extend the time periods set forth in this paragraph.

55. If, for any reason, the Disclosing Party and Receiving Party (or parties) do not resolve their disagreement after conducting the mandatory meet and confer, the Receiving Party may initiate an appropriate procedure to challenge the privilege or protection claim with the Court. The Disclosing Party bears the burden of establishing the privileged or protected nature of any Privileged Information.

56. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness or segregation of privileged or protected information before production.

57. Nothing in this Order shall limit the right to request an in-camera review of any Privileged Information.

58. In the event any prior order or agreement between the Parties or between the Parties and a non-party concerning the disclosure of privileged or work product protected materials conflicts with any of the provisions of this Order, the provisions of this Order shall control.

59. Nothing in this Order overrides any attorney's ethical responsibilities to refrain from examining or disclosing materials that the attorney knows or reasonably should know to be privileged and to inform the Disclosing Party that such materials have been produced.

X. Filing and Use at Trial of Protected Material

60. Any party wishing to file a document designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information in

connection with a motion, brief, or other submission to the Court, or to file a motion, brief, or other submission containing Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information shall (1) file a redacted version of the filing on the open court record, and (2) file a motion to provisionally seal the unredacted version of the filing, on the grounds that it includes information protected from public disclosure under the terms of this Protective Order, and notifying the Court that any motion to permanently restrict the information will follow within fourteen (14) days pending a conference between the parties.

61. Any and all filings made under seal shall be submitted according to the Court’s applicable rules and procedures. If both redacted and unredacted versions are being submitted for filing, each version shall be clearly named so there is no confusion as to why there are two entries on the docket for the same filing.

62. The Designating Party for the protected information included in the sealed filing shall have seven (7) days of the original filing date to meet and confer with the filing Party as to whether the protected information should be restricted from public access under the relevant Vermont rules. If the Parties reach agreement that the protected information should not be restricted, the filing Party shall file a Joint Stipulation to that effect (along with an unredacted version of the filing) within fourteen (14) days of the original filing date. If the Parties reach agreement that the protected information should be restricted, the Designating Party shall file a Joint Motion to that effect within fourteen (14) days of the original filing date. If, however, the Parties do not reach agreement, the Party wishing to maintain the restriction shall file a motion setting forth the facts and arguments in support of continued protection within fourteen (14) days of the original filing date. It shall be the responsibility of the Party seeking to restrict public

access to Court filings to demonstrate that the restriction is consistent with the standards and requirements set forth in the Vermont Rules for Public Access to Court Records, Rule 9. If additional time is needed by the Parties to meet and confer or to file a motion, they may agree to such additional time or seek leave from the Court as necessary.

63. A Party that intends to present Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information at a hearing shall bring that issue to the Court’s and Parties’ attention without disclosing the Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information. The Court may thereafter make such orders, including any stipulated orders, as are necessary to govern the use of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information at the hearing. The use of any Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information at trial shall be governed by a separate stipulation or court order.

XI. Challenges by a Party to Designation as Confidential Discovery Material.

64. The designation of any material or document as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information is subject to challenge by any Party. The following procedure shall apply to any such challenge:

i. Meet and Confer. A Party challenging the designation of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information must do so in good faith and must begin the process by conferring directly with Counsel for the Designating Party. In conferring, the Receiving Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the designation, and, if no change

in designation is offered, to explain the basis for the designation. If the Receiving Party believes that portion(s) of a document are not Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information, it will identify the specific information that it believes is not confidential and the Designating Party will review and respond, as laid out in this paragraph, with respect to that specific information.

ii. Judicial Intervention. A Party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the Designating Party as if the Designating Party was seeking a Protective Order pursuant to Rule 26 of the Vermont Rules of Civil Procedure. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information, as appropriate, under the terms of this Order.

65. Action by the Court. Applications to the Court for an order relating to materials or documents designated Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information shall be by motion. Nothing in this Order or any action or agreement of a Party under this Order limits the Court’s power to make orders concerning the disclosure of documents produced in discovery or at trial. In the event that a designation is changed by the Designating Party or by Court Order, the Designating Party shall provide replacement media, images, and associated production information as provided above.

XII. Confidential Discovery Material Requested by Third Party; Procedure Following Request.

66. If any person receiving Discovery Material covered by this Protective Order (the “Receiver”) is served with a subpoena, a request for information, or any other form of legal process that purports to compel disclosure of any Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information that was produced by a person or entity other than the Receiver (“Request”), the Receiver must so notify the Designating Party, in writing, immediately and in no event more than five (5) business days after receiving the Request. For the State and its Counsel, the 5-day requirement begins the day after an attorney employee at the Vermont Attorney General’s Office who is assigned to this Investigation, or the State’s Outside Counsel, receives the Request. Such notification must include a copy of the Request.

67. The Receiver also must immediately inform the party who made the Request (“Requesting Party”) in writing that some or all the requested material is the subject of this Protective Order. In addition, the Receiver must deliver a copy of this Protective Order promptly to the Requesting Party.

68. The purpose of imposing these duties is to alert the interested persons to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to protect its Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information. The Designating Party shall bear the burden and the expense of seeking protection of its Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information, and nothing in these provisions should be construed as authorizing or encouraging the Receiver in this Litigation to disobey a lawful directive from another court. The obligations set forth in this paragraph remain in effect

while the Receiver has in its possession, custody or control Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information by the other Parties in this Litigation.

69. Materials that have been designated as Confidential, Highly Confidential, or Highly Confidential – Attorneys’ Eyes Only shall not be provided or disclosed to any third party in response to a request under the Vermont Public Records Law, or any similar federal, state, or municipal law (collectively, the “Public Disclosure Laws”), without the State first following the procedure set forth in Paragraphs 66-69. Such documents may be exempt from disclosure pursuant to Vt. Stat. Ann. tit. 1, § 317(c) (“1 V.S.A. § 317(c)”) and may be exempt under other provisions. If the State receives such a request, it shall (a) provide a copy of this Protective Order to the Requesting Party; (b) inform it that the requested materials are subject to this Protective Order and that the State is barred by this Protective Order from disclosing them absent a Court order resolving the issue; and (c) provide notice to the Designating Party, as set forth in Paragraphs 66-69, that the request has been made, identifying the name of the Requesting Party and the particular materials sought. The restrictions in this paragraph shall not apply to materials that (a) the Designating Party expressly consents in writing to disclosure; or (b) this Court has determined by court order to have been improperly designated as Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information. The provisions of this section shall apply to any entity in receipt of Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys’ Eyes Only Information governed by this Protective Order. Nothing in this Protective Order shall be deemed to (a) foreclose any Party from arguing that Discovery Material is not a public record for purposes of the Public Disclosure Laws; (b) prevent any Party from claiming any applicable exemption to the

Public Disclosure Laws; or (c) limit any arguments that a Party may make as to why Discovery Material is exempt from disclosure.

XIII. HIPAA-Protected Information

70. General. Discovery in this Litigation may involve production of “Protected Health Information” as that term is defined and set forth in 45 C.F.R. § 160.103 (a definitional provision of HIPAA), for which special protection from public disclosure and from any purpose other than prosecuting this Action is warranted.

71. “Protected Health Information” shall encompass information within the scope and definition set forth in 45 C.F.R. § 160.103 that is provided to the Parties by a covered entity as defined by 45 C.F.R. § 160.103 (“Covered Entities”) or by a business associate of a Covered Entity as defined by 45 C.F.R. § 160.103 (“Business Associate”) in the course of the Litigation, as well as information covered by the privacy laws of any individual states as applicable, including 18 V.S.A. § 1881.

72. Any Party who produces Protected Health Information in this Litigation shall designate such discovery material “Confidential Protected Health Information” in accordance with the provisions of this Protective Order.

73. Unless otherwise agreed between Counsel for the Parties, the designation of discovery material as “Confidential Protected Health Information” shall be made at the following times: (a) for documents or things at the time of the production of the documents or things; (b) for declarations, correspondence, expert witness reports, written discovery responses, court filings, pleadings, and other documents, at the time of the service or filing, whichever occurs first; (c) for testimony, at the time such testimony is given by a statement designating the testimony as “Confidential Protected Health Information” made on the record or within thirty (30) days after receipt of the transcript of the deposition.

74. The designation of discovery material as “Confidential Protected Health Information” shall be made in the following manner: (a) on documents, by placing the notation “Confidential Protected Health Information” or similar legend on each page of such document; (b) for tangible things, by placing the notation “Confidential Protected Health Information” on the object or container thereof or if impracticable, as otherwise agreed by the Parties; (c) for declarations, correspondence, expert witness reports, written discovery responses, court filings, pleadings, and any other documents containing Protected Health Information, by placing the notation “Confidential Protected Health Information” both on the face of such document and on any particular designated pages of such document; and (d) for testimony, by orally designating such testimony as being “Confidential Protected Health Information” at the time the testimony is given or by designating the portions of the transcript in a letter to be served on the court reporter and opposing Counsel within thirty (30) calendar days after receipt of the certified transcript of the deposition.

75. Pursuant to 45 C.F.R. § 164.512(e)(1), all Covered Entities and their Business Associates (as defined in 45 C.F.R. § 160.103), or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information pertaining to the Litigation to those persons and for such purposes as designated herein. Further, all Parties that are entities subject to 18 V.S.A. § 1881 and other state privacy law requirements, or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information pertaining to this Litigation to those persons and for such purposes as designated herein. The Court has determined that disclosure of such Protected Health Information is necessary for the conduct of proceedings before it and that failure to make the disclosure would be contrary to public interest or to the detriment of one or more parties to the proceedings.

76. The Parties shall not use or disclose Protected Health Information for any purpose other than the Litigation, including any appeals. All protected health information produced pursuant to this Order shall be disclosed only to (a) Outside Counsel for the Parties in this action; (b) In-House Counsel with responsibility for overseeing this Litigation; (c) Experts retained specifically to provide services in this action; (d) Court personnel and staff, including any Special Master, Arbitrator, or Mediator appointed in this action or agreed to by the parties, and their staff; and (e) Court reporters. No other individuals shall be permitted to access Protected Health Information, and all Parties shall institute reasonable and appropriate steps to prevent against unauthorized disclosure.

77. Nothing in this Order shall prohibit a Party from conducting otherwise-allowed discovery from or relating to a person as to whom HIPAA-protected data has been produced based on other information obtained, either in discovery or otherwise, concerning that person.

78. In the event that any Party learns of the unauthorized disclosure of Protected Health Information subject to this Order, such Party shall provide prompt notification of the breach to Counsel for the Producing Party, such notice to include (a) the date of the breach; (b) the circumstances of the breach; (c) the identity or identities of the unauthorized recipients; and (d) all steps taken or planned to remedy the breach.

79. Within sixty (60) days after dismissal or entry of final judgment not subject to further appeal, the Parties, their Counsel, and any person or entity in possession of Protected Health Information received pursuant to this Order shall destroy or return to the Covered Entity or Business Associate such Protected Health Information.

XIV. Information Subject to Existing Obligation of Confidentiality Independent of this Protective Order.

80. In the event that a Party is required by a valid discovery request to produce any information held by it subject to an obligation of confidentiality in favor of a third party, the Party shall, promptly upon recognizing that such third party's rights are implicated, provide the third party with a copy of this Protective Order and (a) inform the third party in writing of the Party's obligation to produce such information in connection with this Litigation and of its intention to do so, subject to the protections of this Protective Order; (b) inform the third party in writing of the third party's right within fourteen (14) days to seek further protection or other relief from the Court if, in good faith, it believes such information to be confidential under the said obligation and either objects to the Party's production of such information or regards the provisions of this Protective Order to be inadequate; and (c) seek the third party's consent to such disclosure if it does not plan to object. Thereafter, the Party shall refrain from producing such information for a period of fourteen (14) days in order to permit the third party an opportunity to seek relief from the Court, unless the third party earlier consents to disclosure. If the third party fails to seek such relief, the Party shall promptly produce the information in question subject to the protections of this Protective Order, or alternatively, shall promptly seek to be relieved of this obligation or for clarification of this obligation by the Court.

XV. Obligations on Conclusion of this Litigation

81. Unless otherwise agreed or ordered, this Protective Order shall remain in force after dismissal or entry of final judgment not subject to further appeal of this Litigation.

82. Within ninety (90) days after dismissal or entry of final judgment not subject to further appeal of this Litigation, or such other time as the Producing Party may agree in writing, all Receiving Parties shall make reasonable efforts to either return Protected Material and all

copies thereof to Counsel of the Producing Party or, alternatively, make reasonable efforts to destroy such information, in which case the Receiving Party shall attest in writing to Counsel for the Producing Party that the Protected Material in his or her possession, as well as the Protected Material provided to others in accordance with this Protective Order, has been destroyed.

Except, however, that nothing in this paragraph shall modify the State's obligations regarding the maintenance and disposal of records under the Vermont laws and regulations governing the retention and destruction of records per 1 V.S.A. § 317 et seq. To the maximum extent possible and as early as possible, the State shall destroy or return to the Producing Party the materials described in this section. Nothing in this paragraph shall modify the State's obligations under Paragraphs 66 through 69. Backup storage media or email archives that must be restored to be accessed need not be restored for purpose of returning or certifying destruction of materials, provided those sources are not otherwise reasonably accessible, but any materials within such sources shall continue to be treated in accordance with this Protective Order. Nothing in this paragraph shall require the Parties to destroy or return materials that are subject to legal hold obligations, although the Parties shall continue to treat such materials in accordance with this Protective Order, and must destroy or return such materials upon expiration of the legal hold obligation.

83. Notwithstanding the above requirements to return or destroy documents, Outside Counsel and the Vermont Attorney General's Office may retain (a) any materials required to be retained by law or ethical rules; (b) attorney work product, including any index that refers or relates to designated Confidential Information, Highly Confidential Information, or Highly Confidential – Attorneys' Eyes Only Information; and (c) one complete set of all documents filed with the Court including those filed under seal, deposition and trial transcripts, and

deposition and trial exhibits. Any retained Protected Material shall continue to be protected under this Protective Order. An attorney may use his or her work product in subsequent litigation, provided that the attorney's use does not disclose or use Protected Material.

XVI. Miscellaneous Provisions

84. Nothing in this Order or any action or agreement of a Party under this Order limits the Court's power to make any orders that may be appropriate with respect to the use and disclosure of any documents produced or use in discovery or at trial.

85. Nothing in this Protective Order shall abridge the right of any person to seek judicial review or to pursue other appropriate judicial action to seek a modification or amendment of this Protective Order.

86. This Protective Order shall not be construed as waiving any right to assert a claim of privilege, relevance, or other grounds for not producing Discovery Material called for, and access to such Discovery Material shall be only as provided for by separate agreement of the Parties or by the Court.

87. This Protective Order may be subject to modification by the Court on its own initiative or on motion of a Party or any other person with standing concerning the subject matter.

88. This Order is entered based on the representations and agreements of the Parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any documents or information designated as Confidential, Highly Confidential, or Highly Confidential – Attorneys' Eyes Only by Counsel or the Parties is entitled to protection under Rule 26 of the Vermont Rules of Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

IT IS SO ORDERED.

September 28, 2020

By:  _____
Samuel Hoar, Jr.
Superior Court Judge

SUSANNE R. YOUNG
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



TEL: (802) 828-3171

<http://www.ago.vermont.gov>

**STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001**

Addendum A to Paragraph 4.c. of the Distributors Settlement State Outside Counsel Fee Fund Application Form

The State of Vermont and its outside counsel, Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”), agree that the amount allocated to Vermont’s outside counsel is less than the amount owed under the terms of its contract with the State. The parties are handling this issue separately and agree not to seek any additional amounts from the Fee Fund. The Fee Fund is directed to pay Cohen Milstein the amount indicated in Appendix I (\$,3,601,533.63).

Dated: September 29, 2022

By: Jill Abrams
Jill S. Abrams
Director, Consumer Protection and Antitrust Unit
Office of the Vermont Attorney General

By: Betsy Miller
Betsy Miller
Coen Milstein Sellers & Toll PLLC

**Distributors Settlement
State Outside Counsel Fee Fund**

Application Form

To apply for funds from the Distributor Settlement State Outside Counsel Fee Fund, outside counsel for a state shall complete this form, include the requested attachments, and submit it to FeeFundApplications@browngreer.com.

1. Please identify the State to which this application relates:
2. Who are the firm(s) engaged by the State for purposes of litigating against the Distributors?
 - a. Lead Firm (*i.e.*, the firm submitting this application):
 - b. Additional Firms that are part of the engagement:

(collectively, the “Firms”)

3. When did the Firms first file an action in the name of the State (or its Attorney General) against a Settling Distributor in state or federal court?

[Intentionally Blank]

4. I am applying under the following paragraph of Exhibit S (Must check one):

a. Paragraph 6.a. If you check this box, the following statement applies to your submission:

By signing and submitting this form, I agree and confirm that each of the firms listed above agrees that the amount it will receive pursuant to the fee schedule attached to this form as APPENDIX I satisfies in full or exceeds the amounts owed to all such of the outside counsel for the State listed above and that each such firm hereby waives all entitlement to any additional attorneys fee in connection with the Distributor Settlement.

(Check if applicable) The amount that exceeds the fee schedule and will revert to the State is

b. Paragraph 6.b. I am not applying to the Fee Fund at this time and expect the State's share to be placed into escrow pursuant to Paragraph 6.b. I will submit a new application at such time that I am ready to apply.

By signing and submitting this form, I agree and confirm on behalf of the Firms that the amount listed on the fee schedule attached to this form as APPENDIX I satisfies in full or exceeds all the amounts owing to the State's outside counsel from the Distributor Settlement Outside Counsel Fee Fund.

[Intentionally Blank]

c. Paragraph 6.c.

If you check this box, please provide the signed, written agreement or the final non-appealable judgment. The agreement or judgment should identify the amount due from the fee fund, as reflected on Appendix I hereto, and include instructions for how that amount should be dispersed.

By signing and submitting this form, I agree and confirm that all of the firms listed above, together with the State, will not collectively receive from the State Outside Counsel Fee Fund more than the amounts listed for the State in the fee schedule attached to this form as APPENDIX I.

(Check if applicable) The amount that exceeds the fee schedule and will revert to the State is

5. Please provide contact information for the lead firm.

Name:

Phone:

Email:

I declare under penalty of perjury that my statements in this form are true, complete, and correct.

Signature of Outside Counsel:



Name: A. Miller

Title:

Firm:

Date:

By signing below, the State confirms that the amount listed on the fee schedule attached to this form as APPENDIX I satisfies in full the amount collectively owing to the Firms and State from the Distributor Settlement Outside Counsel Fee Fund.

In addition, if item 4.b is checked above, the State also agrees that the amount allocated to its outside counsel should be held in escrow until the State and its outside counsel agree to a resolution of the amount owed or there is a final judgment entered.

Signature of State:

Jill Abrams

Name:

Title:

Date:

Appendix I - Fee Schedule

<u>State</u>	<u>Amounts already paid</u>	<u>Year 1 and 2 (Paid after application finalized)</u>	<u>Year 3</u>	<u>Total</u>
Alaska		\$3,343,577.47	159,449.35	\$3,503,026.82
American Samoa		\$0.00	0.00	\$0.00
Arizona		\$0.00	0.00	\$0.00
Arkansas		\$6,308,599.43	300,846.04	\$6,609,445.48
California		\$0.00	0.00	\$0.00
Colorado		\$0.00	0.00	\$0.00
Connecticut		\$0.00	0.00	\$0.00
Delaware		\$6,622,053.95	315,794.14	\$6,937,848.09
District of Columbia		\$0.00	0.00	\$0.00
Florida		\$32,203,616.42	1,535,733.99	\$33,739,350.41
Georgia		\$16,746,218.85	798,597.81	\$17,544,816.66
Guam		\$0.00	0.00	\$0.00
Hawaii		\$3,829,966.26	182,644.37	\$4,012,610.64
Idaho		\$3,762,733.55	179,438.16	\$3,942,171.72
Illinois		\$0.00	0.00	\$0.00
Indiana		\$11,652,691.67	555,696.43	\$12,208,388.10
Iowa		\$0.00	0.00	\$0.00
Kansas		\$0.00	0.00	\$0.00
Kentucky		\$10,344,917.71	493,330.98	\$10,838,248.69
Louisiana		\$0.00	0.00	\$0.00
Maine		\$0.00	0.00	\$0.00
Maryland		\$0.00	0.00	\$0.00
Massachusetts		\$0.00	0.00	\$0.00
Michigan		\$34,186,913.84	1,630,313.97	\$35,817,227.81
Minnesota		\$0.00	0.00	\$0.00
Mississippi		\$6,293,137.60	300,108.70	\$6,593,246.29
Missouri		\$0.00	0.00	\$0.00
Montana		\$4,247,772.47	202,568.82	\$4,450,341.29
N. Mariana Islands		\$0.00	0.00	\$0.00
Nebraska		\$0.00	0.00	\$0.00
Nevada		\$15,432,662.80	735,956.63	\$16,168,619.43
New Hampshire		\$10,627,169.26	506,791.07	\$11,133,960.32
New Jersey		\$0.00	0.00	\$0.00
New Mexico		\$13,047,237.13	622,199.86	\$13,669,436.99
New York		\$0.00	0.00	\$0.00
North Carolina		\$0.00	0.00	\$0.00
North Dakota		\$0.00	0.00	\$0.00
Ohio	\$10,486,327.25	\$10,310,662.32	991,771.96	\$21,788,761.53
Oregon		\$0.00	0.00	\$0.00
Pennsylvania		\$0.00	0.00	\$0.00
Puerto Rico		\$11,493,707.86	548,114.77	\$12,041,822.64
Rhode Island*				
South Carolina		\$15,561,172.70	742,085.04	\$16,303,257.74
South Dakota		\$1,804,596.33	86,058.03	\$1,890,654.37
Tennessee		\$0.00	0.00	\$0.00
Texas		\$0.00	0.00	\$0.00
Utah		\$10,466,223.69	499,115.85	\$10,965,339.55
Vermont		\$3,437,600.49	163,933.14	\$3,601,533.63
Virgin Islands		\$0.00	0.00	\$0.00
Virginia		\$0.00	0.00	\$0.00
West Virginia		\$0.00	0.00	\$0.00
Wisconsin		\$0.00	0.00	\$0.00
Wyoming		\$0.00	0.00	\$0.00
Subtotals:	\$10,486,327.25	\$231,723,231.80	11,550,549.13	\$253,760,108.18
Administrative Costs:	(Refunded if unused)	\$38,179.30	\$1,820.70	\$40,000.00
Total:				\$253,800,108.18

*Rhode Island was paid separately by the Distributors and is not included in these calculations.

Appendix I - Fee Schedule

<u>Distributor Fee Payments</u>				
Payment 1:	\$113,110,874.35			
Payment 2:	\$118,650,536.75			
Payment 3:	\$11,552,369.83			
Ohio Payment Already Made:	\$10,486,327.25			
Total:	\$253,800,108.18			
<u>Fee Fund Breakdown</u>				
Attorneys Fees:	\$253,760,108.18			
Admin Costs:	\$40,000.00			
Total:	\$253,800,108.18			
<u>Yearly Breakdown</u>				
Ohio (Already Paid)	\$10,486,327.25			
Subtotal:	\$10,486,327.25			
Attorney Fee Y1 & Y2:	\$231,723,231.80			
Attorney Fee Y3:	\$11,550,549.13			
Subtotal:	\$243,273,780.93			
Admin Costs Y1 & Y2:	\$38,179.30			
Admin Costs Y3:	\$1,820.70			
Subtotal:	\$40,000.00			
Total:	\$253,800,108.18			

**CONFIDENTIALITY AGREEMENT AMONG CARDINAL HEALTH, INC., AND
THE ATTORNEYS GENERAL FOR THE STATES OF CONNECTICUT, IOWA, NEW
YORK, NORTH CAROLINA, RHODE ISLAND, TENNESSEE AND UTAH, AND THE
COMMONWEALTHS OF MASSACHUSETTS AND PENNSYLVANIA**

The respondents, Cardinal Health, Inc. and its affiliates, subsidiaries, predecessors, and successors (collectively, "Cardinal" or the "Respondents") through their undersigned counsel, and the Attorneys General of the States of Connecticut, Iowa, New York, North Carolina, Rhode Island, Tennessee and Utah, and the Commonwealths of Massachusetts and Pennsylvania (collectively, the "Attorneys General" and each individually, the "Attorney General," which terms shall include the Deputy or Assistant Attorneys General and other staff of each Attorney General) (together, the "Parties"), regarding the production of documents responsive to a Request for Information (the "RFI"), dated September 18, 2017, issued by the Attorneys General to the Respondents, which RFI is attached hereto as Appendix A, and any subsequent RFIs, agree as follows:

1. Whereas the Attorneys General are conducting an investigation related to certain business practices by the Respondents (the "Investigation") and whereas the Attorneys General have issued a RFI to the Respondents, the Attorneys General, by their designated Deputy or Assistant Attorneys General, hereby agree that any "Confidential Information," or any summaries containing "Confidential Information," as defined in Paragraph 3 below, and produced by the Respondents in response to any formal or informal request for information and documents by the Attorneys General, will not be disclosed by the Attorneys General except as set forth in Paragraphs 4, 5, 6, 7, 8 and 9 below or as required by law.

2. Respondents will provide, pursuant to the RFI and subject to any agreements or modifications thereto, answers, information and documents ("Company Materials and Information") including documents Respondents have designated as Confidential Information. Except as set forth below in Paragraphs 4-9 below, the Attorneys General hereby agree not to release to third persons and to maintain the confidentiality of such Confidential Information except as may be required by law.

3. The term "Confidential Information" as used herein means any type or classification of information which has been or is provided to the Attorneys General by the Respondents in response to the RFI, whether revealed in a document, in a narrative answer, or otherwise, and which contains a trade secret, Cardinal proprietary information, or other confidential commercial, business or financial information. Respondents shall mark as "confidential" those documents that they in good faith believe to contain Confidential Information and which are so treated by Respondents and government regulatory agencies in their ordinary course of business. Respondents' designation of information as "confidential" shall not be deemed to be either a waiver of the Attorneys General's right to challenge such designation or an acceptance of such designation. This Confidentiality Agreement shall not be interpreted as requiring the Attorneys General to take, or precluding the Attorneys General from taking, any position at any subsequent administrative or judicial proceeding with respect to any claim made by Respondents concerning their designation of information as "confidential."

4. The Attorneys General and the Respondents will attempt on an informal basis in good

faith to resolve any disputes about the status or use of Company Materials and Information. The Attorneys General may not disclose Company Materials and Information except as authorized by this Confidentiality Agreement without giving at least ten (10) business days' notice to the Respondents, unless a shorter period is required by law. If within that notice period Respondents provide the Attorneys General with a written notice that all or part of the documents or information constitutes Confidential Information, then that material may be disclosed only as authorized by this Confidentiality Agreement. Within ten (10) business days of the Respondents giving notice that they maintain that all or part of the documents or information constitute Confidential Information, Respondents may move the appropriate court for entry of an order further limiting the release of such materials. The Respondents shall obtain the earliest available hearing date for such motion, in accordance with the law. If no such motion is made within this ten (10) business day period, or if the Respondents fail to object in writing during the initial ten (10) business day notice period, then the documents or information will not be prohibited from disclosure by this Confidentiality Agreement. If a motion is made within the ten (10) business day period following Respondents' response notice, the documents or information may only be disclosed as provided in this Confidentiality Agreement, unless and until the court determines that the material is not Confidential Information protected by this Confidentiality Agreement. Respondents have the burden of showing that the documents or information constitute Confidential Information within the meaning of this Confidentiality Agreement.

5. Except as set forth in Paragraphs 4-9, the Attorneys General may disclose Confidential Information to a third party only where such disclosure is required by subpoena, court order, a state's data practices act, freedom of information act, public record act, public information act, or similar law (a "Third Party Request"). Nothing contained herein shall alter or limit the obligations of the Attorneys General that may be imposed by the provisions of each state's respective data practices act, public record act, public information act, freedom of information act or similar state law, or by any court or administrative agency, regarding the disclosure of documents and information supplied to such Attorneys General, and nothing contained herein shall alter or limit statutory exemptions from such obligations and provisions. In the event an Attorney General receives a Third Party Request for Confidential Information and determines that a disclosure of Confidential Information is required by law or because the Attorney General determines that such information is not properly designated as "Confidential Information," the Attorney General shall notify the Respondents of the Third Party Request and the Confidential Information to be disclosed so that the Respondents may seek a protective order or otherwise challenge or object to the disclosure. Each of the Attorneys General agrees to provide the Respondents with at least four (4) business days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice. In any proceeding to bar or to seek the release of Confidential Information, the Respondents shall at all times have the affirmative obligation to seek to intervene in such proceedings or otherwise participate and to defend and substantiate any claim of confidentiality.

6. Except as otherwise provided for in Paragraphs 4-9, the Attorneys General may not disclose Confidential Information to any person or entity except:

- (a) Employees and staff of such Attorneys General, whether compensated or not, who are involved in the Investigation, and are bound by the terms of this Confidentiality Agreement;

(b) Employees and staff of such state regulatory agencies who are involved in the Investigation, and are or agree in writing to be bound by the terms of this Confidentiality Agreement or such other written agreement entered into between the Respondents and such Attorney General or state regulatory agency, a copy of which writing shall be maintained by the office of the Attorneys General;

(c) Any local, state or federal agency empowered to investigate matters or prosecute laws, regulations or rules which the Attorney General determines may be implicated by documents or information revealed during the Investigation;

(d) Any state Attorney General who is a participant in the Investigation as identified in the September 18, 2017 RFI and agrees in writing to keep the documents or information with the same confidentiality as those required by the providing state ("Participating Attorney General"), a copy of which writing shall be maintained by the office of the Attorneys General;

(e) Agents, independent consultants, contractors, and experts (collectively, "Consultants") retained by one or more Attorneys General to participate in the Investigation or any litigation resulting therefrom, whether compensated or not, who have been informed of this Confidentiality Agreement and, by signing the attached Acknowledgment (the "Acknowledgment"), agree in writing:

(1) To be bound by the terms of this Confidentiality Agreement;

(2) Not to disclose or otherwise use for the benefit of anyone other than the Attorneys General any Confidential Information; and

(3) To return to one or more Attorneys General at the conclusion of this Investigation (herein defined as the conclusion of informal and formal proceedings arising from or relating to this Investigation, including litigation and appeals therefrom) such Confidential Information;

(f) Any deponent or sworn statement witness, to the extent such witness is providing testimony related to one or more of the Attorneys General's Investigation or any litigation resulting therefrom, and such witness is shown such Confidential Information, provided that such witness signs the attached Acknowledgement, unless such witness has access under paragraph 6(g) herein to the Confidential Information to be shown that witness. The Attorneys General hereby further agree that no Confidential Information may be given or otherwise disclosed to any such witness except in person by the Attorney General or his employee or agent. No Confidential Information shall be given to any deponent or sworn statement witness to take possession of, retain, keep, copy, or otherwise remove outside the confines of the offices in which the witness is shown, in person and by the Attorney General or his employee or agent;

(g) Any stenographers involved in the creation of a transcript of a deposition or other proceeding referenced in Subparagraph (e);

(h) Any person who has previously prepared or received the document containing Confidential Information. The Attorneys General hereby further agree that no Confidential Information may be given or otherwise disclosed to any such person except in person by the Attorney General or his employee or agent. No Confidential Information may be given to any such person to take possession of, retain, keep, copy, or otherwise remove outside the confines of the offices in which it is shown to the person and by the Attorney General or his employee or agent;

(i) Any deponent or sworn statement witness or other person to whom Confidential Information is disclosed pursuant to Subparagraphs (d) or (e) shall be advised, prior to such disclosure, that such Confidential Information (including documents and information contained therein) may not be disclosed to anyone outside of such room except to such witness' counsel, if any, for the sole purpose of representing him or her in this Investigation and consistent with the terms of this Confidentiality Agreement; and nothing in this Confidentiality Agreement prohibits the Attorneys General from contacting consumers or others identified in Confidential Information or treating as non-confidential information about a person or his or her transactions or interactions with the consent of the person, or the person's estate, and in accordance with state and federal law.

(j) Any outside law firm or lawyer already retained or subsequently retained by any Attorney General or Participating Attorney General or any of their agencies or branches to provide legal services in connection with the Investigation, provided that such outside law firm or lawyer agree in writing to be bound by the terms of this Confidentiality Agreement and not to use or disclose any information received in connection with or on behalf of any other entity or client.

7. Documents the Attorneys General lawfully obtained from a source other than the Respondents need not be treated as confidential provided the Attorney General is not aware that such a source obtained the material either (i) due to a breach of this Confidentiality Agreement, or (ii) in breach of another confidentiality agreement with the Respondents.

8. Any copy of Company Materials or Information or compilation of the contents thereof shall be subject to the terms of this Confidentiality Agreement to the same extent as the material or information from which such summary, compilation or copy is made.

9. Should the Attorneys General desire to use any Company Materials or Information as an exhibit in a state enforcement action brought in state or federal court, it shall provide to the Respondents ten (10) business days' notice, or other notice period as may be required under applicable court rules or by a court order. The Respondents reserve the right to seek an appropriate protective order or in camera treatment of any such document(s) or information to govern the use of Company Materials and Information during such litigation. If the Respondents indicate to the Attorneys General an intention to seek a protective order or in camera treatment of any such document(s) or information, the Attorneys General shall keep such document(s) or information confidential until the court rules on the Respondents' motion(s). In all circumstances, if there are any inconsistencies between this Confidentiality Agreement and applicable court rules, the Attorneys General will comply with applicable court rules relating to the use of Confidential Information.

10. Nothing contained in this Confidentiality Agreement requires the Respondents to provide information or documents that the Respondents maintain are covered by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity. If the Respondents produce any information that they maintain should have been withheld from production based on the attorney-client privilege, work product doctrine, or any other applicable privilege or immunity ("Protected Documents"), that information shall be subject to being clawed back pursuant to the law, regulation, or policy of each participating state. The production by the Respondents of Protected Documents shall not constitute a waiver of the attorney-client privilege, work product doctrine, and any other applicable privilege or immunity unless the Respondents fail to request the return, destruction, or proper safeguarding of such Protected Documents within a reasonable amount of time, or within such other time period as determined by the law of the state. If the Attorney General obtains Protected Documents clearly marked as such, the Attorney General will immediately notify the Respondents, so long as such notification and disclosure does not impede, undermine, or put the Attorney General in a position to violate: (i) its statutory obligations to investigate and prosecute violations of law or (ii) the privileges or protections of any third party. The Respondents do not waive any privileges that may apply to the Protected Documents unless, after notification by the Attorney General, the Respondents fail to request the return, destruction, or proper safeguarding of such Protected Documents within a reasonable amount of time, or within such other time period as determined by the law of the state. Nothing in this paragraph shall require the Attorney General to return information that they are required to maintain under state law, regulation or policy. Notwithstanding the foregoing, the Attorney General is not precluded from challenging Respondents' claim of privilege as related to any Protected Document.

11. Any additional confidentiality assurances made to the Respondents by an individual Attorney General will bind that assuring Attorney General only, meaning such assurances will not further obligate any other party to and/or beyond this Confidentiality Agreement.

12. "Notification," "notice" and "notify" as used in this Confidentiality Agreement mean providing notice by telephone and via fax or electronic mail, and providing copies, via facsimile or electronic mail, of any subpoenas, FOIA requests, pleadings, court orders or other similar documents related to the subject matter of the notification. In the case of notification to Respondents, such notification shall be transmitted by facsimile or electronic mail and by overnight mail to the following:

Jennifer G. Wicht
Williams & Connolly LLP
725 Twelfth Street, N.W.
Washington, DC 20005
Tel. (202) 434-5331
Fax (202) 434-5029
jwicht@wc.com

In the case of notification to the Attorneys General, such notification shall be sent to the following:

Jeremy Pearlman
Assistant Attorney General
110 Sherman Street
Hartford, CT 06105
(860) 808-5400
Jeremy.Pearlman@ct.gov

Upon the conclusion of this investigation and any judicial or administrative proceeding which may arise therefrom, including any appeals, subject to any restrictions contained in any of the Attorneys General's document retention policies, the Attorneys General shall assemble all documents and information provided by the Respondents within their possession, custody, and control, including all copies of such documents and information that may have been made, and, at Respondents' option and expense, deliver all such documents and information to the producing Respondent or destroy them, with written confirmation of such destruction; provided that this provision shall not require the return or destruction of any documents and information provided by any Respondent (a) that is part of any court paper served or filed by the Attorneys General in any judicial or administrative proceeding arising from this investigation or (b) where prohibited by law.

13. Amendments and changes to this Confidentiality Agreement may be made only by a written and signed agreement of the Parties or by order of a court or administrative tribunal of competent jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

ON BEHALF OF CARDINAL HEALTH, INC.:

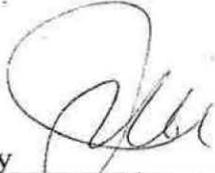
Signature:  _____

Date: 12/12/2017

Name: Jennifer G. Wicket
William J. Connolly LP

For the Vermont Attorney General:

Nov. 5, 2018
Date


By _____
Name Jill S. Abrams
Title Director, Consumer Protection Division
Office of the Vermont Attorney General

ACKNOWLEDGMENT

I have been retained, or otherwise engaged on behalf of, or questioned by one or more of the Attorneys General identified in the Confidentiality Agreement to which this acknowledgment is attached, or I am employed by an agency to which one or more of the Attorneys General has provided Confidential Information. By signing this acknowledgment, I certify that I have read the Confidentiality Agreement in its entirety. I fully understand my obligations under the Confidentiality Agreement, and I hereby agree to be bound by its terms during the course of my retention or engagement and thereafter. In particular, I agree not to disclose or otherwise use, for the benefit of anyone other than the Attorneys General, except as provided in the Confidentiality Agreement, any Confidential Information. I further agree to return to one or more of the participating Attorneys General at the conclusion of this Investigation (herein defined as the conclusion of informal and formal proceedings arising from or relating to this Investigation, including litigation and appeals there from) such Confidential Information, if I received any such Confidential Information pursuant to this Agreement.

Agreed to and accepted this 12th day of February, 2018.

By: Betsy A. Miller for Cohen Milstein Dem
Name [Signature]

Consultant to the Attorney General of the State of New Jersey

Representing Indiana as of June 13, 2018. [Signature]
Representing Vermont as of June 12, 2018. [Signature]

FORM OF CONTRACT

Contract # 36394

1. Parties

This is a contract for services between the State of Vermont, Office of the Attorney General (hereafter called “State” or “AGO”) and Cohen Milstein Sellers & Toll PLLC, having an office at 1100 New York Ave., NW, Fifth Floor, Washington, DC 20005 (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter

The subject matter of this contract is services generally on the subject of legal services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount

In consideration of the services to be performed by Contractor, the State agrees to pay Contractor in accordance with the payment provisions specified in Attachment B.

4. Contract Term

The period of Contractor’s performance shall begin on May 13, 2018 and end on December 31, 2021. This contract may be renewed and extended by the parties so long as Contractor is providing services under this Agreement.

5. Prior Approvals

If approval by the Attorney General’s Office, Secretary of Administration, DII CIO/Commissioner, or Chief Marketing Officer is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.

- Approval by the Attorney General’s Office is required.
- Approval by Review Panel is required.
- Approval by the Secretary of Administration is required.

6. Amendment

This contract represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience

This Contract may be terminated by the State or Contractor at any time by giving written notice at least thirty (30) days in advance. Notwithstanding, in the event Contractor elects to terminate for convenience, it shall perform such services as needed to assure an orderly transfer of the case and perform such other duties on behalf of the State as needed to discharge their professional obligations to the State as required by the Courts and/or the rules of professional responsibility.

In the event that the Agreement is terminated for convenience and the State subsequently achieves a recovery after such termination, the Contractor shall be entitled to the reasonable value of attorneys' fees and costs based upon the evaluation of the following factors: the length of time spent on the case; the funds invested; the quality of representation; the result of the party's efforts; the viability of the claims at the time of termination; and the adverse impact upon the State caused by Contractor's election to terminate under this section. Notwithstanding, nothing herein shall entitle Contractor to fees exceeding those set forth in Attachment B below.

8. Attachments

This contract consists of 22 pages including the following attachments which are incorporated herein:

- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)
- Attachment D - Other Provisions
- Attachment E- Contractor Standard Hourly Rates

9. Order of Precedence

Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- (1) Standard Contract (Form of Contract)
- (2) Attachment D
- (3) Attachment C
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT:

By the State of Vermont:

Date: 6.12.18
Signature: [Handwritten Signature]
Name: Wm Griffin
Title: Chief Assistant Atty Gen

By the Contractor:

Date: June 7, 2018
Signature: [Handwritten Signature]
Name: Betsy A. Milles
Title: Partner

ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor shall provide the State of Vermont with legal services, further described below and as set forth herein. Without limitation, Contractor shall assist and support the AGO's investigation, potential litigation, and litigation against manufacturers, distributors, wholesalers and retailers of prescription opioid pharmaceuticals and such other defendants as may be named in the litigation. The work to be performed consists of assisting the AGO in conducting the investigation, determining what claims will be brought, drafting the complaint, conducting affirmative and defensive discovery, taking and defending depositions, motions practice, and preparing for and conducting any trial and appeals that proceeds, and assisting in settlement negotiations. AGO understands that Contractor's representation shall not extend to negotiations that may arise regarding the allocation of settlement funds among various state attorneys general; this limitation in no way restricts AGO's access to all expert work product related to Vermont's damages calculations and related projections. Pursuant to 3 V.S.A. §§ 157, 159, the Attorney General, at all times, will direct any such investigation and/or litigation in all respects, including but not limited to, whether and when to initiate litigation, against whom actions will be taken, the claims to be brought in said litigation, approval and rejection of all settlement offers, and the amount and type of damages, penalties, injunctive or other appropriate relief to be sought.

CONTRACT REPRESENTATIVES

Primary contract for Contractor will be Betsy Miller, Partner

Primary contact for the State of Vermont will be Joshua R. Diamond, Deputy Attorney General

SERVICES PROVIDED

Contractor will provide legal services to the State of Vermont with respect to investigation, preparation, filing, prosecution, and appeal of civil claims and/or actions for damages, restitution, penalties, injunctions and other legal recovery and/or relief arising from sale and marketing by manufacturers, wholesalers, distributors and retailers of prescription opioid pharmaceuticals, and such other defendants as may be named in the litigation.

Contractor shall appear for the State of Vermont and assist the AGO in conducting any litigation against the manufacturers, wholesalers, distributors and/or retailers of prescription opioid pharmaceuticals as provided for herein ("Litigation"). Specifically, Contractor shall report to and be subject to the supervision of the AGO in the conduct of Litigation. Contractor shall consult with the AGO, which shall retain control over decision-making and have full discretion and final authority over all aspects of the investigation, Litigation, and/or settlement. Contractor shall assist in the investigation, Litigation, and/or settlement negotiations under the direction of the AGO.

All briefs and other materials to be filed with any court shall first be approved by the AGO and provided in draft form in a timely manner for review. Regular status meetings will be held as requested by the AGO or Contractor.

Examples of the legal services Contractor shall provide to the AGO shall include the following:

1. Investigate and assess claims against manufacturers, wholesalers, distributors and retailers of prescription opioid pharmaceuticals, and other potential defendants as directed by the Attorney General.
2. Prepare and prosecute Litigation against potential liable parties.
3. Assist in all phases of the investigation and Litigation, including:
 - a) preparing complaint(s), filing complaint(s), service of summons;
 - b) responding to motions, including motions to dismiss;
 - c) drafting motions;
 - d) drafting and responding to discovery requests propounded on the State of Vermont and to the defendants and third parties;
 - e) reviewing, analyzing, and tracking documents obtained in discovery;
 - f) help the coordination of litigation with other states and the federal government to promote, to the extent beneficial, a unified approach to Litigation;
 - g) taking depositions, defending depositions, preparing witnesses for depositions;
 - h) drafting responses to motions for summary judgment or other dispositive pretrial motions;
 - i) drafting motions for summary judgment or other appropriate dispositive motions on behalf of the State of Vermont;
 - j) identifying experts to testify on behalf of the State of Vermont;
 - k) preparing expert witnesses for deposition or trial testimony;
 - l) preparing legal arguments on motions practice;
 - m) handling discovery disputes;
 - n) help representing the State of Vermont in trial or any settlement negotiations;
 - o) representing the State of Vermont in responding to pretrial motions;
 - p) representing the State of Vermont in any appeal of any judgment or verdict rendered in the action(s), and if applicable, any remand(s) from appeal.
4. Advise the AGO on the conduct of the case(s) and on strategy and tactics for each phase of the case(s).
5. Respond to public records requests: As requested by the AGO, Contractor shall provide paralegal or other support related work on public record act requests received by the AGO related to Contractor's work under this Contract. If the State's total Recovery yields attorneys' fees that are insufficient to cover the straight (1x) lodestar incurred by the Contractor and any Sub-Contractors approved by the AGO (e.g., Zimmerman Reed), any lodestar specifically dedicated to assisting the AGO with public records requests shall be treated as an expense (rather than as part of attorneys' fees).

6. Perform related tasks as reasonably needed to facilitate the goals and objectives of the investigation and anticipated Litigation.
7. Achieve deadlines for deliverables as reasonably determined by the AGO.

(End of Specifications of Work.)

(Remainder of page intentionally left blank.)

ATTACHMENT B

PAYMENT PROVISIONS

1. PAYMENT.

This is a contingency fee contract. The parties have agreed to the following contingency fees:

- a. Twenty-five percent (25%) of any recovery up to ten million dollars (\$10,000,000).
- b. Twenty percent (20%) of any part of a recovery of more than ten million dollars (\$10,000,000) and not more than fifteen million dollars (\$15,000,000).
- c. Fifteen percent (15%) of any part of a recovery of more than fifteen million dollars (\$15,000,000) and not more than twenty million dollars (\$20,000,000).
- d. Ten percent (10%) of any part of recovery of more than twenty million dollars (\$20,000,000).

The contingency fee calculation shall be based upon the aggregation of recoveries against any and all defendants or other targets pursued under this Contract, not on a per defendant basis. The 3.5x lodestar cap shall be based on the aggregation of all lodestar incurred under this Contract by Contractor and Sub-Contractors approved by the AGO (e.g., Zimmerman Reed). For illustration purposes only, in the event there are two separate settlements including the first against a particular manufacturer for \$20 million and the second against a distributor that yields \$40 million, the entirety of the contingency paid for the \$40 million settlement with distributor would be 10% of that \$40 million (in accordance with the percentages listed above). If there are multiple or phased recoveries, costs and attorneys' fees shall be paid at the time the State recovers funds from any individual defendant or target based on the lesser of the applicable contingency percentage or the 3.5x lodestar cap, as calculated at the time of the recovery, except that, at the conclusion of this matter, the total fees paid must equal the lesser of the contingency percentage or the 3.5x lodestar cap (based on all aggregated lodestar incurred under this Contract).

In no event, however, will attorneys' fees paid pursuant to the contingency fee arrangement in this Contract exceed 3.5 times the total of aggregated lodestar incurred by Contractor and any Sub-Contractor approved by the AGO (e.g., Zimmerman Reed), calculated from Contractor's standard hourly rates applied to the hours actually and reasonably devoted to this matter. Contractor's standard hourly rates are reflected in Attachment E.

If the Court awards attorneys' fees on any individual motion, or pursuant to a fee shifting statute upon conclusion of a trial in any matter covered by the Contract, the Contractor (including any Sub-Contractor approved by the AGO) would retain the fees awarded for their hours/lodestar, in addition to the contingency percentage. The State would retain its own fees for hours/lodestar submitted by State personnel and awarded by the Court.

Where the settlement or judgment includes substantial injunctive or in-kind relief and the contingency percentage of any compensatory relief is less than the aggregation of straight (1x) lodestar described above, the State shall seek attorneys' fees from defendants that, when coupled with the Contractor's contingency percentage of any compensatory relief, are equal to the

aggregation of straight (1x) lodestar (the actual billable hours multiplied by the applicable standard hourly rate) and attributed to legal services performed on behalf of the State. If the State is unable to recover fees from the defendants, which when coupled with the Contractor's contingency percentage of any compensatory relief, equal to Contractor's straight (1x) lodestar, the State shall not be obligated to pay for any deficiency. It is the parties mutual understanding and agreement that Contractor shall be responsible for any litigation including, but not limited to, any attorneys' fees and costs, to fulfill the obligations under this paragraph.

2. EXPENSES.

The State shall reimburse Contractor in the event of a recovery by the State of Vermont for the expenses identified below. There shall be no reimbursement to Contractor in absence of a recovery for the State of Vermont or a recovery that does not amount to the expenses claimed by Contractor.

Section a. Advancement of Expenses and Costs

Contractor shall advance all litigation costs, expenses and disbursements, including expert witness fees and costs, deposition costs, and document production, except where a NAAG grant is available to cover such costs and, in fact, does pay for or reimburse the State for such costs. The AGO agrees to seek payment or reimbursement through a NAAG grant where such payment or reimbursement is available. The State of Vermont shall not advance payment for any services rendered or costs, expenses or disbursements incurred except for internal costs attributable to AGO's own participation in the investigation and/or litigation; those internal costs of the AGO will not be advanced, covered, or reimbursed by the Contractor. Contractor's agreement to advance all costs, expenses, and disbursements, as well as its agreement to defer fees while any and all Litigation (including appeals) is pending, has been taken into consideration in establishing the fee schedule. The State of Vermont shall not be liable for any such costs, expenses and/or disbursements if there is no recovery from the Litigation.

Section b. Expenses/Format

Should a recovery sufficient to cover the expenses reasonably claimed by Contractor (on behalf of Contractor and any Sub-Contractor approved by the AGO (e.g., Zimmerman Reed) be obtained by the State of Vermont, Contractor shall be reimbursed for certain non-labor expenses and costs only as set forth in Section d below. In the event that a defendant or target declares bankruptcy, and Contractor retains bankruptcy counsel to assist in representing the State's interests, Contractor may submit, as expenses, any reasonable fees paid out-of-pocket by Contractor to bankruptcy counsel. Otherwise, attorneys' fees shall not be treated as expenses.

All expenses should be itemized to include the following information: (1) name of the attorney incurring the expense; (2) a legible copy of a receipt documenting the expense, and (3) a detailed description of the expense. No reimbursement shall be made for "miscellaneous" listings or for expenses missing any of the three requirements listed above.

Section c. Receipts

All receipts shall be retained for at least three (3) years following the Termination Date and shall be made available to the State of Vermont upon request or as otherwise set forth herein.

Section d. Maximum Reimbursement

Unless otherwise expressly approved by the AGO in writing prior to invoicing, the following permitted expenses shall be reimbursed only in accordance with Section b, above, and only as follows:

i. Experts

Contractor shall be reimbursed for retention of outside experts, including fees and other reasonable costs, only when expressly authorized by the AGO. Except as otherwise expressly set forth herein, Contractor shall not be reimbursed for retention of in-house experts or other in-house legal support staff.

ii. Travel

Travel expenses approved by the State must be reasonable and not excessive. To the extent reasonably possible and applicable to non-government employees, outside counsel shall endeavor to incur travel expenses that are consistent with the State of Vermont's Travel Policies.

iii. Photocopying/Document Imaging

In-house photocopying/ document imaging (including faxing, scanning and color copies) shall be reimbursed at Contractor's actual expense, not to exceed five cents (\$0.05) per copy and is to be itemized on the invoice as "photocopies, document images, faxes, or scanned pages" (number of copies @ rate per copy/image). Reasonable amounts for outside photocopying/ document imaging shall be reimbursed at actual cost if receipts are provided.

iv. Priority/Overnight Mail

Charges for priority or overnight mail and courier services shall be reimbursed only if a reasonable basis exists for using the service and only if receipts for the expense are provided. In no event shall Contractor be reimbursed for the cost of sending invoices or status reports to the AGO by overnight or priority mail services.

v. Secretarial Overtime, Telecommunications, and Electronic Research Services

There shall be no reimbursement for secretarial/administrative services, telecommunications, and electronic research services.

vi. Other Expenses

Actual costs shall be reimbursed for certain extraordinary expenses including transcripts, deposition costs, witness fees, subpoena service, and postage when itemized with receipts. Routine expenses such as office supplies, word processing or secretarial costs are not reimbursable. Contractor shall obtain the AGO's approval before incurring any individual expense exceeding Three Thousand and 00/100 Dollars.

(End of Payment Provisions.)

ATTACHMENT C

STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor

vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or

marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or

more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard State Provisions.)

ATTACHMENT D

OTHER PROVISIONS

1. **Confidentiality.** Contractor agrees to keep confidential all information received by Contractor in connection with this contract with respect to (i) the State and all related agencies and companies and (ii) any application or examination submitted to Contractor for review. Other than the reports submitted to the State, the Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to information in the Contractor's possession to those employees on his/her staff who must have the information on a "need to know" basis. Contractor agrees to immediately notify, in writing, the State's authorized representative in the event Contractor determines or has reason to suspect a breach of this requirement. If Contractor believes that confidential information has become publicly available, it will notify the State and discuss an appropriate response with the State. If Contractor is required by law to disclose any confidential information, it will, to the extent practicable, notify the State of the disclosure request and discuss an appropriate response with the State.

As set forth in Attachment C above, both parties acknowledge and agree that this Agreement and any and all information obtained by the State from the Contractor in connection with this Agreement are subject to the State of Vermont Public Records Act, 1 V.S.A. § 315 et seq. The State will, however, protect all attorney-client communications and attorney work product from disclosure under the applicable exceptions to the Act.

2. **No Action Against the State.** Contractor will be providing legal services under this contract. Contractor agrees that during the term of this Contract, it will not represent any person or entity in a matter, proceeding or lawsuit that would be adverse to and/or against the State of Vermont or any of its agencies or instrumentalities. Contractor also agrees that after termination of this Contract, it will not represent any person or entity that would be adverse to the State in a matter, proceeding or lawsuit substantially related to this Contract.
3. **Professional Liability Insurance.** Before commencing work on this Contract and throughout the term of this Contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with a minimum coverage of \$5,000,000 per occurrence.
4. **Scope of Appointment.**
 - a. The Attorney General shall have final authority and full discretion over all aspects of Litigation. Moreover, the Attorney General has the unfettered right to appoint one or more designated assistants (the "**Designated Assistant**") to oversee Litigation which appointment the Attorney General may modify at will. For the purposes of Litigation, until further notice is given, the Designated Assistant shall be Jill Abrams. In the event that no Designated Assistant is named, or becomes otherwise unavailable, all references herein to the Designated Assistant shall be deemed to refer to the Deputy Attorney General.

- b. Contractor shall coordinate the provision of counsel with the Designated Assistant and other personnel of the AGO, and such others as the Attorney General may appoint as outside counsel. All briefs and other material which may be filed with any court shall first be provided electronically to the AGO in draft form in a reasonable and timely manner for review and shall be approved by the AGO. The Attorney General shall retain veto power over any decisions made by Contractor. Regular status meetings will be held as requested by Contractor or the AGO.
- c. Contractor shall only communicate with State of Vermont officers or employees through the AGO unless otherwise agreed to by the AGO.
- d. Contractor shall provide sufficient resources, including attorneys, paralegals and other professional resources, to prosecute Litigation in accordance with the Vermont Rules of Professional Conduct and consistent with the requirements of complex litigation.
- e. Counsel for any defendant subject to Litigation for which the AGO has retained Contractor may contact the Designated Assistant directly without first consulting Contractor.

5. Assignment and Delegation of Work

- a. Contractor may assign legal work to those individuals set forth in Contractor's response to the AGO's Request for Proposal who are from the law firms of Cohen Milstein Sellers and Toll, PLLC, and/or Zimmerman Reed, LLP, or any individual employed by these two entities. Contractor may assign or delegate work to other attorneys, legal professionals or firms only with the advance written approval of the AGO. Such approval shall be at the AGO's sole discretion.

All attorneys, legal professionals or firms to whom Contractor may delegate work under this Section must have qualifications and experience to perform the work requested and shall work under the supervision and control of Contractor. All attorneys, legal professionals or firms who work on this case shall follow and apply the highest professional standards. If the AGO becomes dissatisfied with the work product or the working relationship with any individual that works pursuant to this Contract, the AGO may request in writing the replacement of any and all such individuals and Contractor shall grant such request.

Although delegation may be permitted as provided herein, delegation shall not relieve Contractor of any responsibility or liability for the work performed hereunder. No provision of this section shall be construed to allow Contractor to subcontract with, hire, or retain any law firm without the prior written consent of the AGO.

Without limitation to the above, Contractor agrees to designate an attorney who is expected to serve as lead counsel at trial. Contractor agrees that said lead trial

attorney shall be actively engaged in all trial preparation including, but not limited to, selecting the State's witnesses and exhibits, working with the State's expert witnesses, preparing motions in limine, and drafting all pre-trial submissions.

- b. In the event that Contractor delegates work to other attorneys, legal professionals or firms (individually and collectively referred to as "firms"), as approved by the AGO, the compensation of such firms shall be a matter beyond the scope of this Contract to be negotiated in writing between Contractor and those firms prior to the commencement of any work by such firms and shall be paid entirely by Contractor. A copy of such compensation agreement shall be provided electronically to the AGO. It shall be the responsibility of Contractor to include the time and expenses of any Sub-Contractor approved by the AGO in the quarterly time and expense reports submitted by Contractor as set forth below and it shall be Contractor's responsibility to disburse payments for fees and expenses to Sub-Contractors. The State of Vermont shall not be liable for any fees, compensation or expenses to be paid to other firms retained by Contractor to serve as co-counsel or provide other services to Contractor. Contractor agrees to indemnify, defend and hold harmless the State of Vermont against any claim for reimbursement of fees, costs or expenses asserted by any firm retained by Contractor. Contractor moreover will include a provision in any agreement with a Sub-Contractor under which the Sub-Contractor agrees to release and hold harmless the State of Vermont against any claim for reimbursement of fees, costs or expenses.
6. **Attorney-Client Relationship and Relationship of the Parties.** Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employee's wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7. **Case Management**

- a. Contractor shall be required to provide status, lodestar and expense reports, as well as significant case updates regarding any aspect of the investigation and Litigation. Contractor shall submit monthly status reports and updates to the Designated Assistant, or such more frequent reports and updates as Litigation developments may suggest. Contractor shall submit quarterly lodestar and expense reports to the Designated Assistant. Failure to timely provide such reports and updates may result in forfeiture of Contractor's compensation.

At a minimum, significant case updates must include a description of the current status of Litigation, any significant events that have occurred since the previous update, and a prospective analysis of any significant future events.

Reports shall be sent electronically to the Designated Assistant at Jill.Abrams@vermont.gov or such other addresses as the AGO may hereafter designate.

- b. Contractor shall consult, by telephone or email, with the Designated Assistant as soon as possible on all matters that may be of substantial legal significance, controversial, high profile, or otherwise noteworthy. Without limitation to the above, Contractor shall give timely written notice to the Designated Assistant of the scheduled date for any of the following, if applicable:
 - i. Pleadings;
 - ii. Discovery deadlines or cutoffs;
 - iii. Dispositive motions;
 - iv. Court decisions and rulings;
 - v. Schedule for hearings, conferences, or other court appearances;
 - vi. Trials;
 - vii. Appeal or notice of an appeal;
 - viii. Settlement negotiation or other alternative dispute resolution efforts;
 - ix. Upon the filing of any pleading or the receipt of any communication from a court, Contractor shall timely provide electronic notification and a time-stamped copy of such filing to the Designated Assistant.
 - c. The AGO shall have full, immediate, and unrestricted access to the work product of Contractor (or any other individual or entity that has been delegated duties under this Contract) during the term of this Contract. Upon termination of this Contract, Contractor shall without further request and at no cost to the State, turn over to the State all files related to the work performed under this Contract.
 - d. Contractor represents and warrants none of its attorneys or those other professionals that have been assigned legal work in this case are debarred, suspended, or otherwise ineligible to enter into this Agreement with the State of Vermont. Contractor shall immediately notify the AGO if any disciplinary actions are brought against it or any of its attorneys assigned work in this matter in any jurisdiction.
8. Without limitation to the authority of the AGO concerning the management and supervision of Litigation set forth above, the AGO in its full discretion shall approve both the initiation of Litigation on behalf of the State of Vermont and any settlement. Contractor understands and agrees that the initiation of Litigation on behalf of the State of Vermont and all settlements must receive the prior approval of the Attorney General. To the extent that the AGO has directed to Contractor the responsibility for settlement negotiations, Contractor shall confer with the Designated Assistant early and regularly with regard to the prospects of settlement. Decisions regarding settlement of the case shall be reserved exclusively to the discretion of the Attorney General and his Designated Assistant.
- Contractor shall timely notify the Designated Assistant of any settlement conferences to allow the Designated Assistant to participate as warranted. Without limitation, Contractor agrees to confer with the AGO about the following matters when applicable:
- i. Confidentiality provisions in settlement agreements;

- ii. Indemnification provisions;
 - iii. Release language
 - iv. Naming of the State of Vermont, including any of any of its agencies, instrumentalities, officers or employees, as a party.
9. It is important that the AGO receives early notice of potential or actual appeals, for or against, the State of Vermont. Therefore, Contractor shall give notice via email, as soon as possible, to the Designated Assistant upon the receipt of a dispositive decision in any court, receipt of a Notice of Appeal, or the existence of any intent of Contractor to appeal a decision arising out of Litigation.
10. Contractor agrees to adhere to Vermont's Public Records Act, 1 V.S.A. § 315 et seq., and maintain all public records in accordance with Vermont law, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. Contractor shall consult with and obtain the approval of the AGO before responding to any public records request. Moreover, Contractor shall not disclose any information obtained in performing its services hereunder in violation of any state or federal law including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and/or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended or modified from time to time.
11. Neither Contractor nor any partner, associate, employee or any other person assisting with the work contemplated by this Contract shall publish any material, including online publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Designated Assistant and/or the Deputy Attorney General. This Contract specifically prohibits any right or ability on the part of Contractor to speak on behalf of the State of Vermont to any member of the news media. Provided, however, the restrictions in this Section 11 shall not apply to any professional or other publication of (i) the fact that Contractor or Sub-Contractor approved by the AGO is representing or has represented the State of Vermont as to a specific matter (the "Representation") and (ii) the nature of the Representation.

(End of Other Provisions.)

ATTACHMENT E

2018 Hourly Rates¹ – Vermont Opioid Investigation and Litigation

Attorney	Hourly Rate
Betsy A. Miller (CMST)	\$765
Victoria S. Nugent (CMST)	\$765
Ted Leopold (CMST)	\$895
Brian E. Bowcut (CMST)	\$695
Stephen Buckingham (CMST)	\$605
Anna Jagelewski (CMST)	\$530
Maya Sequeira (CMST)	\$465
Carolyn Anderson (ZR)	\$765
June Hoidal (ZR)	\$695
David Cialowski (ZR)	\$695
Patricia Bloodgood (ZR)	\$695
Caleb Marker (ZR)	\$605
Daniel Lindquist (ZR)	\$425
Charles Toomajian (ZR)	\$380
Alia Abdi (ZR)	\$325

Paralegals & Investigators	Hourly Rate
Paralegals (CMST)	\$290 - \$300
Paralegals (ZR)	\$225 - \$275
Senior Investigators (CMST)	\$300

¹ Rates are adjusted annually per mutual agreement.

Abrams, Jill

From: Hart David <david.hart@doj.state.or.us>
Sent: Wednesday, November 15, 2017 4:37 PM
To: Decker Adria D
Subject: FW: Endo--Confidentiality Agreement

From: Abrams, Jill [mailto:jill.abrams@vermont.gov]
Sent: Wednesday, November 15, 2017 1:32 PM
To: Hart David
Cc: Toffling Holmes, Teba; Kolber, Justin; Hayes, Rose
Subject: Re: Endo--Confidentiality Agreement

Hi David,
I'm confirming that Vermont will abide by the terms of the Oregon Confidentiality Agreement.

From: Wojewoda, Jenny (AGO) <Jenny.Wojewoda@MassMail.State.MA.US>
Sent: Wednesday, November 15, 2017 3:26:49 PM
To: ; Abrams, Jill; Hayes, Rose; Decker Adri
Subject: Endo--Confidentiality Agreement

Hi Everyone,

A reminder that each state needs to send David notice that they will agree to the terms of Oregon's Confidentiality Agreement with Endo

REDACTED

Thanks,
Jenny

Jenny Wojewoda
Assistant Attorney General
Health Care and Fair Competition Bureau
Office of Attorney General Maura Healey

Ph: 617.963.2547

Fx: 617.722.0184

This e-mail, including attachments, may contain confidential or privileged information and is solely for the use of the intended recipient. If you have received this communication in error, please notify the sender immediately and delete this message from your system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CONFIDENTIALITY AGREEMENT

In re Endo Pharmaceuticals Inc. and Endo Health Solutions Inc.

This agreement is entered into by and between the Attorney General for the State of Oregon, Endo Pharmaceuticals Inc. and Endo Health Solutions Inc. (the "Company") regarding (1) documents and other material produced by the Company in response to the September 18, 2017 Civil Investigative Demand (CID) issued by the State of Oregon and (2) documents and other material produced by the Company in response to future subpoenas or requests by the Attorney General to the Company relating to its Investigation of the Company.

1. Subject to the terms below, the Attorney General shall maintain in confidence material and information designated "Confidential" and will not disclose such material or information outside of the Office of the Attorney General except to:
 - a. Employees of the Attorney General and/or the State ("employees");
 - b. Any local, municipal, county, state or federal agency empowered to investigate or prosecute laws, regulations or rules which the Attorney General determines are implicated by the investigation;
 - c. Agents, independent consultants and experts (collectively, "consultants") retained by the Attorney General to conduct such review;
 - d. Witnesses who will testify to information contained in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the witness, and that the portion of any transcript of such testimony revealing Confidential materials shall be deemed Confidential material;
 - e. Authors of such documents or materials;
 - f. Persons referenced or described in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the persons referenced or described in such documents or materials; or
 - g. Recipients currently in possession of such documents or materials.

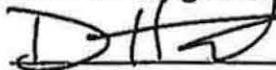
2. For any disclosure to a third party listed above, except for disclosure to recipients already in possession of such material or information, the Attorney General shall obtain either:
 - a. That individual or agency's agreement in writing to abide by the terms of this Confidentiality Agreement; or
 - b. A copy of an executed Confidentiality Agreement containing similar provisions or a similar arrangement concerning confidentiality between that individual or agency and the Company for the protection of confidential material and information.

3. The Attorney General agrees to maintain in confidence, to the full extent permitted by law, material and information that the Company produces in response to the CIDs ("Company Material and Information") that are designated as "Confidential," which contain bona fide trade secrets and will not disclose such Company Material and Information except as described above. Confidential information includes not only information produced by the Company, but also documents summarizing or otherwise disclosing such material or information, including extracts, memoranda, notes, and correspondence quoting from or summarizing such information. The limitations on disclosure of confidential material and information imposed by this agreement shall not apply to material and information designated "Confidential" that:
 - a. have been published;
 - b. the Company discloses to another or to others without restriction;
 - c. the Attorney General obtained prior to the date this Confidentiality Agreement is executed; or
 - d. the Attorney General lawfully obtains or receives from a source other than the Company, provided that the Attorney General has no knowledge that the source obtained the materials improperly or is prohibited from disclosing them.
4. The Attorney General does not concede that Company Material and Information marked "Confidential" by the Company in fact contains bona fide trade secrets. The Attorney General merely agrees that she shall provide the Company with at least 10 business days advance notice before making public Company Material and Information that is marked "Confidential." During this time period, the Company may either explain to the Attorney General's satisfaction why such material is in a fact trade secret, or seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
5. In the event that the Attorney General is a party to any litigation or legal proceeding in connection with, or as a consequence of, this Investigation, the Attorney General may retain and use Company Material and Information designated as "Confidential" in order to ensure compliance with State laws, or seek redress or penalties for violation of such laws.
6. Except as heretofore provided, upon the conclusion of this Investigation or any judicial or administrative proceeding which may arise therefrom, the Attorney General shall maintain, in a manner consistent with the confidentiality obligations set forth herein, the Company Material and Information designated as "Confidential,"

including summaries containing "Confidential" information, which are received pursuant to this agreement. The obligations of confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorney General may disclose Company Material and Information designated as "Confidential" for any law enforcement purpose.

7. This agreement is subject to the requirements of all applicable state and federal laws. In the event an Attorney General receives a court order, subpoena, public records act, or similar third party request for Company Material and Information designated as "Confidential" (a "Third Party Request"), the Attorney General shall notify the Company through its Counsel as soon as is reasonably practical of the Third Party Request (including its contents). Before the Attorney General produces, files, or otherwise reveals the identity or contents of any Company Material and Information designated as "Confidential" information, the Attorney General shall provide the Company no fewer than 10 business days advance notice to seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
8. Nothing in this Confidentiality Agreement shall be construed to prevent or prohibit the Attorney General from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such documents or other information during civil investigative demand hearings or law enforcement interviews.

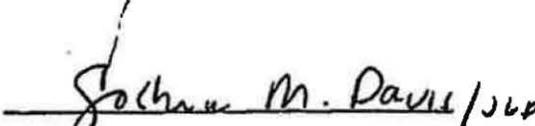
On behalf of the Oregon Attorney General

By: 
David Hart
Assistant Attorney-in-Charge

Date: November 13th, 2017

Betsy A. Miller
Partner, Cohen Milstein
(on behalf of CMST)
counsel for VTAGO
 1-7-19

On behalf of Endo Pharmaceuticals, Inc. and Endo Health Solutions, Inc.

By: 

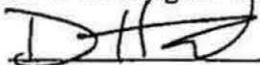
Date: Nov. 16, 2017

including summaries containing "Confidential" information, which are received pursuant to this agreement. The obligations of confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorney General may disclose Company Material and Information designated as "Confidential" for any law enforcement purpose.

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8. Nothing in this Confidentiality Agreement shall be construed to prevent or prohibit the Attorney General from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such documents or other information during civil investigative demand hearings or law enforcement interviews.

On behalf of the Oregon Attorney General

By:

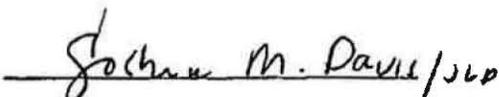

David Hart
Assistant Attorney-in-Charge

Date: November 13th, 2017

CAROLIN ANDERSON
PANTNER, ZIMMERMAN REED
(650 212)
Counsel for VT AGO
CA Anderson 1-8-2019

On behalf of Endo Pharmaceuticals, Inc. and Endo Health Solutions, Inc.

By:


John M. Davis/jmd

Date:

Nov. 16, 2017

CONFIDENTIALITY AGREEMENT

In re Endo Pharmaceuticals Inc. and Endo Health Solutions Inc.

This agreement is entered into by and between the Attorney General for the State of Oregon, Endo Pharmaceuticals Inc. and Endo Health Solutions Inc. (the "Company") regarding (1) documents and other material produced by the Company in response to the September 18, 2017 Civil Investigative Demand (CID) issued by the State of Oregon and (2) documents and other material produced by the Company in response to future subpoenas or requests by the Attorney General to the Company relating to its Investigation of the Company.

1. Subject to the terms below, the Attorney General shall maintain in confidence material and information designated "Confidential" and will not disclose such material or information outside of the Office of the Attorney General except to:
 - a. Employees of the Attorney General and/or the State ("employees");
 - b. Any local, municipal, county, state or federal agency empowered to investigate or prosecute laws, regulations or rules which the Attorney General determines are implicated by the investigation;
 - c. Agents, independent consultants and experts (collectively, "consultants") retained by the Attorney General to conduct such review;
 - d. Witnesses who will testify to information contained in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the witness, and that the portion of any transcript of such testimony revealing Confidential materials shall be deemed Confidential material;
 - e. Authors of such documents or materials;
 - f. Persons referenced or described in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the persons referenced or described in such documents or materials; or
 - g. Recipients currently in possession of such documents or materials.

2. For any disclosure to a third party listed above, except for disclosure to recipients already in possession of such material or information, the Attorney General shall obtain either:
 - a. That individual or agency's agreement in writing to abide by the terms of this Confidentiality Agreement; or
 - b. A copy of an executed Confidentiality Agreement containing similar provisions or a similar arrangement concerning confidentiality between that individual or agency and the Company for the protection of confidential material and information.

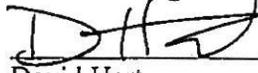
3. The Attorney General agrees to maintain in confidence, to the full extent permitted by law, material and information that the Company produces in response to the CIDs ("Company Material and Information") that are designated as "Confidential," which contain bona fide trade secrets and will not disclose such Company Material and Information except as described above. Confidential information includes not only information produced by the Company, but also documents summarizing or otherwise disclosing such material or information, including extracts, memoranda, notes, and correspondence quoting from or summarizing such information. The limitations on disclosure of confidential material and information imposed by this agreement shall not apply to material and information designated "Confidential" that:
 - a. have been published;
 - b. the Company discloses to another or to others without restriction;
 - c. the Attorney General obtained prior to the date this Confidentiality Agreement is executed; or
 - d. the Attorney General lawfully obtains or receives from a source other than the Company, provided that the Attorney General has no knowledge that the source obtained the materials improperly or is prohibited from disclosing them.
4. The Attorney General does not concede that Company Material and Information marked "Confidential" by the Company in fact contains bona fide trade secrets. The Attorney General merely agrees that she shall provide the Company with at least 10 business days advance notice before making public Company Material and Information that is marked "Confidential." During this time period, the Company may either explain to the Attorney General's satisfaction why such material is in a fact trade secret, or seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
5. In the event that the Attorney General is a party to any litigation or legal proceeding in connection with, or as a consequence of, this Investigation, the Attorney General may retain and use Company Material and Information designated as "Confidential" in order to ensure compliance with State laws, or seek redress or penalties for violation of such laws.
6. Except as heretofore provided, upon the conclusion of this Investigation or any judicial or administrative proceeding which may arise therefrom, the Attorney General shall maintain, in a manner consistent with the confidentiality obligations set forth herein, the Company Material and Information designated as "Confidential,"

including summaries containing "Confidential" information, which are received pursuant to this agreement. The obligations of confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorney General may disclose Company Material and Information designated as "Confidential" for any law enforcement purpose.

7. This agreement is subject to the requirements of all applicable state and federal laws. In the event an Attorney General receives a court order, subpoena, public records act, or similar third party request for Company Material and Information designated as "Confidential" (a "Third Party Request"), the Attorney General shall notify the Company through its Counsel as soon as is reasonably practical of the Third Party Request (including its contents). Before the Attorney General produces, files, or otherwise reveals the identity or contents of any Company Material and Information designated as "Confidential" information, the Attorney General shall provide the Company no fewer than 10 business days advance notice to seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
8. Nothing in this Confidentiality Agreement shall be construed to prevent or prohibit the Attorney General from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such documents or other information during civil investigative demand hearings or law enforcement interviews.

On behalf of the Oregon Attorney General

By:

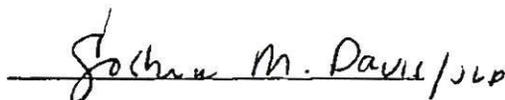

David Hart
Assistant Attorney-in-Charge

Date: November 13th, 2017

CAROLIN ANDERSON
PARTNER, ZIMMERMAN REED
(660 2R)
Counsel for VT AGO
CA Anderson 1-8-2019

On behalf of Endo Pharmaceuticals, Inc. and Endo Health Solutions, Inc.

By:


John M. Davis / JMD

Date:

Nov. 16, 2017

CONFIDENTIALITY AGREEMENT

This agreement is entered into by and between the Attorney General for the State of North Carolina (the "Attorney General") and Mallinckrodt LLC and its affiliates, subsidiaries, predecessors, and successors ("Mallinckrodt" or the "Company") regarding documents and other material produced by the Company in response to any subpoenas or requests by the Attorney General to the Company relating to its Investigation of the Company.

1. Subject to the terms below, the Attorney General shall maintain in confidence material and information designated "Confidential" and will not disclose such material or information outside of the Office of the Attorney General except to:
 - a. Employees of the Attorney General and/or the State of North Carolina ("employees") that are involved in the Investigation and are bound by the terms of this Agreement;
 - b. Any local, municipal, county, state or federal agency empowered to investigate or prosecute laws, regulations or rules which the Attorney General determines are implicated by the Investigation, provided that the agency agrees to abide by the terms of this Agreement;
 - c. Agents, independent consultants and experts (collectively, "Consultants") retained by the Attorney General to conduct such review, provided that such Consultants agree to abide by the terms of this Agreement;
 - d. Witnesses who will testify to information contained in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the witness, and that the portion of any transcript of such testimony revealing Confidential materials shall be deemed Confidential material;
 - e. Authors of such documents or materials;
 - f. Persons referenced or described in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the persons referenced or described in such documents or materials; or
 - g. Recipients currently in possession of such documents or materials.
2. For any disclosure to a third party listed above, except for disclosure to recipients already in possession of such material or information, the Attorney General shall obtain either:
 - a. That individual or agency's agreement in writing to abide by the terms of this Confidentiality Agreement; or
 - b. A copy of an executed Confidentiality Agreement containing similar provisions or a similar arrangement concerning confidentiality between that individual or agency and the Company for the protection of confidential material and information.

3. The Attorney General agrees to maintain in confidence, to the full extent permitted by law, material and information that the Company produces (“Company Material and Information”) that are designated as “Confidential,” and will not disclose such Company Material and Information except as described herein. Mallinckrodt shall not designate Company Material and Information as “Confidential” unless it in good faith believes that the Company Material and Information is entitled to confidential treatment because it contains proprietary and/or trade secret information and the disclosure of such trade secrets or information may cause competitive harm. Confidential information includes not only information produced by the Company, but also documents summarizing or otherwise disclosing such material or information, including extracts, memoranda, notes, and correspondence quoting from or summarizing such information. The limitations on disclosure of confidential material and information imposed by this agreement shall not apply to material and information designated “Confidential” that:
 - a. have been published;
 - b. the Company discloses to another or to others without restriction;
 - c. the Attorney General obtained prior to the date this Confidentiality Agreement is executed; or
 - d. the Attorney General lawfully obtains or receives from a source other than the Company, provided that the Attorney General has no knowledge that the source obtained the materials improperly or is prohibited from disclosing them.
4. The Attorney General and its employees, staff, and Consultants, and any agency receiving information pursuant to Paragraph 1(b), shall limit their use of Company Material and Information marked “Confidential” for investigative purposes and any resulting litigation (“Litigation”) between Mallinckrodt and either the Attorney General or any agency receiving information pursuant to Paragraph 1(b), or for otherwise seeking legal redress and/or penalties for violation of the law.
5. The Attorney General does not concede that Company Material and Information marked “Confidential” by the Company in fact contains the protected information described in Paragraph 3. The Attorney General merely agrees that she shall provide the Company with at least 10 business days advance notice before making public Company Material and Information that is marked “Confidential.” During this time period, the Company may either explain to the Attorney General’s satisfaction why such material is in a fact trade secret, or seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company’s request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.

6. In the event that the Attorney General is a party to any litigation or legal proceeding in connection with, or as a consequence of, this Investigation, the Attorney General may retain and use Company Material and Information designated as “Confidential” in order to ensure compliance with State laws, or seek redress or penalties for violation of such laws.
7. Except as heretofore provided, upon the conclusion of this Investigation or any judicial or administrative proceeding which may arise therefrom, the Attorney General shall maintain, in a manner consistent with the confidentiality obligations set forth herein, the Company Material and Information designated as “Confidential,” including summaries containing “Confidential” information, which are received pursuant to this agreement. The obligations of confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorney General may disclose Company Material and Information designated as “Confidential” for any law enforcement purpose, consistent with the above provisions in this Agreement.
8. This agreement is subject to the requirements of all applicable state and federal laws. In the event an Attorney General receives a court order, subpoena, public records act, or similar third party request for Company Material and Information designated as “Confidential” (a “Third Party Request”), the Attorney General shall notify the Company through its Counsel as soon as is reasonably practical of the Third Party Request (including its contents). Before the Attorney General produces, files, or otherwise reveals the identity or contents of any Company Material and Information designated as “Confidential” information, the Attorney General shall provide the Company no fewer than 10 business days advance notice to seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. The Attorney General shall not produce any such Company Material and Information until: (i) a court rules on the Company’s request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.
9. Subject to the provisions in Paragraph 1, nothing in this Confidentiality Agreement shall be construed to prevent or prohibit the Attorney General from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such

documents or other information during civil investigative demand hearings or law enforcement interviews.

On behalf of the North Carolina Attorney General

By: 
Kevin Anderson
Director, Consumer Protection Division

Date: 12/18/2017

On behalf of Mallinckrodt LLC

By: 
Brien T. O'Connor
Ropes & Gray LLP
Counsel for Mallinckrodt LLC

Date: 12/18/2017

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.



 Signature

1-30-20

 Date

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



STATE OF VERMONT
Treasurer's Office
109 State Street
Montpelier, VT 05609-6200

People's United Bank, N.A.
112 Main St
Montpelier, VT 05601
51-7218/2211

0000730035
Void After 120 Days

Date 12/29/2022 Paid Amount *****\$693,544.22**

Pay **SIX HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED FORTY-FOUR AND 22/100 DOLLARS**

To The
Order Of Cohen Milstein Sellers & Toll, PLLC
110 New York Ave. NW, E.Tower 500
Washington, DC 20005

Authorized Signature

⑈0000730035⑈ ⑆221172186⑆ 88????7044⑈

Abrams, Jill

From: Abrams, Jill
Sent: Tuesday, December 19, 2017 8:50 PM
To: John Feeney-Coyle
Subject: RE: J&J/Janssen Confidentiality Agreement

Sorry John. Thought I'd responded.
VT agrees to be bound by the terms of the CA.

REDACTED

Please let me know if you will agree to abide by the terms of the

Janssen CA (attached again here).

Thanks

John Feeney-Coyle
Assistant Attorney General

Consumer Protection Section
Colorado Attorney General's Office
1300 Broadway, 7th Floor
Denver, Colorado 80203
(720) 508-6000 Main
(720) 508-6232 Direct

From: John Feeney-Coyle
Sent: Wednesday, December 6, 2017 5:53 PM
To:
m

REDACTED

Jill Abrams <Jill.Abrams@vermont.gov>;

REDACTED

Subject: J&J/Janssen Confidentiality Agreement

All,

Attached is the Janssen Confidentiality Agreement. I have sign-on from Minnesota, North Carolina, Tennessee, and
Please confirm in writing to myself and Nettie Morano (Nettie.Morano@coag.gov) that you will abide by the
terms of this Confidentiality Agreement, or provide a similar agreement you have with Janssen.

Thank you,

John Feeney-Coyle
Assistant Attorney General
Consumer Protection Section
Colorado Attorney General's Office
1300 Broadway, 7th Floor
Denver, Colorado 80203
(720) 508-6000 Main
(720) 508-6232 Direct

Abrams, Jill

From: Abrams, Jill
Sent: Thursday, September 19, 2019 10:16 AM
To: Stein, Patricia
Cc: Kim D'Arruda; John.Feeney-Coyle@coag.gov; Miller, Betsy (bmiller@cohenmilstein.com); Johanna M. Hickman; Carolyn Anderson; Behdad Sadeghi; June Hoidal; Hayes, Rose
Subject: RE: Janssen

Thanks Pat. The Vermont AGO and our outside counsel firms, Cohen Milstein and Zimmerman Reed(cc'd here) agree to abide by the terms of the Confidentiality Agreement.

Jill S. Abrams

Assistant Attorney General
Director, Consumer Protection Division
Vermont Office of the Attorney General
109 State Street
Montpelier, VT 05609
P: 802.828.1106
F: 802.828.2154

From: Stein, Patricia <Patricia.Stein@oag.texas.gov>
Sent: Wednesday, September 18, 2019 9:55 AM
To: Abrams, Jill <jill.abrams@vermont.gov>
Cc: Kim D'Arruda <Kdarruda@ncdoj.gov>; John.Feeney-Coyle@coag.gov
Subject: RE: Janssen

Jill,

Attached is the Janssen confidentiality agreement. Please send me an email stating that Vermont will abide by the terms of the confidentiality agreement and then we can give you access to the Janssen Everlaw database.

Thanks,

Pat

Pat Stein
Asst. Attorney General
Consumer Protection Division
12221 Merit Drive, Suite 650
Dallas, TX 75251
(214) 290-8816 Direct
(214) 969-7615 Fax

Abrams, Jill

From: Abrams, Jill
Sent: Tuesday, December 19, 2017 9:10 AM
To: Mosteller, Daniel
Subject: RE: Mallinckrodt Confidentiality Agreement

Hi David,
Vermont agrees to abide by the terms of the attached executed Mallinckrodt Confidentiality Agreement.
Jill

From: Mosteller, Daniel [mailto:Dmosteller@ncdoj.gov]
Sent: Tuesday, December 19, 2017 8:48 AM
To: Jill <jill.abrams@vermont.gov>;

REDACTED

Subject: Mallinckrodt Confidentiality Agreement

Please confirm by email to me that your state agrees to abide by the terms of the attached executed Mallinckrodt Confidentiality Agreement.



Daniel P. Mosteller
Special Deputy Attorney General
Consumer Protection Division
(919) 716-6026
Dmosteller@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
www.ncdoj.gov

Please note messages to or from this address may be public records.

**CONFIDENTIALITY AGREEMENT AMONG MCKESSON CORPORATION AND
THE ATTORNEYS GENERAL FOR THE STATES OF CONNECTICUT, IOWA, NEW
YORK, NORTH CAROLINA, RHODE ISLAND, TENNESSEE AND UTAH, AND THE
COMMONWEALTHS OF MASSACHUSETTS AND PENNSYLVANIA**

The respondents, McKesson Corporation and its affiliates, subsidiaries, predecessors, and successors (collectively, "McKesson" or the "Respondents") through their undersigned counsel, and the Attorneys General of the States of Connecticut, Iowa, New York, North Carolina, Rhode Island, Tennessee and Utah, and the Commonwealths of Massachusetts and Pennsylvania (collectively, the "Attorneys General" and each individually, the "Attorney General," which terms shall include the Deputy or Assistant Attorneys General and other staff of each Attorney General) (together, the "Parties"), regarding the production of documents responsive to a Request for Information (the "RFI"), dated September 18, 2017, issued by the Attorneys General to the Respondents, which RFI is attached hereto as Appendix A, and any subsequent RFIs, agree as follows:

1. Whereas the Attorneys General are conducting an investigation related to certain business practices by the Respondents (the "Investigation") and whereas the Attorneys General have issued a RFI to the Respondents, the Attorneys General, by their designated Deputy or Assistant Attorneys General, hereby agree that any "Confidential Information," or any summaries containing "Confidential Information," as defined in Paragraph 3 below, and produced by the Respondents in response to any formal or informal request for information and documents by the Attorneys General, will not be disclosed by the Attorneys General except as set forth in Paragraphs 4, 5, 6, 7, 8 and 9 below or as required by law.

2. Respondents will provide, pursuant to the RFI and subject to any agreements or modifications thereto, answers, information and documents ("Company Materials and Information") including documents Respondents have designated as Confidential Information. Except as set forth below in Paragraphs 4-9 below, the Attorneys General hereby agree not to release to third persons and to maintain the confidentiality of such Confidential Information except as may be required by law.

3. The term "Confidential Information" as used herein means any type or classification of information which has been or is provided to the Attorneys General by the Respondents in response to the RFI, whether revealed in a document, in a narrative answer, or otherwise, and which contains a trade secret, McKesson proprietary information, or other confidential commercial, business or financial information. Respondents shall mark as "confidential" those documents that they in good faith believe to contain Confidential Information and which are so treated by Respondents and government regulatory agencies in their ordinary course of business. Respondents' designation of information as "confidential" shall not be deemed to be either a waiver of the Attorneys General's right to challenge such designation or an acceptance of such designation. This Confidentiality Agreement shall not be interpreted as requiring the Attorneys General to take, or precluding the Attorneys General from taking, any position at any subsequent administrative or judicial proceeding with respect to any claim made by Respondents concerning their designation of information as "confidential."

4. The Attorneys General and the Respondents will attempt on an informal basis in good

faith to resolve any disputes about the status or use of Company Materials and Information. The Attorneys General may not disclose Company Materials and Information except as authorized by this Confidentiality Agreement without giving at least ten (10) business days' notice to the Respondents, unless a shorter period is required by law. If within that notice period Respondents provide the Attorneys General with a written notice that all or part of the documents or information constitutes Confidential Information, then that material may be disclosed only as authorized by this Confidentiality Agreement. Within ten (10) business days of the Respondents giving notice that they maintain that all or part of the documents or information constitute Confidential Information, Respondents may move the appropriate court for entry of an order further limiting the release of such materials. The Respondents shall obtain the earliest available hearing date for such motion, in accordance with the law. If no such motion is made within this ten (10) business day period, or if the Respondents fail to object in writing during the initial ten (10) business day notice period, then the documents or information will not be prohibited from disclosure by this Confidentiality Agreement. If a motion is made within the ten (10) business day period following Respondents' response notice, the documents or information may only be disclosed as provided in this Confidentiality Agreement, unless and until the court determines that the material is not Confidential Information protected by this Confidentiality Agreement. Respondents have the burden of showing that the documents or information constitute Confidential Information within the meaning of this Confidentiality Agreement.

5. Except as set forth in Paragraphs 4-9, the Attorneys General may disclose Confidential Information to a third party only where such disclosure is required by subpoena, court order, a state's data practices act, freedom of information act, public record act, public information act, or similar law (a "Third Party Request"). Nothing contained herein shall alter or limit the obligations of the Attorneys General that may be imposed by the provisions of each state's respective data practices act, public record act, public information act, freedom of information act or similar state law, or by any court or administrative agency, regarding the disclosure of documents and information supplied to such Attorneys General, and nothing contained herein shall alter or limit statutory exemptions from such obligations and provisions. In the event an Attorney General receives a Third Party Request for Confidential Information and determines that a disclosure of Confidential Information is required by law or because the Attorney General determines that such information is not properly designated as "Confidential Information," the Attorney General shall notify the Respondents of the Third Party Request and the Confidential Information to be disclosed so that the Respondents may seek a protective order or otherwise challenge or object to the disclosure. Each of the Attorneys General agrees to provide the Respondents with at least four (4) business days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice. In any proceeding to bar or to seek the release of Confidential Information, the Respondents shall at all times have the affirmative obligation to seek to intervene in such proceedings or otherwise participate and to defend and substantiate any claim of confidentiality.

6. Except as otherwise provided for in Paragraphs 4-9, the Attorneys General may not disclose Confidential Information to any person or entity except:

- (a) Employees and staff of such Attorneys General, whether compensated or not, who are involved in the Investigation, and are bound by the terms of this Confidentiality Agreement;

(b) Employees and staff of such state regulatory agencies who are involved in the Investigation, and are or agree in writing to be bound by the terms of this Confidentiality Agreement or such other written agreement entered into between the Respondents and such Attorney General or state regulatory agency, a copy of which writing shall be maintained by the office of the Attorneys General;

(c) Any local, state or federal agency empowered to investigate matters or prosecute laws, regulations or rules which the Attorney General determines may be implicated by documents or information revealed during the Investigation;

(d) Any state Attorney General who is a participant in the Investigation as identified in the September 18, 2017 RFI and agrees in writing to keep the documents or information with the same confidentiality as those required by the providing state ("Participating Attorney General"), a copy of which writing shall be maintained by the office of the Attorneys General;

(e) Agents, independent consultants, contractors, and experts (collectively, "Consultants") retained by one or more Attorneys General to participate in the Investigation or any litigation resulting therefrom, whether compensated or not, who have been informed of this Confidentiality Agreement and, by signing the attached Acknowledgment (the "Acknowledgment"), agree in writing:

(1) To be bound by the terms of this Confidentiality Agreement;

(2) Not to disclose or otherwise use for the benefit of anyone other than the Attorneys General any Confidential Information; and

(3) To return to one or more Attorneys General at the conclusion of this Investigation (herein defined as the conclusion of informal and formal proceedings arising from or relating to this Investigation, including litigation and appeals therefrom) such Confidential Information;

(f) Any deponent or sworn statement witness, to the extent such witness is providing testimony related to one or more of the Attorneys General's Investigation or any litigation resulting therefrom, and such witness is shown such Confidential Information, provided that such witness signs the attached Acknowledgement, unless such witness has access under paragraph 6(g) herein to the Confidential Information to be shown that witness. The Attorneys General hereby further agree that no Confidential Information may be given or otherwise disclosed to any such witness except in person by the Attorney General or his employee or agent. No Confidential Information shall be given to any deponent or sworn statement witness to take possession of, retain, keep, copy, or otherwise remove outside the confines of the offices in which the witness is shown, in person and by the Attorney General or his employee or agent;

(g) Any stenographers involved in the creation of a transcript of a deposition or other proceeding referenced in Subparagraph (e);

(h) Any person who has previously prepared or received the document containing Confidential Information. The Attorneys General hereby further agree that no Confidential Information may be given or otherwise disclosed to any such person except in person by the Attorney General or his employee or agent. No Confidential Information may be given to any such person to take possession of, retain, keep, copy, or otherwise remove outside the confines of the offices in which it is shown to the person and by the Attorney General or his employee or agent;

(i) Any deponent or sworn statement witness or other person to whom Confidential Information is disclosed pursuant to Subparagraphs (d) or (e) shall be advised, prior to such disclosure, that such Confidential Information (including documents and information contained therein) may not be disclosed to anyone outside of such room except to such witness' counsel, if any, for the sole purpose of representing him or her in this Investigation and consistent with the terms of this Confidentiality Agreement; and nothing in this Confidentiality Agreement prohibits the Attorneys General from contacting consumers or others identified in Confidential Information or treating as non-confidential information about a person or his or her transactions or interactions with the consent of the person, or the person's estate, and in accordance with state and federal law.

(j) Any outside law firm or lawyer already retained or subsequently retained by any Attorney General or Participating Attorney General or any of their agencies or branches to provide legal services in connection with the Investigation, provided that such outside law firm or lawyer agree in writing to be bound by the terms of this Confidentiality Agreement and not to use or disclose any information received in connection with or on behalf of any other entity or client.

7. Documents the Attorneys General lawfully obtained from a source other than the Respondents need not be treated as confidential provided the Attorney General is not aware that such a source obtained the material either (i) due to a breach of this Confidentiality Agreement, or (ii) in breach of another confidentiality agreement with the Respondents.

8. Any copy of Company Materials or Information or compilation of the contents thereof shall be subject to the terms of this Confidentiality Agreement to the same extent as the material or information from which such summary, compilation or copy is made.

9. Should the Attorneys General desire to use any Company Materials or Information as an exhibit in a state enforcement action brought in state or federal court, it shall provide to the Respondents ten (10) business days' notice, or other notice period as may be required under applicable court rules or by a court order. The Respondents reserve the right to seek an appropriate protective order or in camera treatment of any such document(s) or information to govern the use of Company Materials and Information during such litigation. If the Respondents indicate to the Attorneys General an intention to seek a protective order or in camera treatment of any such document(s) or information, the Attorneys General shall keep such document(s) or information confidential until the court rules on the Respondents' motion(s). In all circumstances, if there are any inconsistencies between this Confidentiality Agreement and applicable court rules, the Attorneys General will comply with applicable court rules relating to the use of Confidential Information.

10. Nothing contained in this Confidentiality Agreement requires the Respondents to provide information or documents that the Respondents maintain are covered by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity. If the Respondents produce any information that they maintain should have been withheld from production based on the attorney-client privilege, work product doctrine, or any other applicable privilege or immunity ("Protected Documents"), that information shall be subject to being clawed back pursuant to the law, regulation, or policy of each participating state. The production by the Respondents of Protected Documents shall not constitute a waiver of the attorney-client privilege, work product doctrine, and any other applicable privilege or immunity unless the Respondents fail to request the return, destruction, or proper safeguarding of such Protected Documents within a reasonable amount of time, or within such other time period as determined by the law of the state. If the Attorney General obtains Protected Documents clearly marked as such, the Attorney General will immediately notify the Respondents, so long as such notification and disclosure does not impede, undermine, or put the Attorney General in a position to violate: (i) its statutory obligations to investigate and prosecute violations of law or (ii) the privileges or protections of any third party. The Respondents do not waive any privileges that may apply to the Protected Documents unless, after notification by the Attorney General, the Respondents fail to request the return, destruction, or proper safeguarding of such Protected Documents within a reasonable amount of time, or within such other time period as determined by the law of the state. Nothing in this paragraph shall require the Attorney General to return information that they are required to maintain under state law, regulation or policy. Notwithstanding the foregoing, the Attorney General is not precluded from challenging Respondents' claim of privilege as related to any Protected Document.

11. Any additional confidentiality assurances made to the Respondents by an individual Attorney General will bind that assuring Attorney General only, meaning such assurances will not further obligate any other party to and/or beyond this Confidentiality Agreement.

12. "Notification," "notice" and "notify" as used in this Confidentiality Agreement mean providing notice by telephone and via fax or electronic mail, and providing copies, via facsimile or electronic mail, of any subpoenas, FOIA requests, pleadings, court orders or other similar documents related to the subject matter of the notification. In the case of notification to Respondents, such notification shall be transmitted by facsimile or electronic mail and by overnight mail to the following:

Geoffrey E. Hobart
Covington & Burling LLP
One CityCenter
850 Tenth Street, N.W.
Washington, DC 20001-4956
Tel. (202) 662-5281
ghobart@cov.com

In the case of notification to the Attorneys General, such notification shall be sent to the following:

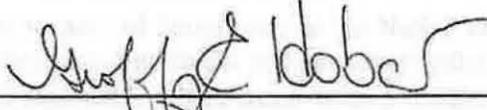
Christopher K. Leung
Assistant Attorney General
New York State Office of the Attorney General
120 Broadway, 3rd Floor
New York, NY 10271
Tel. (212) 416-6389
Christopher.Leung@ag.ny.gov

Upon the conclusion of this investigation and any judicial or administrative proceeding which may arise therefrom, including any appeals, subject to any restrictions contained in any of the Attorneys General's document retention policies, the Attorneys General shall assemble all documents and information provided by the Respondents within their possession, custody, and control, including all copies of such documents and information that may have been made, and, at Respondents' option and expense, deliver all such documents and information to the producing Respondent or destroy them, with written confirmation of such destruction; provided that this provision shall not require the return or destruction of any documents and information provided by any Respondent (a) that is part of any court paper served or filed by the Attorneys General in any judicial or administrative proceeding arising from this investigation or (b) where prohibited by law.

13. Amendments and changes to this Confidentiality Agreement may be made only by a written and signed agreement of the Parties or by order of a court or administrative tribunal of competent jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

ON BEHALF OF MCKESSON CORPORATION:

Signature:  Date: 12/12/17

Name: Geoffrey E. Hobart

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

ACKNOWLEDGMENT

I have been retained, or otherwise engaged on behalf of, or questioned by one or more of the Attorneys General identified in the Confidentiality Agreement to which this acknowledgment is attached, or I am employed by an agency to which one or more of the Attorneys General has provided Confidential Information. By signing this acknowledgment, I certify that I have read the Confidentiality Agreement in its entirety. I fully understand my obligations under the Confidentiality Agreement, and I hereby agree to be bound by its terms during the course of my retention or engagement and thereafter. In particular, I agree not to disclose or otherwise use, for the benefit of anyone other than the Attorneys General, except as provided in the Confidentiality Agreement, any Confidential Information. I further agree to return to one or more of the participating Attorneys General at the conclusion of this Investigation (herein defined as the conclusion of informal and formal proceedings arising from or relating to this Investigation, including litigation and appeals there from) such Confidential Information, if I received any such Confidential Information pursuant to this Agreement.

Agreed to and accepted this ^{12th} day of February 18.

By: Betsy A. Miller for Cohen Melstein team
Name 

Consultant to the Attorney General of the State of New Jersey

Representing Indiana as of June 13, 2018.

Representing Vermont as of June 12, 2018.



[Exhibit A]

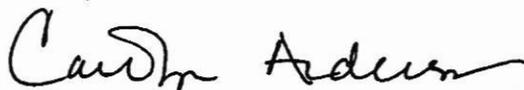
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	ACKNOWLEDGEMENT OF
	PROTECTIVE ORDER AND
	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Zimmerman Reed LLP

Carolyn Anderson



Signature

Indiana:

12/16/2019

Date

Vermont:

1/7/2020 CA

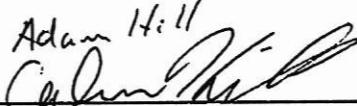
[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
)	ACKNOWLEDGEMENT OF
)	PROTECTIVE ORDER AND
)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Zimmerman Reed LLP

Adam Hill


 Signature

Indiana: 12-16-2019
 Date

Vermont: 1-7-2020 *AdH*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
)	ACKNOWLEDGEMENT OF
)	PROTECTIVE ORDER AND
)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court. *June Heidal*

Zimmerman Reed LLP

June Heidal

 Signature

Indiana: 12/16/19

 Date

Vermont: 1/6/20 *June Heidal*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Jan McFarland



 Signature

Zimmerman Reed LLP

Indiana: 12/16/19
 Date

Vermont: 1/7/2020 *W*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
THIS DOCUMENT RELATES TO:)	JUDGE POLSTER
ALL CASES)	
)	ACKNOWLEDGEMENT OF
)	PROTECTIVE ORDER AND
)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Zimmerman Reed LLP

Behdad Sadeghi

BS

Signature

Indiana:

12/16/19

Date

Vermont:

1/7/20 BCS

CONFIDENTIALITY AGREEMENT

The Office of the Attorney General for the State of Vermont ("Attorney General's Office" or "Vermont") and Purdue Pharma, L.P., Purdue Pharma Inc., and Purdue Frederick Company Inc. (collectively "Purdue") have entered into this agreement in response to the confidentiality concerns raised by Purdue concerning the handling of documents or information produced by Purdue to the Attorney General's Office ("Produced Material") in connection with its investigation into whether Purdue violated the Vermont Consumer Protection Act 9 V.S.A. §§ 2453(a) ("Investigation"), pursuant to which the Attorney General's Office issued a Civil Investigative Demand on July 22, 2016. The Produced Material will be deemed to have been produced in accordance with and pursuant to the protections afforded by 9 V.S.A. § 2460.

Accordingly, the Attorney General's Office may divulge Produced Material as permitted in 9 V.S.A. § 2460 (a)(4), which states:

Any book, record, paper, memorandum, or other information produced by any person pursuant to this section shall not, unless otherwise ordered by a court of this State for good cause shown, be disclosed to any person other than the authorized agent or representative of the Attorney General or a State's Attorney or another law enforcement officer engaged in legitimate law enforcement activities, unless with the consent of the person producing the same.

1. Purdue may label Produced Material as "Confidential" if it contains highly confidential, proprietary, or trade secret information. Purdue agrees that it will not designate or mark materials or information as "Confidential" unless Purdue in good faith asserts that the materials or information are highly confidential, proprietary, or contain trade secrets and that the material is in fact so treated by Purdue as such at the time of production. The limitations on disclosure of "Confidential" Produced Material shall not apply if such Produced Material: (a) has been published by Purdue or is otherwise in the public domain; or (b) Vermont obtains or receives the Produced Material from a source other than Purdue, so long as Vermont has no reason to believe the source obtained the Produced Material improperly. If Purdue inadvertently fails to designate produced materials or information as "Confidential" when they are produced, it may later make such a designation by providing written notification to all parties to whom the material was produced.

2. If the Attorney General's Office objects to Purdue's designation of certain materials or information as "Confidential," the parties shall confer in good faith to resolve the objection. The Attorney General's Office shall continue to afford the materials or information in question confidential treatment until the parties reach a resolution of the objection or a court rules on the issue.

3. The Attorney General's Office agrees that any Produced Material designated as "Confidential" shall be treated as confidential to the extent permitted by law, and disclosed only as required by law and pursuant to this Confidentiality Agreement and 9 V.S.A. 2460(a)(4).

4. If the Attorney General's Office intends to publicly disclose any Produced Material marked "Confidential," including by appending it to a complaint or other legal pleading, or by directly quoting the materials, the Attorney General's Office will do one of the following:

(i) resolve any dispute with Purdue regarding the designation of the materials or information as "Confidential";

(ii) file the materials or information marked "Confidential" with the court or under seal, or conditionally under seal, redacted as necessary, and provide same day notice of the filing to Purdue. Following the filing by the Attorney General's Office, the confidentiality or non-confidentiality of the materials or information marked "Confidential" attached to or included in the filings will be determined by the terms of a protective order, by other court order, or by the absence of any such order. If no protective order is entered within ten (10) calendar days of filing, the materials or information marked "Confidential" attached to or disclosed in the filing and filed under seal or conditionally under seal will be deemed non-confidential, unless the court orders otherwise; or

(iii) inform Purdue ten (10) calendar days prior to the filing so that Purdue may file for a protective order. The Attorney General's Office shall not attach or quote such materials or information until either: (a) the court or tribunal rules on Purdue's request for a protective order or in camera treatment in favor of disclosure of the materials or information; or (b) the ten (10) day period of time has expired and Purdue has not sought a protective order.

5. In the event that the Attorney General's Office receives a third-party request for Produced Material pursuant to a public record act request, subpoena, or court order, the Attorney General's Office will notify Purdue of the demand as soon as is reasonably possible so as to afford Purdue the opportunity to take any steps to prevent disclosure.

6. In the event the Attorney General's Office determines to disclose Produced Material to any law enforcement entity, the Attorney General's Office will do so only after the other law enforcement entity agrees to the terms of this Confidentiality Agreement in writing.

7. If Purdue inadvertently produces documents or information subject to a claim of attorney-client privilege or work-product protection, such production shall not operate as a waiver of privilege or protection if the disclosure was inadvertent, Purdue took reasonable steps to prevent disclosure, and Purdue promptly took reasonable steps to rectify the error. If Purdue notifies the Attorney General's Office in writing that it inadvertently disclosed privileged information promptly after

discovering that error, the Attorney General's Office will promptly return or destroy the material. If the Attorney General's Office disagrees with Purdue's claim of attorney-client privilege or work-product protection, the parties shall confer in good faith to resolve the disagreement. The Attorney General's Office shall continue to treat the produced materials or information as privileged or protected until the parties resolve the disagreement or a court rules on the issue.

Dated: 10/24/16

For Purdue Pharma, L.P., Purdue Pharma Inc., and Purdue Frederick Company Inc.

By: Patrick Fitzgerald
Patrick Fitzgerald
Counsel for Purdue Pharma Inc., Purdue Pharma L.P., and The Purdue Frederick Company,
Inc. dba The Purdue Frederick Company
Skadden, Arps, Slate, Meagher & Flom LLP
155 N. Upper Wacker
Suite 2700
Chicago, IL 60606
(312) 407-0508

By: Sarah Reznick
Sarah Reznick
Counsel for Purdue Pharma Inc., Purdue Pharma L.P., and The Purdue Frederick Company,
Inc. dba The Purdue Frederick Company
Morgan, Lewis & Bockius LLP
Morgan Lewis Consulting LLC
1111 Pennsylvania Avenue, NW
Washington D.C. 20004
(202) 373-6171

Dated: 10/24/16

For William H. Sorrell
Attorney General of the State of Vermont

By: Bill S. Abrams
Bill S. Abrams
Assistant Attorney General

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

PROTECTIVE ORDER

This Protective Order (the “**Protective Order**”) is entered in connection with the above-captioned chapter 11 cases brought by Purdue Pharma L.P. and certain other debtors (“**Debtors**”) and related adversary proceedings, including any appeals (collectively, the “**Proceeding**”), after due notice of the Debtors’ request for entry hereof and the opportunity for a hearing thereon by unopposed notice of presentment dated January 9, 2020. No additional notice of or hearing on

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

such request is required, and, after due deliberation, the Court has determined that the entry of this Protective Order is supported by good and sufficient cause and is in the best interests of the Debtors' estates, creditors and other parties in interest. This Protective Order is intended to preserve the confidentiality of sensitive information and to provide protection sufficient to constitute a Qualified Protective Order under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the regulations promulgated thereunder (*see* 45 C.F.R. § 164.512(e)(1)(ii)).

I. Scope of Protective Order

1. Diligence, disclosure, and discovery activity in the Proceeding may involve the assembly, aggregation, compilation, synthesis, summary, and production of confidential, proprietary, and/or personal information (including personally identifying information and the financial information of individuals) for which protection from public disclosure would be warranted.

2. This Protective Order shall govern all Discovery Material (as defined herein) produced, adduced, or disclosed in or for the purposes of the Proceeding, including in the course of diligence and/or discovery, by any Producing Party (as defined herein) to any Receiving Party (as defined herein). The disclosure of Discovery Material pursuant to this Protective Order shall not be considered or deemed a concession that such Discovery Material is or could be discoverable under Federal Rule of Bankruptcy Procedure 2004, Federal Rule of Bankruptcy Procedure 7026, or otherwise. Nothing in this Protective Order shall be construed as obligating a Producing Party to provide Discovery Material produced to any specific Receiving Party to any other Party, or as restricting any party-in-interest from seeking discovery whether pursuant to court order or otherwise.

3. This Protective Order shall not govern or apply to any information, documents, or materials obtained by any Party (as defined herein) outside of the Proceeding, including, but not limited to, information, documents, or other materials: (i) in the possession of such Party at the time the Proceeding was initiated through no wrongful act on the part of the entity or the individual who caused the information to come into the possession of such Party; (ii) produced in any other litigation and not re-produced in the Proceeding; (iii) produced in response to an investigative demand or administrative subpoena; or (iv) publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise. Nothing in this Protective Order is meant to modify, alter, or otherwise change any protections, restrictions, or similar limitations related to any information, documents, or materials obtained by any Party outside of the Proceeding, except as otherwise provided herein. This Protective Order is binding upon all the Parties to the Proceeding, including their respective corporate parents, subsidiaries, and affiliates and their respective attorneys, principals, agents, experts, consultants, representatives, directors, officers, and employees, as well as, to the maximum extent permitted by law, their Related Parties (as defined herein) as set forth in this Protective Order.

4. The entry of this Protective Order does not preclude any Party from seeking, where applicable, a further protective order from this Court pursuant to Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rules of Bankruptcy Procedure 7026 and 9014, and Federal Rule of Bankruptcy Procedure 9018.

5. Nothing herein shall be construed to affect in any manner the admissibility at hearing, trial, or any other court proceeding of any Discovery Material.

II. Certain Definitions

6. “**Ad Hoc Group of Non-Consenting States**” means the ad hoc group of non-consenting states as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 296], as may be amended from time to time.

7. “**Committee**” means the Official Committee of Unsecured Creditors.

8. “**Confidential Information**” means any Discovery Material designated as Confidential on the basis that it constitutes, reflects, discloses, or contains information that is or could be protected from disclosure by law as (i) personally identifying information, (ii) personal information relating to a Family Member, (iii) medical or psychiatric information, (iv) personnel records, (v) law enforcement materials, (vi) research, technical, commercial, financial, banking, or investment information that the Producing Party has maintained as confidential, (vii) such other proprietary or sensitive business or commercial information that is not publicly available, or (viii) other such information that would be entitled to protection on a motion for a protective order pursuant to Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rule of Bankruptcy Procedure 7026. For the avoidance of doubt, Discovery Material with a ‘Confidential’ designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order without any need to re-designate such Discovery Material.

9. “**Consenting Ad Hoc Committee**” means the ad hoc committee of governmental and other contingent litigation claimants as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 279], as may be amended from time to time.

10. “**Counsel**,” without another qualifier, means Outside Counsel, Member Outside Counsel, and In-House Counsel.

11. “**Discovery Material**” means any information; document; electronically stored information, such as matter stored or recorded in the form of electronic or magnetic media

(including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) (“**ESI**”); or tangible thing, including, but not limited to, all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response, or otherwise, that is produced, adduced, delivered, or disclosed in or pursuant to the Proceeding by any Producing Party to any Receiving Party, including in the course of diligence and/or discovery and/or pursuant to an order of the Court.

12. “**Family Entity**” means (i) Beacon Company, (ii) Rosebay Medical Company L.P., and (iii) each other entity or person that directly or indirectly owns equity in, or has voting control over, any of the Debtors.

13. “**Family Member**” means (i) Named Family Members and (to the extent not already listed) any descendants in any degree of Mortimer Sackler or Raymond Sackler, (ii) the spouse of any of the foregoing, (iii) any estate of the foregoing and executors thereof (solely in their capacities as such), and (iv) any trusts of which any Family Member is a beneficiary and the trustees thereof (solely in their capacity as such). For the avoidance of doubt, the terms Family Member and Family Entity together are co-extensive with the term “Covered Party” as defined in the Stipulation (as herein defined).

14. “**Group**” means each of the Committee; the Consenting Ad Hoc Committee; the Multistate Governmental Entities Group; the Ad Hoc Group of Non-Consenting States; the Ad Hoc Committee of NAS Babies as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 341], as may be amended from time to time; the Ad Hoc Group of Individual Victims of Purdue Pharma L.P. as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 348], as may be amended from time to time; the group of

hospital plaintiffs as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 90], as may be amended from time to time; the group of insurance purchasers as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 333], as may be amended from time to time; or any other group or committee formed for purposes of the Proceeding.

15. **“Highly Confidential Information”** means any Discovery Material designated as Highly Confidential that constitutes, reflects, discloses, or contains information the Producing Party has maintained as confidential and (i) the disclosure of which would allow a Market Participant to gain a material advantage in the marketplace such that it qualifies as a trade secret under applicable law, or (ii) the disclosure of which would be likely to cause commercial harm to the Producing Party or to the business partners or counterparties of the Producing Party. For the avoidance of doubt, Discovery Material with a ‘Highly Confidential’ designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order without any need to re-designate such Discovery Material.

16. **“In-House Counsel”** means any attorney employees of any Party including, for the avoidance of doubt, any attorneys who are employees of any governmental entity, such as the Office of the Attorney General of any State, Commonwealth, or Territory, that is a Party for purposes of the Proceeding.

17. **“Market Participant”** means, without limitation, any person or entity, other than the applicable Producing Party, that is engaged in the pharmaceutical or healthcare business including, but not limited to, pharmaceutical manufacturers, pharmaceutical distributors, any current or potential commercial counterparty of the Debtors, hospitals, insurers, and healthcare providers. For the avoidance of doubt, Market Participant does not include the Debtors, any individual person who is a claimant in the Proceeding, or any governmental entity.

18. “**Member**” means, (i) with respect to the Committee, any full or *ex officio* member of the Committee, (ii) with respect to each of the Consenting Ad Hoc Committee, Multistate Governmental Entities Group, the Ad Hoc Group of Non-Consenting States, or any other Group other than the Committee, any member of such Group.

19. “**Member Outside Counsel**” means any law firm, law office, or non-employee attorney who represents in the Proceeding any Member of a Group.

20. “**Multistate Governmental Entities Group**” means the multi-state group comprising approximately 1,222 entities as set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 409], as may be amended from time to time.

21. “**Named Family Member**” means Beverly Sackler, David A. Sackler, Ilene Sackler, Jonathan D. Sackler, Kathe Sackler, Mortimer D.A. Sackler, Richard S. Sackler, and Theresa Sackler.

22. “**Outside Counsel**” means any law firm, law office, or non-employee attorney who has appeared for any Party in the Proceeding who is neither In-House Counsel nor Member Outside Counsel. For the avoidance of doubt, with respect to Discovery Material that is produced to any Group, “Outside Counsel” for such Group means only the law firm, law office, or non-employee attorney who has appeared for such Group in the Proceeding, and does not include Member Outside Counsel, *provided* that, absent further consent of the applicable Producing Party, “Outside Counsel” for the Multistate Governmental Entities Group will include only (1) the attorneys of Caplin & Drysdale, Chartered, (2) Cheryl Priest Ainsworth of Theodora Oringer PC, (3) Tricia Herzfeld of Branstetter, Stranch & Jennings, PLLC, (4) Richard F. Holley of Holley, Driggs, Walch Fine, Puzey, Stein & Thompson, (5) Beth A. Kaswan of Scott + Scott Attorneys at Law LLP, (6) Shelly A. Sanford of Watts Guerra LLP, (7) Judge Kevin Sharp

of Sanford Heisler Sharp, LLP, (8) Marghretta H. Shisko of Harrison White, P.C., (9) Jeffrey B. Simon of Simon Greenstone Panatier, PC, and (10) W. Edgar Spivey from Kaufman & Canoles, P.C.

23. **“Outside Professionals’ Eyes Only”** means any Discovery Material designated by a Family Member or a Family Entity as Outside Professionals’ Eyes Only that constitutes, reflects, discloses, or contains (i) voluntarily produced (by stipulation, agreement, or otherwise) Personally Identifying Information of any Family Member or Family Entity to the extent not redacted, (ii) information that the applicable Producing Party and each applicable Receiving Party has agreed should be treated as Outside Professionals’ Eyes Only (solely with respect to the production to each such Receiving Party), or (iii) information that the Court determines should be afforded treatment as Outside Professionals’ Eyes Only. If it becomes apparent during the course of the Proceeding that permitting the Debtors to designate Discovery Materials as Outside Professionals’ Eyes Only would increase the likelihood of success of the restructuring contemplated in the Proceeding, the Debtors, the Committee, the Consenting Ad Hoc Committee, and the Ad Hoc Group of Non-Consenting States agree to negotiate in good faith with respect to the scope of such designation. If a Producing Party is compelled on an involuntary basis to provide Discovery Material in the Proceeding (including Discovery Material previously voluntarily produced (by stipulation, agreement, or otherwise) as Outside Professionals’ Eyes Only Information), such Producing Party reserves the right to request that the Court afford such Discovery Material treatment as Outside Professionals’ Eyes Only (including by requesting a modification of the definition hereof), and each Receiving Party of such Discovery Materials reserves the right to object to or otherwise challenge such request. For the avoidance of doubt, none of the information described in paragraph 17(a) of the Stipulation

shall constitute Outside Professionals' Eyes Only Information, but such information may be given any other designation as determined by the applicable Producing Party in accordance with this Protective Order.

24. **“Party”** means any party-in-interest in the Proceeding who is bound to this Protective Order by agreement (indicated by completion of the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order) and/or an order of the Court (including, for the avoidance of doubt, (i) the Debtors, (ii) Beacon Company, (iii) Rosebay Medical Company, L.P., (iv) the Committee, (v) the Consenting Ad Hoc Committee, (vi) the Multistate Governmental Entities Group, and (vii) the Ad Hoc Group of Non-Consenting States), and each and every Related Party to any such party-in-interest. Additional persons or entities that are parties-in-interest may become a Party by either (a) completing the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order and filing the certification on the Court's docket, thereby agreeing to be bound by the Protective Order, or (b) being expressly bound to this Protective Order by an order of the Court. For the avoidance of doubt, (i) neither the United States nor any federal agency, including, without limitation the U.S. Trustee, is a Party within the meaning of this Protective Order or otherwise bound by this Protective Order; (ii) any Discovery Material sought by the United States or any federal agency, including, without limitation the U.S. Trustee, in the Proceeding will be governed by a separate arrangement to be negotiated; and (iii) any information sought outside of this Proceeding, by the United States, by any federal agency, or by any other Party, will not be governed by this Protective Order.

25. **“PEC”** means the Plaintiffs' Executive Committee in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, which is a member of the Consenting Ad Hoc

Committee set forth in the verified statement pursuant to Bankruptcy Rule 2019 [ECF No. 279], as may be amended from time to time.

26. **“Personally Identifying Information”** means the names, home addresses, personal e-mail addresses, home telephone numbers, Social Security or tax identification numbers, and other information protected by law from disclosure of any person, but shall not include the name of any Named Family Member.

27. **“Privileged Information”** means Discovery Material protected from disclosure by the attorney-client privilege, attorney work product protection, common-interest privilege, or any other legal privilege, immunity, or protection from production or disclosure.

28. **“Producing Party”** means a person who, or entity that, produces, discloses, or otherwise makes available Discovery Material to a Receiving Party. For purposes of a deposition or other testimony, the Producing Party is the person who, or entity that, put forth the witness.

29. **“Professional”** means any person or entity retained by a Party or by Counsel for a Party that is providing advice to such Party with respect to the Proceeding, including, for example, a financial advisor, provided that the person or entity agrees to be bound by this Protective Order and completes the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order. For the avoidance of doubt and for the purposes of this Protective Order, Marc Kesselman is a Professional of the Debtors.

30. **“Professionals’ Eyes Only Information”** means any Discovery Material designated as Professionals’ Eyes Only that constitutes, reflects discloses, or contains (i) information that could give rise to a safety or similar risk to any person or entity, or (ii) commercially or personally sensitive information the disclosure of which to non-Counsel or

non-Professionals is likely to adversely impact the goals of the Bankruptcy Code and the likelihood of success of the restructuring contemplated in the Proceeding. Any Discovery Material designated as Professionals' Eyes Only Information will also be designated as either Confidential Information ("**Professionals' Eyes Only/Confidential Information**") or Highly Confidential Information ("**Professionals' Eyes Only/Highly Confidential Information**") as set forth in this Protective Order. For the avoidance of doubt, Discovery Material with a 'Professionals Eyes Only' or 'Attorneys Eyes Only' designation from other litigations that is reproduced in the Proceeding is governed by this Protective Order as Professionals Eyes Only/Highly Confidential Information without any need to re-designate such Discovery Material.

31. "**Protected Information**" means any information that is designated as Confidential Information, Highly Confidential Information, Professionals' Eyes Only/Confidential Information, Professionals' Eyes Only/Highly Confidential Information, or Outside Professionals' Eyes Only Information in accordance with the Protective Order.

32. "**Receiving Party**" means a Party that receives Discovery Material from a Producing Party.

33. "**Related Party**" means, with respect to any Party, such Party's principals, members, agents, consultants, directors, officers, and employees; and such Party's corporate parents, subsidiaries, and affiliates, and their principals, agents, consultants, directors, officers, and employees. For the avoidance of doubt, each Family Member and each Family Entity (other than Beacon Company and Rosebay Medical Company L.P.) is a Related Party with respect to Beacon Company and Rosebay Medical Company L.P., which are each a Party.

34. "**Stipulation**" means the Amended and Restated Case Stipulation Among the Debtors, the Committee and Certain Related Parties [ECF No. 518]

III. Designation and Redaction of Protected Information

35. A Party may designate any Discovery Material produced by itself, or testimony given by a witness offered by itself, that the Producing Party believes in good faith qualifies as Protected Information of the Producing Party pursuant to this Protective Order. In designating Discovery Materials as Protected Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and the rules and rulings of the Court. Nothing herein shall be construed as restricting a Producing Party from waiving, as confirmed in writing to any applicable Receiving Party, the designation of any Discovery Material as Protected Information with respect to any, all, or certain Receiving Parties. Notwithstanding the possible prior designation of Discovery Material under one label, a Producing Party may always designate or redesignate such Discovery Material with any designation it believes is appropriate. The designation or potential for designation under one label shall not be construed to mean that designation under another label would not also be appropriate.

36. For each document that contains or constitutes Protected Information, each page, to the extent practicable, will be explicitly marked by the Producing Party at the time of production, as relevant, “CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “PROFESSIONALS’ EYES ONLY/CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”, “PROFESSIONALS’ EYES ONLY/HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER,” “OUTSIDE PROFESSIONALS’ EYES ONLY INFORMATION—SUBJECT TO PROTECTIVE ORDER”, or comparable notices. To the extent that ESI that contains or constitutes Protected Information is produced in any electronic form, the Producing Party may designate such matters by a designation on the media. To the extent that ESI that contains or constitutes Protected Information is produced by any Party in a native form, the

Producing Party may designate the file by including the appropriate label in the file name. The Producing Party will identify in a log the different categories or groups of Discovery Materials that have been designated as Outside Professionals' Eyes Only. Such log will be produced as soon as reasonably practicable following the production of such Protected Information.

37. A Producing Party may redact certain portions of Protected Information from Discovery Material to the extent necessary to protect Personally Identifying Information (other than Personally Identifying Information of Family Members and Family Entities in Discovery Material designated as Outside Professionals' Eyes Only Information) and Privileged Information from disclosure. The basis for any such redaction, as between Personally Identifying Information and Privileged Information, shall be provided in a log. With respect to redactions of Privileged Information, the log will identify the privilege or privileges asserted. For the avoidance of doubt, redactions may be challenged at any time by a Receiving Party as set forth in paragraph 64. If a challenge is made in accordance with paragraph 64 or if a Producing Party is compelled on an involuntary basis to produce Discovery Material in the Proceeding, and such Discovery Material contains Personally Identifying Information, such Producing Party reserves the right to seek an order from the Court permitting redactions of such Personally Identifying Information, to which all other Parties shall have the right to object or otherwise challenge. Nothing in this Protective Order shall create any presumptions or shift any burdens with respect to whether Discovery Material is discoverable or is entitled to protection from disclosure.

38. Discovery Material disclosed through testimony at a deposition taken in connection with the Proceeding may be designated as Protected Information by the Party who put forth the witness, which Party will be treated as the Producing Party for purposes of the

testimony and transcript of such testimony, either (i) on the record at the time of testimony or (ii) by notifying the court reporter in writing and any applicable Receiving Parties by a Notice of Designation on the Court's docket of such designation within seven (7) days of the Producing Party's receipt of the initial rough transcript of a deposition. The court reporter will indicate the portions designated as Protected Information as appropriate. Designations of transcripts will apply to audio, video, or other recordings of the testimony. Any transcripts released prior to the expiration of the seven (7)-day period shall be marked with the highest designation of any portion of the transcript designated on the record, and all Parties shall treat the transcript in accordance with such designation for the duration of the seven (7)-day period. If the Producing Party does not provide notice of any designation of a transcript either (i) on the record at the time of testimony or (ii) in writing within the seven (7)-day period, then the entire transcript will be deemed not to contain Protected Information.

39. In accordance with this Protective Order, the only persons who may be present at a deposition for the period during which any questions regarding Protected Information are asked are those, with respect to each designation of Protected Information, who are identified in Section V below. No failure to exclude any persons from such deposition shall prejudice a Producing Party's right to subsequently designate such information as Protected Information. This paragraph shall not be deemed to authorize disclosure of any Protected Information to any person to whom disclosure is prohibited under this Protective Order.

IV. Means of Access to Professionals' Eyes Only Information

40. Professionals' Eyes Only Information shall be produced by ordinary course means to Outside Counsel for a Receiving Party and to Professionals and vendor agents for such Receiving Party who are entitled to receive such Professionals' Eyes Only Information as set forth in Section V below.

41. In addition, and subject to the limitations set forth in Section V below with respect to Professionals' Eyes Only/Highly Confidential Information, (i) persons as designated by each Member of the Committee (*provided* that no Market Participant shall have direct access to Professionals' Eyes Only/Highly Confidential Information) and (ii) a reasonable number of attorneys and staff overseen by such attorneys as designated by each Member of (a) the Consenting Ad Hoc Committee and (b) the Ad Hoc Group of Non-Consenting States (collectively, "**View-Only Designees**") will receive view-only access to Professionals' Eyes Only Information provided to Outside Counsel of the aforementioned Group of which such View-Only Designee is a Member, *provided* that the View-Only Designees with respect to the PEC will be the Designated Co-lead Counsel of the PEC. A list of the names of all View-Only Designees shall be transmitted by e-mail to Debtors and to Counsel for the Family Members and Family Entities in order to confirm to whom view-only access is to be provided, and the view-only access platform will have a confidentiality acknowledgment that each View-Only Designee will be required to affirm prior to entry to the platform. View-Only Designees reserve the right to request that the Court modify the means of access to Discovery Materials, including upon a reasonable showing that the view-only platform provided to them is not reasonably accessible or is otherwise imposing an undue burden, provided that any alternative means of access ordered by the Court will also be view-only.

42. In-House Counsel and Member Outside Counsel, other than View-Only Designees or In-House Counsel for any Market Participant, shall be permitted to seek view-only access to Professionals' Eyes Only Information ("**Requesting Counsel**") for which Outside Counsel for the same Party or Outside Counsel for the Group of which such Party is a Member has been provided ordinary course access by making a request to the Producing Party which:

(i) specifies the Professionals' Eyes Only Information to which access is sought and (ii) sets forth the reasonable basis for the request and the steps Requesting Counsel has taken or commits to take to protect the Professionals' Eyes Only Information (the "Access Request"). If the Producing Party does not grant the Access Request within three (3) days, Requesting Counsel and the Producing Party will meet and confer within five (5) days of the Access Request. If the Access Request has been neither rescinded nor granted at the conclusion of the meet and confer, Requesting Counsel will have the right to request a chambers conference with the Court regarding the Access Request.

V. Access to Protected Information

43. No person or entity subject to the Protective Order shall disclose or permit the disclosure of any information designated as Protected Information to any person or entity except as expressly set forth in this Protective Order. For the avoidance of doubt, no Receiving Party (including the Receiving Party's Counsel) may share any Protected Information received by it from a Producing Party with any other Party.

44. **Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Confidential Information designated in accordance with the provisions of this Protective Order is produced shall use such Confidential Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Confidential Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Such Receiving Party;
- ii. If such Receiving Party is a Group, the Members (including staff employed by such Member) of such Receiving Party;

- iii. Counsel for such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iv. If such Receiving Party is a Group, Counsel of the Members of such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- v. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vi. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vii. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- viii. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony; and
- ix. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(vi) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

45. **Highly Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Highly Confidential Information designated in accordance with the provisions of this Protective Order is produced shall use such Highly Confidential Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Highly Confidential Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Such Receiving Party, unless such Party is a Market Participant;
- ii. If such Receiving Party is a Group, the Members (including staff employed by such Member) of such Receiving Party, unless such Member is a Market Participant;
- iii. Outside Counsel for such Receiving Party, In-House Counsel for such Receiving Party unless such Party is a Market Participant, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iv. If such Receiving Party is a Group, the Member Outside Counsel for each Member of such Receiving Party, In-House Counsel for each Member of such Receiving Party unless such Member is a Market Participant, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- v. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- vi. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;

vii. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;

viii. Any deponent or witness, and his/her counsel, who may be shown Highly Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony; provided that such deponent or witness shall not be permitted to retain Highly Confidential Information and further provided that, unless otherwise agreed by the Producing Party or ordered by the Court, no Highly Confidential Information may be shown to any witness who is a current employee of a Market Participant; and

ix. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Highly Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(vi) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

46. **Professionals' Eyes Only/Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Protected Information designated in accordance with the provisions of this Protective Order as both Professionals' Eyes Only Information and Confidential Information is produced shall use such Protected Information solely for purposes of the Proceeding and such Receiving Party shall

not disclose the contents of such Protected Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Outside Counsel for the Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Outside Counsel;
- ii. If such Receiving Party is the Committee, each View-Only Designee for the Committee in the manner set forth in Section IV, the Member Outside Counsel of each Member of such Receiving Party, In-House Counsel of each Member of such Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Counsel;
- iii. If such Receiving Party is the Consenting Ad Hoc Committee or the Ad Hoc Group of Non-Consenting States, the View-Only Designees for the Receiving Party in the manner set forth in Section IV;
- iv. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- v. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel);
- vi. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- vii. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Professionals' Eyes Only/Confidential Information only to the extent necessary to prepare for deposition or testimony or during such deposition or testimony provided that such deponent or witness shall not be permitted to retain Professionals' Eyes Only/Confidential Information and further provided that, unless

otherwise agreed by the Producing Party or ordered by the Court, no Professionals' Eyes Only/Confidential Information may be shown to any witness who is a current employee of a Market Participant; and

viii. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Professionals' Eyes Only/Confidential Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(v) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

47. **Professionals' Eyes Only/Highly Confidential Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Protected Information designated in accordance with the provisions of this Protective Order as both Professionals' Eyes Only Information and Highly Confidential Information is produced shall use such Protected Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Protected Information to any person or entity unless such person or entity falls within at least one of the following categories set forth in paragraph 45 and at least one of the categories set forth in paragraph 46. For the avoidance of doubt, if such Receiving Party is the Committee, such Receiving Party shall not disclose the contents of Professionals' Eyes Only/Highly Confidential Information to a View-Only Designee for the Committee which is a Market Participant or to the In-House Counsel of such View-Only Designee. Before any Professionals' Eyes Only/Highly Confidential Information is reviewed or

inspected by or otherwise disclosed to any person listed in paragraph 45(i)-(vi) or paragraph 46(i)-(v) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

48. **Outside Professionals' Eyes Only Information.** In the absence of written permission from the Producing Party or an order of the Court, a Receiving Party to whom Outside Professionals' Eyes Only Information designated in accordance with the provisions of this Protective Order is produced shall use such Outside Professionals' Eyes Only Information solely for purposes of the Proceeding and such Receiving Party shall not disclose the contents of such Outside Professionals' Eyes Only Information to any person or entity unless such person or entity falls within at least one of the following categories:

- i. Outside Counsel for the Receiving Party, and the attorneys, paralegals, stenographic, and clerical staff employed by such Outside Counsel;
- ii. Professionals for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- iii. Vendor agents for such Receiving Party (whether retained by the Receiving Party or such Party's Counsel), unless such Party is a Market Participant or such Party's Counsel is acting solely on behalf of a Market Participant;
- iv. Stenographic employees and court reporters recording or transcribing testimony in the Proceeding;
- v. Any deponent or witness, and his/her counsel, who may be shown, but shall not be permitted to retain, Outside Professionals' Eyes Only Information only to the extent

necessary to prepare for deposition or testimony or during such deposition or testimony provided that such deponent or witness shall not be permitted to retain Outside Professionals' Eyes Only Information and further provided that, unless otherwise agreed by the Producing Party or ordered by the Court, no Outside Professionals' Eyes Only Information may be shown to any witness who is a current employee of a Market Participant; and

vi. The Court, any trial or appellate court to which an appeal of a decision of the Court is taken, and any members of the courts' staff to whom it is necessary to disclose the information; provided that no such information shall be publicly filed unless required by an order of the Court.

Before any Outside Professionals' Eyes Only Information is reviewed or inspected by or otherwise disclosed to any person listed in (i)-(iii) above, the Receiving Party shall be responsible for providing such persons with a copy of this Protective Order and instructing such persons to comply with the terms of the Protective Order.

VI. Confidentiality Acknowledgment

49. Each Receiving Party shall sign an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, acknowledging that it shall abide by the terms of the Protective Order. Each Party shall provide a signed copy of the Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, to Debtors by e-mail.

50. Each non-Party person required under this Protective Order to complete the certification contained in Appendix I, Acknowledgement and Agreement to Be Bound by Protective Order, shall be provided with a copy of this Protective Order and shall sign an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto

as Appendix I, acknowledging that he or she has read this Protective Order and shall abide by its terms.

51. Persons who come into contact with Protected Information for clerical or administrative purposes, and who do not retain copies or extracts thereof, are not required to execute an Acknowledgement and Agreement to Be Bound by Protective Order, in the form annexed hereto as Appendix I, but must comply with the terms of this Protective Order.

52. In the event of a suspected unauthorized disclosure of Protected Information, each Party will have the right to request a chambers conference with the Court wherein the Court will be asked to determine (i) whether an unauthorized disclosure occurred and (ii) the appropriate remedy therefor, which shall be within the Court's discretion.

VII. Protection and Use of Protected Information

53. Counsel to any applicable Receiving Party shall take reasonable steps to assure the security of any Protected Information and will limit access to such material to those persons authorized by this Protective Order.

54. Nothing herein shall restrict any Party, Counsel, or Professional who is permitted to receive certain Protected Information pursuant to this Protective Order from making working copies, abstracts, digests, or analyses of such Protected Information for use in connection with the Proceeding and such working copies, abstracts, digests, and analyses shall be deemed to have the same level of protection as the derived-from Protected Information under the terms of this Protective Order. Further, nothing herein shall restrict any Party, Counsel, or Professional who receives such Protected Information by ordinary course means from converting or translating such Protected Information into machine-readable form for incorporation in a data retrieval system used in connection with the Proceeding, provided that access to such Protected Information, in whatever form stored or reproduced, shall be deemed to have the same level of

protection under the terms of this Protective Order as at the time of production. For the avoidance of doubt, to the extent certain Protected Information is provided to any person on a view-only basis, no person or entity with any access to such Protected Information will engage in any behavior that would render the purpose of the view-only restriction a nullity.

55. Any Party, Counsel, or Professional who is permitted to receive certain Protected Information shall at all times, including after the conclusion of the Proceeding, keep all notes, abstractions, or other work product derived from or containing such Protected Information in a manner to prevent any unauthorized disclosure of such Protected Information. Nothing in this Protective Order shall be construed as requiring the disclosure of any such work product at the conclusion of the Proceeding.

56. Nothing herein shall restrict any Party's Counsel who is permitted to receive certain Protected Information from rendering advice to such Party with respect to the Proceeding and, in the course thereof, relying upon such Protected Information, provided that in rendering such advice, Counsel shall not engage in any behavior that would render the purpose, effect, or terms of the Protective Order a nullity.

57. Nothing herein shall prejudice in any way the rights of any Party to object to the relevance, authenticity, or admissibility into evidence of any Discovery Material subject to this Protective Order, or otherwise constitute or operate as an admission by any Party that any particular Discovery Material is or is not relevant, authentic, or admissible into evidence at any deposition, hearing, or trial related to the Proceeding.

58. Nothing contained in this Protective Order shall preclude any Producing Party from using its own Protected Information in any manner it sees fit, without prior consent of any other Party or the Court.

59. If a Receiving Party learns of any unauthorized disclosure of Protected Information for which the Receiving Party may be, in whole or in part, responsible, it shall immediately (i) inform the Producing Party in writing of all pertinent facts relating to such disclosure, (ii) make reasonable best efforts to retrieve all copies of the Protected Information that was disclosed without authorization, (iii) inform the person or persons to whom unauthorized disclosures were made of the terms of this Protective Order, (iv) request such person or persons execute the Acknowledgement and Agreement to Be Bound by Protective Order that is attached hereto as Appendix I, and (v) as soon as reasonably practicable, certify to the Producing Party that the steps in (i)-(iv) above are being undertaken or have been completed. Nothing herein shall prevent a Producing Party from requesting that a Receiving Party take other reasonable additional steps to mitigate or remediate an unauthorized disclosure, or from seeking Court intervention with respect to such unauthorized disclosure.

60. Unless otherwise agreed or ordered, this Protective Order shall remain in force after the closing of the Proceeding, and the Court shall retain jurisdiction after such closing to modify or enforce the provisions of this Protective Order. Each Party consents to the ongoing jurisdiction of the Court to modify or enforce the provisions of this Protective Order.

61. Within ninety (90) days of the request of a Producing Party made after the closing of the Proceeding, or as soon as reasonably practicable after such request, or such other time as the Producing Party may agree in writing, each applicable Receiving Party shall use commercially reasonable efforts to return or to destroy, at the option of the Receiving Party, all Protected Information under this Protective Order unless the Protected Information has been offered into evidence, filed without restriction as to disclosure, or otherwise been made publicly available without a violation of the terms of the Protective Order. At the Request of the

Producing Party, as soon as practicable thereafter, each applicable Receiving Party shall certify in writing (which may be by e-mail), to the best of such Party's knowledge after reasonable inquiry, the return or destruction of Discovery Material containing Protected Information to the Producing Party. The Receiving Party shall not be required to locate, isolate, and return or destroy e-mails (including attachments to e-mails) that may include Protected Information contained in deposition transcripts or drafts or final expert reports.

62. Notwithstanding the above requirements to return or destroy Discovery Material, any applicable Receiving Party, Counsel, and Professionals may retain (i) such Discovery Material as it reasonably believes (and at all times continues to reasonably believe) are required in order to satisfy applicable law, ethical or professional obligations, and rules or commercially reasonable, bona fide internal record-keeping or retention policies or procedures, (ii) any analyses, compilations, abstracts, studies, summaries, or other documents, reports, or records prepared by the Receiving Party or its Counsel or Professionals based on, containing, or reflecting Protected Information, (iii) any portions of the Protected Information that are publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise, and (iv) any portions of Protected Information that it reasonably believes cannot be practicably destroyed (such as oral communications, e-mail back-up records, bank-up server tapes, and any records of similar such automated record-keeping or other retention systems). Any retained Protected Information shall continue to be protected under this Protective Order.

VIII. Changes in Designation of Information

63. If a Producing Party inadvertently produces any Protected Information without labeling or marking or otherwise designating it as such in accordance with the provisions of this

Protective Order, such Producing Party shall give written notice to any applicable Receiving Party that the Discovery Material produced is deemed designated and should be treated as such in accordance with the provisions of this Protective Order, and shall provide replacement media, images, and any associated production information to conform the Discovery Material to the appropriate designation and facilitate use of the revised designation in the production. Such Receiving Party must treat such Discovery Material with the noticed level of protection from the date such notice is received, unless such Discovery Material has become publicly available through no wrongful act or violation of this Protective Order on the part of the entity or the individual who caused the information to become generally available to the public through publication or otherwise. Disclosure of such Protected Information, prior to the receipt of such notice, to persons not authorized to receive such Protected Information shall not be deemed a violation of this Protective Order. A Producing Party may designate, change the designation of, or withdraw a designation from any Discovery Material that it has produced consistent with this Protective Order, provided, however, that such redesignation shall be effective only as of the date that notice of such redesignation is received. Such redesignation shall be accomplished by notifying Counsel for each applicable Receiving Party in writing of such redesignation and providing replacement images bearing the appropriate description, along with the replacement media, images, and associated production information referenced above. Upon receipt of any redesignation and replacement image, each Receiving Party shall (i) treat such Discovery Material in accordance with this Protective Order; (ii) take reasonable steps to notify any persons known to have possession of any such Discovery Material of such redesignation under this Protective Order; and (iii) promptly endeavor to procure all copies of such Discovery Material from any persons known to have possession of such Discovery Material who are not entitled to

receipt under this Protective Order. It is understood that each Receiving Party's good faith efforts to procure all such Discovery Material may not result in the actual return of all such Discovery Material.

64. A Receiving Party may challenge a designation or a redaction at any time with respect to Discovery Material that is or would be discoverable. If a Receiving Party believes that Discovery Material is not properly designated as Protected Information or that redaction of certain Discovery Material is not justified, such Receiving Party will identify the specific Discovery Material that it believes is improperly designated or redacted and notify the Producing Party, in writing, of its good faith belief that the designation or redaction was not proper under this Protective Order (a "**Challenge Notice**"). The Receiving Party may also challenge redactions or designations by group or category, rather than by individual piece of Discovery Material, provided that the group or category of Discovery Material subject to the challenge is identified in a manner sufficient to provide notice to the Producing Party. Within five (5) days of receipt of a Challenge Notice, the Producing Party must either offer to modify the redaction or designation as requested in the Challenge Notice or explain in writing to such Receiving Party the basis of the chosen redaction or designation. If at any time the Receiving Party chooses to pursue the subject of the Challenge Notice before the Court, the Receiving Party will notify the Producing Party and will have up to five (5) days from such notification to challenge the designation or redaction by submitting a letter to the Court of no more than five (5) single-spaced pages (the "**Challenge Letter**"), with copies transmitted by e-mail to Debtors, the Committee, and the Producing Party. If a Challenge Letter is submitted, the Producing Party shall have five (5) days from the date of submission to the Court to submit a response letter of no more than five (5) single-spaced pages, with copies transmitted by e-mail to Debtors, the Committee, and the

Party that submitted the Challenge Letter. Until the Court rules on the challenge, all Parties shall continue to afford the Discovery Material in question the level of protection to which it is entitled under the Producing Party's designation or redaction. In the event that a redaction or designation is changed by the Producing Party or by an order of the Court, the Producing Party shall provide replacement media, images, and associated production information as provided above.

IX. Inadvertent Production of Documents

65. The Parties agree that no Party intends to disclose Privileged Information, except as specifically provided for and protected by a common interest privilege, joint defense privilege, or similar protection pursuant to the terms of the Stipulation. If, nevertheless and except as provided in the Stipulation, a Producing Party discloses Privileged Information, such disclosure shall be deemed inadvertent without any need of further showing under Federal Rule of Evidence 502(d) and shall not constitute or be deemed a waiver or forfeiture of the privilege or protection from discovery by such Producing Party in this case or in any other federal or state proceeding. This section shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

66. If a Producing Party discovers that it has produced Privileged Information, it shall promptly notify any applicable Receiving Parties of the production in writing, shall identify the produced Privileged Information, and may demand that such Receiving Parties return or destroy the Privileged Information. In the event that any Receiving Party receives Discovery Material that it believes is Privileged Information, such Receiving Party shall immediately refrain from examining the Discovery Material and shall promptly notify the applicable Producing Parties in writing that the Receiving Party possesses potentially Privileged Information. Each Producing Party shall have five (5) days after receiving such notice to assert privilege over the identified

Discovery Material. If such Producing Party does not assert a claim of privilege within the five (5)-day period, the Discovery Material in question shall be deemed not privileged.

67. If any Producing Party has notified any Receiving Party of production of Privileged Information, or has confirmed the production of Privileged Information called to its attention by a Receiving Party, each such Receiving Party shall within five (5) days of receiving such notification or confirmation: (i) return, sequester, or destroy all copies of the Privileged Information in its possession, custody, or control (the “**Clawed-Back Information**”); (ii) neither use nor disclose the Clawed-Back Information until any dispute over the claim of privilege is resolved; (iii) take reasonably steps to retrieve any Clawed-Back Information that may have been disclosed by such Receiving Party prior to the notification; and (iv) ensure that the Clawed-Back Information is not disclosed in any manner by the Receiving Party.

68. Within ten (10) days of the notification that such Clawed-Back Information has been returned, destroyed, sequestered, or deleted, the applicable Producing Parties shall produce a privilege log with respect to the Clawed-Back Information. Within seven (7) days after receiving the privilege log(s) with respect to such Clawed-Back Information, a Receiving Party may notify the applicable Producing Party in writing of an objection to a claim of privilege or work-product protection with respect to the Clawed-Back Information. Within five (5) days of the receipt of such notification, the applicable Producing Party and any applicable Receiving Parties shall meet and confer in an effort to resolve any disagreement concerning the privilege or work-product claim with respect to such Clawed-Back Information.

69. A Receiving Party shall not use any Clawed-Back Information for any purpose other than to dispute the claim of privilege until the Court has ruled on such dispute (if any). If a Receiving Party files a motion disputing the claim of privilege following the meet and confer, the

applicable Producing Party bears the burden of establishing the attorney-client privilege, attorney work product protection, common-interest privilege, or any other privilege, immunity, or protection from production or disclosure of any Clawed-Back Information and may oppose such motion, including on the grounds that inadvertent disclosure does not waive privilege.

70. Nothing contained herein is intended to or shall serve to limit a Party's right to conduct a review of Discovery Material for relevance, responsiveness, and segregation of either privileged or protected information before production. Nothing in this Protective Order shall limit the Court's right or any Party's right to request an in-camera review of any Privileged Information.

71. In the event any prior order or agreement between any Parties or between any Party and any non-Party concerning the disclosure of either privileged or work product protected materials conflicts with any of the provisions of the Protective Order, the provisions of the Protective Order shall control the treatment of such privilege issues with respect to all Discovery Material.

X. Filing and Use at any Hearing or Trial of Protected Information

72. If any Receiving Party determines to file or to otherwise submit to the Court any Discovery Material containing or disclosing the content of Protected Information, including, but not limited to, briefs, pleadings, memoranda, transcripts, and discovery responses, such Protected Information must be filed under seal or in redacted form, unless such Receiving Party first either (i) obtains from the Producing Party (a) consent to the filing without sealing or redaction, or (b) a waiver of the prohibition against filing, referencing, submitting, or otherwise using such Protected Information in unredacted form, or (ii) obtains, through a motion on notice to the Producing Party, an order of the Court (a) allowing the filing without sealing or redaction or (b) modifying or eliminating the aforementioned prohibition.

73. To the extent that a brief, memorandum, pleading or other filing references any Protected Information, the filing Party shall file a redacted version on the public docket on the date such filing is due to be filed and may concurrently file an unredacted version under seal. Only portions of Discovery Materials containing Protected Information are subject to redaction. All filings made under seal shall be submitted electronically and shall be linked to this Protective Order or other relevant authorizing order. If both redacted and unredacted versions are being submitted for filing, each version shall be clearly named so there is no confusion as to why there are two entries on the docket for the same filing.

74. If the Court has granted an exception to electronic filing, a sealed filing shall be placed in a sealed envelope marked “CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER.” The sealed envelope shall display the case name and number, a designation as to what the document is, and the name of the Party on whose behalf it is submitted. A copy of this Protective Order, or other relevant authorizing order, shall be included in the sealed envelope.

75. A Receiving Party that intends to present Protected Information at a hearing or trial shall use reasonable best efforts to bring that issue to the Producing Party’s and the Court’s attention without disclosing the Protected Information no later than one (1) day prior to the hearing or trial. No later than the morning of the hearing or trial, the Receiving Party that intends to present Protected Information and the Producing Party shall meet and confer regarding procedures for the use of the Protected Information at the hearing or trial. If necessary, the Court may thereafter make such orders, including any stipulated orders, as are necessary to govern the use of Protected Information at the hearing or trial.

XI. Protected Information Requested by Third Party; Procedure Following Request

76. If any Receiving Party is served with a subpoena, a request for information, including a request under any public records act, or any similar federal, state, or municipal law (collectively, the “**Public Disclosure Laws**”), or any other form of legal process that purports to compel disclosure of any Protected Information covered by this Protective Order (“**Request**”), and determined that the Receiving Party may be required to produce Protected Information in response to the Request, the Receiving Party must so notify the applicable Producing Party, in writing, as soon as reasonably possible following the Request. In the event the Receiving Party determines it is required to disclose Protected Information in response to the Request, any notice of such Request must include a copy of the Request, or, to the extent the Request cannot be shared, information sufficient to identify the name of the party who made the request (the “**Requestor**”) and the particular materials sought. The Receiving Party will make reasonable best efforts to provide such notice no more than five (5) days after determining it must comply with the Request in order to enable the applicable Producing Party to seek a court order protecting the Protected Information, provided that notice of a Request made under Public Disclosure Laws will be provided in accordance with applicable law. Unless otherwise required by law or by an order of a court of competent jurisdiction, the Receiving Party will reasonably await the applicable Producing Party’s intervention to seek a court order protecting the Protected Information prior to the disclosure of any Protected Information in response to a Request.

77. In the event the Receiving Party determines it is required to disclose Protected Information in response to the Request, the Receiving Party will make reasonable best efforts to inform the Requestor in writing that some or all the requested material is the subject of this Protective Order, and to provide information regarding where to obtain a copy of this Protective

Order if requested by the Requestor. Any Party or Requestor who seeks disclosure of Protected Information by requesting relief from this Court shall bear the burden and expense of requesting such relief.

78. The purpose of this section is to alert the Requestor to the existence of this Protective Order and to afford the applicable Producing Party an opportunity to protect such Protected Information. The Producing Party may seek to protect its Protected Information from disclosure in response to a Request by making a motion to this Court for a protective order, to quash a subpoena, or for similar relief. The Court shall have jurisdiction to grant all appropriate relief to protect the Protected Information from disclosure to the Requestor and otherwise to further the purposes of this Protective Order. Each Producing Party shall bear the burden and the expense of seeking protection of its Protected Information. The obligations set forth in this section remain in effect while the Receiving Party has Protected Information in its possession, custody, or control.

79. If the Producing Party seeks a protective order or other similar relief from any court of competent jurisdiction, including from this Court, in response to a Request, the Receiving Party shall not disclose such Protected Information until such court of competent jurisdiction has ruled on the request for a protective order or other similar relief, except to the extent required by applicable law. The restrictions in this paragraph shall not apply to Protected Information (i) for which the Producing Party expressly consents in writing to disclosure to the Requestor; or (ii) that this Court has determined, pursuant to an order of the Court, to have been improperly designated as Protected Information.

80. Notwithstanding any other terms or provisions in this Protective Order, Committee Member Pension Benefit Guaranty Corporation (“PBGC”) may disclose the

Protected Information to the Executive Branch of the United States, Congress or any committee, joint committee or subcommittee thereof, the Comptroller General, the PBGC and PBGC Board of Directors, officials, advisors, consultants, and representatives who have a need to know the information as part of their job responsibilities related to the PBGC (“Officials”). PBGC will inform all Officials having access to the Protected Information that such information is subject to this Protective Order. Notwithstanding any other terms or provisions in this Protective Order, PBGC may disclose information about the amount of underfunding in any pension plan covered by Title IV of ERISA, including but not limited to information about guaranteed benefit liabilities, unfunded benefit liabilities, plan assets and funding ratios, whether or not this information is contained in or derived from the Protected Information.

81. The provisions of this section shall apply to any entity in receipt of Protected Information governed by this Protective Order. Notwithstanding anything herein that could be interpreted as to the contrary, nothing in this Protective Order shall be deemed to (1) foreclose any Party from arguing that Protected Information is not a public record for purposes of the Public Disclosure Laws; (2) prevent any Party from claiming any applicable exemption to the Public Disclosure Laws; (3) limit any arguments that a Party may make as to why Protected Information is exempt from disclosure, (4) limit any arguments that a Party or Requestor may make as to why Protected Information should be disclosed pursuant to an order of the Court; or (5) prevent any Party from complying with Public Disclosure Laws or an order of a court of competent jurisdiction.

XII. Information Protected Pursuant to HIPAA

82. Discovery in the Proceeding may involve production of Protected Health Information (as defined in 45 C.F.R. § 160.103) for which special protection from public disclosure and from any purpose other than use in the Proceeding is warranted.

83. Pursuant to 45 C.F.R. § 164.512(e)(1), all Covered Entities and their Business Associates (as defined in 45 C.F.R. § 160.103), or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information relevant to the Proceeding to: (i) Parties in the Proceeding, (ii) Counsel and Professionals; (iii) the Court and its personnel, and (iv) court reporters; provided, however, that such disclosure shall be expressly limited to those persons who reasonably need to receive such information in connection with the Proceeding and for no other purpose (collectively, “**PHI Recipients**”), and for such purposes as designated in paragraph 84. Further, all Parties that are entities subject to state privacy law requirements, or entities in receipt of information from such entities, are hereby authorized to disclose Protected Health Information relevant to the Proceeding to PHI Recipients and for such purposes as designated in paragraph 84. The Court has determined that disclosure of such Protected Health Information is necessary for the conduct of proceedings before it and that failure to make the disclosure would be contrary to public interest or to the detriment of one or more Parties to the Proceeding.

84. The Parties shall not use or disclose Protected Health Information for any purpose other than the Proceeding. PHI Recipients may use Protected Health Information for purposes of the Proceeding. PHI Recipients may disclose Protected Health Information to other PHI Recipients; provided, however, that such disclosure shall be expressly limited to those persons who reasonably need to receive such information in connection with the Proceeding and for no other purpose.

85. The Parties shall make all necessary efforts and take all necessary precautions to limit the uses and disclosures of, and requests for, Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45

C.F.R. § 164.502(b). PHI Recipients shall implement reasonable security measures in maintaining any documents containing Protected Health Information.

XIII. Miscellaneous Provisions

86. The Parties referenced in a particular paragraph may agree in writing to extend the time periods set forth in such paragraph; provided that such agreement will only cover the particular instance for which the agreement was made.

87. Nothing in this Protective Order or any action or agreement of a Party under this Protective Order limits the Court's power to make any orders that it deems appropriate with respect to the protection afforded to any Discovery Material or the use and disclosure of any Discovery Material produced or used in discovery or at hearing or trial.

88. Nothing in this Protective Order shall abridge the right of any Party to seek judicial review or to pursue other appropriate judicial action to seek a modification or amendment of this Protective Order.

89. In the event that any Party shall violate or threaten to violate the terms of this Protective Order, the applicable Producing Party may immediately apply to obtain injunctive relief against any Party violating or threatening to violate any of the terms of this Protective Order, and in the event the Producing Party shall do so, the respondent Party, subject to the provisions of this Protective Order, shall not employ as a defense thereto the claim that the Producing Party possesses an adequate remedy at law. Without limiting the foregoing, violations of the terms of this Protective Order may result in sanctions, including without limitation contempt, adverse inferences, equitable subordination of claims, or any other remedies or punishments that the Court considers just and proper under the circumstances.

90. This Protective Order shall supersede all prior confidentiality and similar agreements (i) involving one or more of (a) the Debtors, (b) the Beacon Company, and (c) the

Rosebay Medical Company L.P., and (ii) which specifically relate to the production of Discovery Materials in the Proceeding, including, but not limited to, a non-disclosure agreement between the Committee and the Debtors, a confidentiality agreement between the Committee, the Beacon Company, and the Rosebay Medical Company L.P., a non-disclosure agreement between the Consenting Ad Hoc Committee Outside Counsel, Consenting Ad Hoc Committee Professionals, and the Debtors, and an agreement among the Debtors, the Committee, Beacon Company, and Rosebay Medical Company L.P. with respect to production of the materials produced by such Parties in the MDL proceeding captioned *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2894-DAP, in each case consistent with the terms of those agreements. For the avoidance of doubt, this Protective Order does not modify the scope or terms of any protective order in any other proceeding.

91. This Protective Order shall not be construed as waiving any right to assert a claim of privilege, relevance, or other grounds for not producing Discovery Material called for, and access to such Discovery Material shall be only as provided for by separate agreement of the Parties or by the Court.

92. The Protective Order shall continue in force until amended or superseded by express order of the Court, and shall survive and remain in effect after the closing of the Proceeding.

93. This Protective Order is entered for the purpose of facilitating the Proceeding. Nothing herein shall be construed or presented as a judicial determination that any Discovery Material designated as Protected Information is subject to protection under Federal Rule of Civil Procedure 26(c), Federal Rule of Bankruptcy Procedure 7026, or otherwise until such time as the Court may rule on a specific document or issue. This Protective Order is not intended to create,

expand, or contract substantive rights or privileges, nor to modify the scope of protection available under Federal Rule of Civil Procedure 26(c), as incorporated by Federal Rule of Bankruptcy Procedure 7026. It imposes no production or disclosure obligations on any Party. It is intended solely to provide a procedural mechanism to enable the Parties to raise claims and preserve issues in a format which facilitates the disclosure process.

94. This Protective Order shall become effective upon being so ordered by the Court.

SO ORDERED.

Dated: January 27, 2020
White Plains, New York

By: /s/Robert D. Drain
The Honorable Robert D. Drain
United States Bankruptcy Judge

Appendix I

**Acknowledgement and Agreement
to be Bound by Protective Order**

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Benjamin S. Kaminetzky
Timothy Graulich
James I. McClammy
Eli J. Vonnegut

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**PURDUE PHARMA L.P., et al.,
Debtors.¹**

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

The undersigned agrees:

On behalf of the party named below (the “**Party**”), I declare under penalty of perjury that the Party has read in its entirety and understands the Protective Order that was issued by the United States Bankruptcy Court for the Southern District of New York in above-captioned chapter 11 cases (the “**Proceeding**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

The Party agrees to comply with and to be bound by all the terms of the Protective Order, and the Party understands and acknowledges that failure to so comply, and failure by counsel or other professionals employed or retained by such Party to so comply, could expose the Party to sanctions and punishment in the nature of contempt. The Party solemnly promises that it will not disclose in any manner any discovery material that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of the Protective Order.

The Party further agrees to submit to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York for the purposes of enforcing terms of the Protective Order, even if such enforcement proceedings occur after the closing of the Proceeding.

Name of the Party: _____

Name of Party Representative: _____

Title of Party Representative: _____

By: _____
Signature

Signed in _____, _____, on this _____ day of _____, 20__

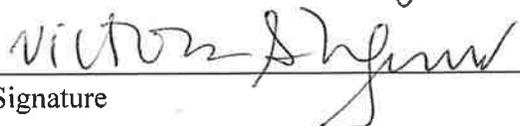
[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Victoria S. Nugent


 Signature

Indiana and Vermont:

1/7/20

 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Brian Bowcut

 Signature

Indiana and Vermont:

1/7/20
 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Indiana and Vermont:

Betsy A. Miller

Betsy A. Miller

 Signature

January 7, 2020

 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Johanna Hickman

 Signature

Indiana: 12/17/19
 Date

Vermont: 1/6/2020 

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Amélie Clémot



Signature

Cohen Milstein Sellers & Toll PLLC

Indiana:

Date

12/16/19

Vermont:

1/06/20 ASC

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION	)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
	)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
	)	ACKNOWLEDGEMENT OF
	)	PROTECTIVE ORDER AND
	)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

James M. Melvin

[Handwritten Signature]

 Signature

Indiana:

12/16/19

 Date

Vermont:

1/6/20 J.M.

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

Camila Zubietta
 Camila Zubietta

 Signature

Indiana: 12/16/19

 Date

Vermont: ~~12/16/19~~ 01/07/2020 CZF

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

Roberto Angui 2019



Signature

Indiana:

12/16/2019

Date

Vermont:

1/6/2020 RA

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Peter Ketchum-Coburn



 Signature

Cohen Milstein Sellers & Toll PLLC

Indiana: 12/16/19
 Date

Vermont: 1/6/20 PKC

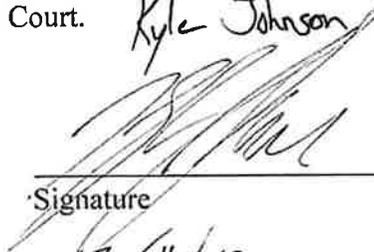
[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
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Cohen Milstein Sellers & Toll PLLC

Kyle Johnson


 Signature
 12/16/19

 Date
 1/6/2020 *KJ*

Indiana:

Vermont:

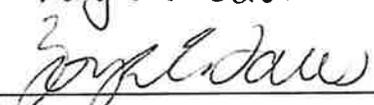
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
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Cohen Milstein Sellers & Toll PLLC

Zoya E. Davis


 Signature

Indiana: 12/16/2019
 Date

Vermont: 1/6/2019 *SCA*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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ANDREW MENDRALA



Signature

Cohen Milstein Sellers & Toll PLLC

Indiana:

12.16.2019

Date

Vermont:

1/6/2019 AM

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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MAYA SEQUEIRA

Cohen Milstein Sellers & Toll PLLC



 Signature

Indiana:

12/16/19

 Date

Vermont:

1/6/20 MS

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
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Cohen Milstein Sellers & Toll PLLC

Caitlin McGowan


 Signature

Indiana: December 16, 2019

 Date

Vermont: 1/6/2020 CM

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Leslie Greening

Cohen Milstein Sellers & Toll PLLC

Leslie Greening

 Signature

Indiana:

12/16/2019

 Date

Vermont:

1/6/2020 [Signature]

CONFIDENTIALITY AGREEMENT

In re Cephalon, Inc. and Teva Pharmaceuticals USA, Inc.

This agreement is entered into by and between the Attorneys General¹ multistate investigation (“Investigation”) of Cephalon, Inc. and Teva Pharmaceuticals USA, Inc. (collectively, the “Company”) regarding (1) documents and other material produced by the Company in response to the September 18, 2017 Civil Investigative Demands (“CIDs”) issued by the States of Illinois, Iowa and Virginia in connection with the Investigation; and (2) documents and other material produced by the Company in response to future subpoenas or requests by the Attorneys General in furtherance of said Investigation.

1. The Attorneys General agree that documents and other material designated “Confidential” shall be maintained in confidence and will not be disclosed outside of the Office of the Attorney General except to:
 - a. Employees of the Attorneys General and/or the State (“employees”);
 - b. Any local, municipal, county, state or federal agency empowered to investigate or prosecute laws, regulations or rules which the Attorney(s) General determines are implicated by the investigation provided that prior to making the disclosure, the Attorney(s) General shall obtain either:
 1. that agency’s agreement in writing to abide by the terms of this Confidentiality Agreement: or
 2. a copy of an executed Confidentiality Agreement containing similar provisions or a similar arrangement concerning confidentiality between that agency and the Company for the protection of confidential information for purposes of an investigation concerning substantially the same subject matter as the Investigation.
 3. If the relevant State or Attorney General decides to retain private counsel as its counsel, material designated “Confidential” may be disclosed to such private counsel solely for the purpose of representing that agency in connection with the Investigation, provided that private counsel agrees in writing to be bound by the terms of this agreement and not to use the Confidential material in connection with the representation of any other client.

¹ “Attorneys General” are collectively defined as the Attorneys General for the Participating States (as set out in the September 18, 2017 CIDs).

- c. Agents, independent consultants and experts (collectively, "consultants") retained by the Attorney(s) General to conduct such review, provided that any such consultants agree to abide by the terms of this agreement to the extent permitted by law;
 - d. Witnesses examined regarding such documents or materials; provided that the Attorney General may show a copy of such documents or materials to the witness in a hearing, deposition, interview, conversation, or similar setting and will make a good faith effort to retrieve such copies, but will not provide copies of the documents or materials for the witness to keep; and that the portion of any transcript of such testimony revealing Confidential materials shall be deemed Confidential material;
 - e. Authors of such documents or materials;
 - f. Persons referenced or described in such documents or materials; provided that the Attorney General will make a good faith effort to retrieve Confidential material that the Attorney General provided to the persons referenced or described in such documents or materials; or
 - g. Recipients currently in possession of such documents or materials.
2. The Attorneys General agree to treat as "Confidential" to the full extent permitted by law materials any information that the Company produce in response to the CIDs, which contain confidential, proprietary or trade secret information, and will not disclose materials and information that the Company produces in response to the CIDs ("Company Materials and Information") except as described above. The limitations on disclosure of Confidential information imposed by this agreement shall not apply to materials designated "Confidential" that:
- a. have been published;
 - b. the Company discloses to another or to others without restriction;
 - c. an Attorney General obtained prior to the date this Confidentiality Agreement is executed; or
 - d. an Attorney General lawfully obtains or receives from a source other than the Company, provided that the Attorney General has no knowledge that the source obtained the materials improperly or is prohibited from disclosing them.
3. In the event that an Attorney General initiates or becomes a party to any litigation or legal proceeding in connection with this Investigation, the Attorney General

may retain and use Confidential information in order to ensure compliance with State laws, or seek redress or penalties for violation of such laws.

4. If Teva inadvertently fails to designate documents or information as "Confidential" at the time of production, it may later make such a designation by providing written notification to the Attorney(s) General to which the information was produced. If the Company notifies the relevant Attorney(s) General in writing that it inadvertently failed to designate documents/information "Confidential" within ten (10) business days after it became aware or should have become aware of the inadvertent production, any Attorney General in receipt of those documents/information will promptly return or destroy the documents/information identified and the Company will promptly produce a properly designated copy of the Confidential documents/information. By returning the documents/information identified, the Attorneys General do not waive their right to contest the confidentiality designation. The Attorneys General shall continue to afford the materials "Confidential" treatment except as otherwise provided in this agreement.
5. Upon the conclusion of this Investigation, the Attorneys General shall maintain, in a manner consistent with the confidentiality obligations set forth herein, the documents or materials designated as constituting "Confidential" information, and any materials containing "Confidential" information that are received pursuant to this agreement. The obligations of confidentiality imposed by this agreement shall survive the conclusion of this Investigation, to the extent permitted by applicable law. The Attorneys General may disclose documents and information marked as "Confidential" for any law enforcement purpose.
6. This agreement is subject to the requirements of all applicable state and federal laws.
7. In the event an Attorney General receives a court order, subpoena, public records act, or similar third party request for "Confidential" information (a "Third Party Request"), the Attorney General shall notify the Company through its Counsel as soon as is reasonably practical of the Third Party Request (including its contents). Before an Attorney General produces or otherwise reveals the identity or contents of any "Confidential" information, the Attorney General shall provide the Company no fewer than 10 business days' advance notice to seek further protection from, and an opportunity to be heard by, a court unless a shorter time is required by law. An Attorney General shall not produce any such "Confidential" information until: (i) a court rules on the Company's request for protection from disclosure; or (ii) the Company has not sought such an order within the ten (10) day period of time (or shorter period of time if required by law) which the Attorney General provided to the Company for it to seek such order.

8. If an Attorney General's withholding of documents is challenged by a third party in any court proceeding (e.g., if a third party challenges an Attorney General's withholding of documents from production in response to a request under the Freedom of Information Act or other state law analog), the Attorney General will provide the Company with written notice of the challenge within ten (10) business days of the initiation of the relevant court proceeding or filing, or before a responsive pleading is required, whichever is sooner, so the Company can intervene or otherwise defend its designation.
9. Any notice or notification required by this Agreement will be effective if sent by email to the following designated representatives:

For the Company:

Eric W. Sitarchuk
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
eric.sitarchuk@morganlewis.com
(215) 963-5840

Steven A. Reed
Morgan, Lewis & Bockius LLP
1701 Market St.
Philadelphia, PA 19103-2921
steven.reed@morganlewis.com
(215) 963-5603

For the Attorneys General:

E. Paige Boggs
Assistant Attorney General
Office of the Illinois Attorney General
100 W. Randolph St.
Chicago, IL 60601
EBoggs@atg.state.il.us

Joelle E. Gotwals
Assistant Attorney General
Office of the Virginia Attorney General
202 North Ninth Street
Richmond, Virginia 23219
JGotwals@oag.state.va.us

Amy Licht
Assistant Attorney General
Office of the Iowa Attorney General
1305 East Walnut Street
Des Moines, IA 50319
Amy.Licht@ag.iowa.gov

Eric Maloney
Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 1200
St. Paul, MN 55101
eric.maloney@ag.state.mn.us

Laura McFarlane
Assistant Attorney General
Office of the Wisconsin Attorney General
17 West Main Street
P.O. Box 7857
Madison, WI 53707-7857
mcfarlanele@doj.state.wi.us

- P. 10. Nothing in this Confidentiality Agreement shall be construed to prevent or prohibit any Attorney General participating in this Investigation from using any or all documents or information produced by the Company in connection with the Investigation of any person or entity, including, but not limited to, using such documents or other information during civil investigative demand hearings or law enforcement interviews.
11. This Agreement shall apply retroactively to all documents and information previously produced in response to the CIDs.

12. If any state or Attorney General withdraws from the multistate group or otherwise stops participating in the Investigation, the Attorneys General of Iowa, Illinois, Minnesota, Virginia, or Wisconsin, shall provide written notice to the Company within five (5) days of the withdrawal. The withdrawing Attorney General or state shall continue to be bound by the terms of this Agreement and shall not disclose any of Teva's Confidential information.

ON BEHALF OF THE COMPANY

By: 

12/13/17

Date

ON BEHALF OF THE EXECUTIVE COMMITTEE²

By: 

12/13/17

Date

Asst. Attorney General

Betsy A. Miller
Partner, Cohen Mulstein
on behalf of CMST
counsel for VT & IN

1/29/19

² For purposes of this agreement, the Executive Committee includes the States of Illinois, Iowa, Minnesota, Wisconsin and Virginia. The State of Maryland is a member of the Executive Committee, but has made alternative arrangements with the Company regarding confidential treatment of its documents and information and is therefore not a signatory to this agreement.

From: [Johanna M. Hickman](#)
To: "Adriana Suarez Desmond"
Cc: jill.abrams@vermont.gov; [Victoria S. Nugent](#); [Betsy A. Miller](#); [Peter Ketcham-Colwill](#); [Amelie Clemot](#)
Subject: Vermont's Acknowledgement of MDL PO + Request for Access
Date: Tuesday, March 31, 2020 10:30:22 AM
Attachments: [MDL Prot Order Acknowledgements for VT and IN \(ZR sig.\) pdf](#)
[Signed Acknowledgements - MDL Protective Order \(CMST Team\) - Updated with VT + IN.PDF](#)
[2020-1-29 P.O. JSA Signature.pdf](#)
[Hayes Agreement.pdf](#)
[image003.jpg](#)

Adriana,

I'm writing to request access for Vermont to the database of shared documents, pursuant to the MDL Protective Order, paragraphs 33(j) and 34(h), and the PEC's Sharing Agreement. Attached are (1) Vermont's Acknowledgement of the MDL PO, executed by Jill Abrams, (2) a signed Acknowledgement from Rose Hayes from the Vermont AGO, who will also need access to the database, and (3) updated Acknowledgements from the CMST and ZR lawyers, reflecting that our access will relate to representation of Vermont (as well as Indiana, who signed on previously).

We will need new database access for Jill Abrams (jill.abrams@vermont.gov) and Rose Hayes (rose.hayes@vermont.gov), both from VT AGO. The CMST and ZR teams already have database log-ins, though your records and any notice you provide under the Protective Order should be updated to reflect that we have now signed in conjunction with our representation of Vermont (in addition to Indiana).

Please let me know if you need anything additional from us to implement this request. Please also let us know when Vermont is authorized to access the documents.

Thanks,
Hanna

Johanna M. Hickman
Of Counsel

Cohen Milstein Sellers & Toll PLLC

1100 New York Ave. NW | Fifth Floor
Washington, DC 20005

phone 202.408.4600 | direct 202.408.3759

fax 202.408.4699

[website](#) | [map](#)

Powerful Advocates. Meaningful Results.

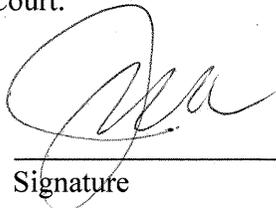
This e-mail was sent from Cohen Milstein Sellers & Toll PLLC. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible.

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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Signature

Date

January 29, 2020

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Signature

1-30-20

Date

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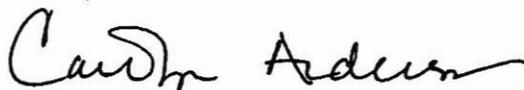
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)	PROTECTIVE ORDER AND
)	AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Zimmerman Reed LLP

Carolyn Anderson



Signature

Indiana:

12/16/2019

Date

Vermont:

1/7/2020 CA

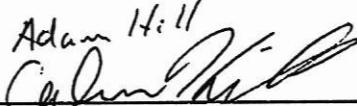
[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
)	ACKNOWLEDGEMENT OF
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Zimmerman Reed LLP

Adam Hill


 Signature

Indiana: 12-16-2019
 Date

Vermont: 1-7-2020 *AdH*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court. *June Heidal*

Zimmerman Reed LLP

June Heidal

 Signature

Indiana: 12/16/19

 Date

Vermont: 1/6/20 *June Heidal*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
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Jan McFarland



 Signature

Zimmerman Reed LLP

Indiana: 12/16/19
 Date

Vermont: 1/7/2020 *W*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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ALL CASES)	
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Zimmerman Reed LLP

Behdad Sadeghi

Behdad

Signature

Indiana:

12/16/19

Date

Vermont:

1/7/20 BCS

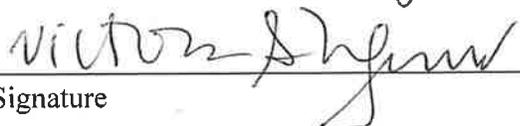
[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Victoria S. Nugent


 Signature

Indiana and Vermont:

1/7/20

 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Brian Bowcut

 Signature

Indiana and Vermont:

1/7/20
 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Indiana and Vermont:

Betsy A. Miller

Betsy A. Miller

 Signature

January 7, 2020

 Date

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
)	JUDGE POLSTER
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Cohen Milstein Sellers & Toll PLLC

Johanna Hickman

 Signature

Indiana:

12/17/19

Date

Vermont:

1/6/2020 

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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The undersigned hereby acknowledges that he/she has read the Protective Order entered in the above-captioned litigation, understands its terms, and agrees to be bound by its terms. Notwithstanding anything in this Order, under no circumstances is a State or federally-recognized Native American Indian Tribe, by signing this Acknowledgment, subjecting itself in any way to the jurisdiction of this Court for any purpose other than enforcement of the confidentiality provisions of the Protective Order. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated as "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY INFORMATION" solely for purposes of the above-captioned action or for law enforcement purposes, including investigations or litigation commenced or filed by a State or Tribal Attorney General, and that disclosure of any such documents to third-persons is prohibited except in accordance with the Protective Order or with permission of the Court.

Amélie Clémot



Signature

Cohen Milstein Sellers & Toll PLLC

Indiana:

Date

12/16/19

Vermont:

1/06/20 ASC

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

James M. Melvin

[Handwritten Signature]

 Signature

Indiana:

12/16/19

 Date

Vermont:

1/6/20 J.M.

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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Cohen Milstein Sellers & Toll PLLC

Camila Zubietta
 Camila Zubietta

 Signature

Indiana: 12/16/19

 Date

Vermont: ~~12/16/19~~ 01/07/2020 CZF

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
OPIATE LITIGATION)	
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Cohen Milstein Sellers & Toll PLLC

Roberto Angui 2019

Signature

Indiana:

12/16/2019

Date

Vermont:

1/6/2020 RA

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Peter Ketchum-Coburn

Cohen Milstein Sellers & Toll PLLC



 Signature

Indiana: 12/16/19
 Date

Vermont: 1/6/20 PKC

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

Kyle Johnson


 Signature
 12/16/19

 Date
 1/6/2020 *KJ*

Indiana:

Vermont:

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

Zoya E. Davis


 Signature

Indiana: 12/16/2019
 Date

Vermont: 1/6/2019 *SCA*

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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ANDREW MENDRALA



Signature

Cohen Milstein Sellers & Toll PLLC

Indiana:

12.16.2019

Date

Vermont:

1/6/2019 AM

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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MAYA SEQUEIRA

Cohen Milstein Sellers & Toll PLLC



 Signature

Indiana:

12/16/19

 Date

Vermont:

1/6/20 MS

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Cohen Milstein Sellers & Toll PLLC

Caitlin McGowan


 Signature

Indiana: December 16, 2019

 Date

Vermont: 1/6/2020 CM

[Exhibit A]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION)	CASE NO. 1:17-MD-2804
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Leslie Greening

Cohen Milstein Sellers & Toll PLLC

Leslie Greening

 Signature

Indiana:

12/16/2019

 Date

Vermont:

1/6/2020 [Signature]