

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION
(at Covington)

JUDITH ROMO, et al.,)	<u>Lead Case</u>
)	Civil Action No. 2: 15-089-DCR
Plaintiffs,)	
)	
V.)	
)	CASE MANAGEMENT ORDER
MCKESSON CORP., et al.,)	No. 3
)	(Protective Order)
Defendants.)	

*** **

The parties being in agreement on the terms described herein and the Court being otherwise sufficiently advised, it is hereby

ORDERED as follows:

I. SCOPE AND APPLICABILITY

This Protective Order governs all Confidential Information produced or disclosed by the Parties in discovery, and/or submitted to the Court in connection with a motion or hearing, and all Copies, excerpts, and summaries thereof and material containing information derived therefrom. Confidential Information shall be used and disclosed only for purposes of proceedings in the Litigation not for any other purpose or function, except as otherwise provided herein. The terms of this Protective Order apply to all manner and means of discovery, including, without limitation, self-executing discovery, oral testimony, answers to interrogatories, responses to requests for admission, and responses to requests for production. This Protective Order applies to all Parties, counsel, co-counsel, experts (whether testifying

or consulting), persons noticed or subpoenaed for deposition, actual or potential witnesses and their respective counsel, and associates, assistants, paralegals, and employees of counsel.

II. DEFINITIONS

The following definitions shall apply to this Stipulation and Protective Order of Confidentiality (the “Protective Order”):

A. “Authoring Party” shall mean any Party or its counsel who authored, drafted, or otherwise created the Document(s) at issue.

B. “Confidential Information” means Documents and information that a Party has designated as “CONFIDENTIAL” in accordance with this Protective Order and includes:

1. Names of customers or patients;
2. Competitive or proprietary business information;
3. Personnel records and information;
4. Financial information not publicly filed with any federal or state regulatory authorities;
5. Information submitted to any governmental or regulatory agency, which information is exempt from public disclosure;
6. The medical, educational, employment, insurance, tax and personal financial records of the plaintiffs’ in the Litigation; and
7. Documents and information that the Designating Party reasonably believes contain, describe, identify, or refer to trade secrets and other confidential research, development, proprietary, and commercial information, as well as information protected from disclosure under state or federal law, and which is not generally made publicly available.

C. “Copies” shall mean any photocopies, reproductions, duplicates, extracts, summaries, electronic scans, or descriptions of Documents and/or Confidential Information.

D. “Designating Party” shall mean any Party or its counsel or any other person who has designated the Document(s) at issue as Confidential pursuant to section IV, below.

E. “Documents” shall be defined as they are in Federal Rule of Civil Procedure 34, whether produced or created by a Party or another person, and whether produced pursuant to the Federal Rules of Civil Procedure, Local Rules, subpoena, by agreement, or otherwise. This shall include, but not be restricted to, all interrogatory answers, responses to requests for production or for admission(s), deposition testimony, and deposition exhibits.

F. “Final Adjudication” shall mean the entry of a final, non-appealable order disposing of the Litigation or an individual action that is or will in the future become a part thereof.

G. “Party” shall mean a Party to the Litigation, any employee of such Party, any counsel for such Party, and any paralegals or staff of counsel.

H. “Producing Party” shall mean any Party or its counsel or any other person who produced the Confidential Information at issue.

I. “Product” means any and all propoxyphene-containing pain medicines, including “Darvocet” and “Darvon” and/or generic prescription propoxyphene-containing pain medicines.

J. “Receiving Party” shall mean any Party or its counsel or any other person to whom Confidential Information is furnished.

III. GENERAL PRODUCTION OBLIGATIONS - ALL PARTIES

A. Notice. If a Party receives Documents from any source other than the Party who, upon reasonable and good faith inquiry, appears to have authored or created the Documents (i.e., the Authoring Party), the Receiving Party will notify the Authoring Party in writing within fifteen (15) days of receipt of the Documents, unless the Party has already produced copies of the Documents to the Party who authored or created the Documents. The notification shall include:

1. the Bates numbers of the Documents received;
2. a brief description of the Documents;
3. the date received; and
4. the source of the Documents.

Provided that such Documents are not publicly available, to the extent they contain Confidential Information but are not designated as such, the Authoring Party shall have the right to designate any such Document, or a portion thereof, as Confidential, pursuant to the provisions in section IV, below.

B. Non-Party Requests for Confidential Information. Any Party to whom Confidential Information has been furnished who receives from any non-party (including natural persons, corporations, partnerships, firms, governmental agencies, departments or bodies, boards, or associations) a subpoena or other process that seeks production or disclosure of such Confidential Information shall promptly, and in any case within three (3) business days, give written notice by e-mail to counsel for the Designating Party so that the Designating Party may have adequate time before the Confidential Information is to be produced to act pursuant to this Protective Order to guard against the disclosure of Confidential Information. The written email notice shall identify the Confidential

Information sought and the return date of the subpoena or other process, and the written notice shall also include a copy of the subpoena or other process. The Party receiving the subpoena shall also inform the person seeking the Confidential Information that such information is subject to this Protective Order. If the Designating Party informs the Party in receipt of the subpoena or other process that the Designating Party will take action to maintain the confidentiality of the Confidential Information, and/or if the Designating Party actually takes such action, the Party in receipt of the Confidential Information and subpoena or other process shall refrain to the extent possible from disclosing the Confidential Information until the Designating Party's efforts are resolved.

IV. PROCEDURE FOR DESIGNATING CONFIDENTIAL INFORMATION

All information, Documents and Copies produced or generated in the Litigation pursuant to the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the Eastern District of Kentucky, by order of this Court, or otherwise, and which contain, describe, identify or refer to Confidential Information shall be subject to the provisions of this Protective Order. Any Party shall have the right to designate, prior to production (subject to section IV(C) below), any Documents or information or portion thereof, as Confidential Information pursuant to the following procedures:

A. Documents: For Documents in hardcopy form or in a modifiable electronic format: by affixing the following legend, stamp or watermark to each page of the Documents, or portion thereof, that is deemed CONFIDENTIAL in such a way so as not to obscure any part of the text or content. For electronically stored Documents (other than Documents in a modifiable electronic format): by affixing the following legend or stamp to the cover letter referring to such electronically stored Documents and, to the extent possible,

to the media (i.e., disc, hard drive, etc.) on which the Documents are provided:
“CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

Whenever any Party to whom electronically stored Documents designated as Confidential Information are produced reduces such Documents to hardcopy form, that Party shall designate the hardcopy Documents with the legend, stamp or watermark as provided in section IV(A), above.

B. Transcripts. All portions of any deposition, hearing or trial transcript taken in the Litigation, or pursuant to cross-notice, wherein the Documents themselves, or the contents of the Documents, designated Confidential Information are identified, discussed, or disclosed, shall also be designated as Confidential Information and shall be subject to the terms of this Protective Order. Within thirty (30) days after receiving a transcript, a Party may designate pages of the transcript and/or exhibits as Confidential Information. Confidential Information within the transcript may be designated by indicating the portions of the pages that are confidential and marking such pages with the CONFIDENTIAL legend pursuant to the provisions of section IV(A), above. Until expiration of the 30-day period, the entire transcript will be treated as Confidential Information subject to protection against disclosure under this Protective Order.

An exhibit to a deposition shall be treated in accordance with any confidentiality designation or redaction previously given to it, and if not previously designated Confidential Information, then according to a designation later applied under this paragraph. If no Party or deponent timely designates Confidential Information in a transcript, none of the transcript will be treated as confidential. If a timely designation is made, the portions and exhibits designated as Confidential Information shall be filed only under provisional seal, separate

from the portions and exhibits not so designated, and all Copies of the portions and exhibits so designated shall be treated as Confidential Information pursuant to the terms of this Protective Order. If any Party in good faith disagrees with a confidential designation of any portion of a transcript or of any exhibit thereto, the procedures of section VI regarding Challenges will govern.

C. Inadvertent Failure to Designate as Confidential Information. The inadvertent failure to designate Documents or information as Confidential Information in no way alters or waives the confidential nature of the Documents or information and does not remove the Documents or information from the scope of this Protective Order. The Producing Party discovering such inadvertent failure to designate Documents or information as Confidential Information shall, within fifteen (15) days of such discovery, notify counsel for all other Parties in writing that the Documents or information or a specified portion thereof is to be designated as Confidential Information under the terms of this Protective Order. Upon production by the Designating Party of a set of the Documents or information designated as Confidential Information pursuant to section IV(A), the Receiving Party shall immediately destroy the previously produced undesignated Documents and information.

D. The Parties' designations as Confidential Information are preliminary and are not to be construed as a judicial determination that any particular item is, in fact, protected from disclosure in the event of a challenge.

V. REDACTION

A. Personal Identifying Information. With regard to Documents that defendants produce to plaintiffs in the Litigation, defendants may redact the names and other information that would identify customers, patients, clinical investigators, research subjects,

and persons associated with adverse events involving human drugs (including, but not limited to, patients and voluntary reporters). *See* 21 C.F.R. § 20.63. Defendants shall not be required to disclose this identifying information through, and may redact this identifying information from any form of discovery in the Litigation, including self-executing discovery, answers to interrogatories, responses to requests for admission and requests for production, and/or depositions.

B. Other Information. Nothing in this Section shall be construed to affect a Party's ability to redact irrelevant and/or non-responsive information from a Document.

VI. CHALLENGES

A. Challenging Designations. If a Party in good faith, and for a litigation-based reason, disagrees with a designation as Confidential Information, that Party shall inform counsel for the Designating Party in writing of said disagreement within thirty (30) days of receipt of the production. The period within which to challenge designations may be extended pursuant to agreement between the Designating Party and the Party challenging the designations. Upon the Designating Party's receipt of written notification, the parties will confer in an effort to resolve the dispute without Court intervention. If, after conferring, the Parties cannot resolve the dispute, any Party may make written application to this Court for a determination as to the appropriateness of the confidentiality designation. The written application shall describe with specificity the particular Documents for which the designation is being challenged and set forth with specificity any and all grounds for the challenge. The Parties agree that the proponent of confidentiality bears the burden of proof as to such designation. All Documents or portions thereof designated as Confidential Information shall continue to be treated as such and subject to the terms of this Protective Order pending final

determination of any such challenge and any and all proceedings or interlocutory appeals challenging such decision have been concluded.

B. Challenging Redacted Information. A Party who has redacted information pursuant to section V(A) and V(B) above shall, upon request, identify the nature of the information redacted in specific Documents with sufficient detail to allow the requesting Party to determine whether a challenge to the redacted information may be appropriate. If the requesting Party has a good-faith, litigation-based reason for challenging the redaction, the Party challenging the redaction may challenge the redactions in the manner provided above in Section VI(A). All Documents or portions thereof designated as Confidential Information shall continue to be treated as such and subject to the terms of this Protective Order regardless of a challenge to redactions contained therein. A challenge to redactions shall not impact the Confidential designation. If the final determination is that said information should not remain redacted, the Producing Party shall provide an unredacted version of the Document within fifteen (15) days of the conclusion of any and all proceedings or interlocutory appeals challenging the decision.

VII. USE OF CONFIDENTIAL INFORMATION

Confidential Information shall be used for purposes of the Litigation only and for no other action or purpose whatsoever (including, but not limited to, business, governmental, commercial, administrative, or state court judicial proceedings, or judicial proceedings outside of the Litigation).

Except as allowed pursuant to section VII(A) below, Confidential Information shall not, without leave of this Court, be disclosed to any person or entity other than this Court (under provisional seal) and the Parties to the Litigation and their counsel.

A. Disclosure. Counsel of record for any Party receiving Confidential Information shall use reasonable efforts to limit the disclosure of Confidential Information, including any Copies thereof, to the minimum number of persons necessary to conduct the Litigation. Except as otherwise provided herein, as ordered by the Court, or with the prior written consent of the Party originally designating information as Confidential Information, Confidential Information may be disclosed by the Receiving Party only to:

1. Counsel of record for the Parties in the Litigation and to the partners, associates, secretaries, paralegals or any staff (including third-party contractors of counsel involved solely in Document organization, administration, review, or production; and any court reporters, persons preparing transcripts of testimony to the extent necessary to prepare transcripts, and videographers or persons operating video recording equipment at depositions) of such counsel to the extent reasonably necessary to render professional services in the Litigation;

2. The Court and any employees thereof who are involved in the Litigation;

3. Persons noticed for depositions or designated trial witnesses or potential trial witnesses, but only to the extent reasonably necessary in preparing to testify and subject to the conditions set forth in section VII(B), below;

4. Outside consultants, experts, financially interested parties, insurance carriers, or similar entities, assisting counsel in the Litigation, but only to the extent reasonably necessary for the outside consultants, experts, financially interested parties, insurance carriers, or similar entities to provide such assistance and provided such person has executed the acknowledgement attached hereto as Exhibit A;

5. Officers, directors, and employees of any Party (or former officers, directors, and employees of any Party), beyond those with access pursuant to subparts (1)-(4) above, provided that, prior to such disclosure, such individuals have received and signed a declaration in the form of Exhibit A hereto, and such signed agreement is maintained by counsel for that Party. The Parties acknowledge that Confidential Information is not intended to be disseminated widely among a Party's employees, officers, or directors and agree to limit the scope of dissemination under this paragraph to those employees, officers, or directors reasonably necessary to assist in the support or defense of claims raised in the Litigation;

6. Any other such persons to whom the undersigned counsel for both parties shall consent in writing before the proposed disclosure.

7. People whose role as the author/recipient of a Document is evident from the face of the Document.

8. Attorneys for state-court actions upon which the Producing Party/ies may agree in writing, provided such person has executed the acknowledgement attached hereto as Exhibit A.

B. Use at Depositions. Before Confidential Information is disclosed to any deponent as referenced in section VII(A)(3), above, counsel for the Producing Party should indicate on the record, if possible, that testimony to be given regarding the Confidential Information is subject to the terms of this Protective Order and deponent, if not already subject to the provisions of this Protective Order, shall be required to acknowledge on the record, before any identification, discussion or disclosure of the Confidential Information

occurs that he or she has been advised of and has agreed to be bound by the terms of this Protective Order

C. Execution of Declaration. Before disclosing Confidential Information to any outside consultant, expert, or financially interested party or insurance carrier or similar entities, as referenced in section VII(A) (4) above, potential witness, or deponent prior to his or her deposition, if not already otherwise bound and covered by this Protective Order, the Receiving Party shall ensure that the individual to whom disclosure is to be made has been provided a copy of this Protective Order and executed the Declaration attached hereto as Exhibit A, thereby agreeing to be bound by the terms of this Protective Order concerning receipt and disclosure of Confidential Information. A copy of each executed Declaration in the form attached hereto as Exhibit A shall be maintained by counsel for the Party disclosing the Confidential Information.

D. Filing. If a Party wishes to file or disclose Confidential Information, other than its own Confidential Information, in connection with a pleading, motion, or brief, it shall provide sufficient advance notice (and in any event no fewer than 24 hours before filing) to the Producing Party to enable the Party wishing to file or disclose, and the Producing Party, to engage in good faith negotiations to determine whether the Confidential Information can be de-designated. To the extent the Producing Party does not agree to de-designate any such Confidential Information, the Party wishing to file or disclose the Confidential Information (other than its own Confidential Information), shall do so only under provisional seal in accordance with the Federal Rules of Civil Procedure, Local Rules for the Eastern District of Kentucky, and the General Orders of the Eastern District of Kentucky (including, Joint General Order Number 11-02). Such Confidential Information

shall be electronically filed as a provisionally sealed document separately from the underlying pleading, motion, or brief as contemplated in Joint General Order Number 11-02, Amended Electronic Case Filing Administrative Policies and Procedures, Rule 8. The public version of the underlying pleading, motion, or brief shall be as complete as possible without disclosing or revealing the Confidential Information. Upon the filing of a provisionally sealed document, the Producing Party shall have 14 calendar days to file a motion to maintain the provisionally sealed Confidential Information under seal. Nothing herein prevents a Party from filing its own Confidential Information on the Court's docket and not under seal.

Neither a motion for leave to seal nor an order sealing the Confidential Information is required prior to filing, provided the Confidential Information is properly subject to this Protective Order and all conditions herein have been met. *See* Joint General Order Number 11-02, Amended Electronic Case Filing Administrative Policies and Procedures, Rule 8(a)(1).

E. Use as Evidence In Open Court or at Trial or Hearing. Nothing in this Protective Order shall be construed to affect the admissibility of any information at any trial or hearing. The parties shall confer in good faith to determine a method for introducing Documents designated Confidential Information, and the contents thereof, at any trial or hearing, and the parties shall submit their proposed method to the Court for approval. Any request for confidentiality, closure, or sealing of any hearing or trial shall be made to the judge then presiding

F. Objections Preserved. If a Party designates Confidential Information and produces it pursuant to the terms of this Protective Order, that Party shall in no way be

deemed to have made an admission regarding the relevancy or admissibility of the Confidential Information or Document containing it or of any similar Document, and all such evidentiary objections concerning the Document are preserved.

VIII. PROTECTIVE ORDER NOT ADMISSIBLE

This Protective Order, including any discussion of the procedures and provisions herein, shall not be admissible in evidence. Counsel for a Party shall not, in the presence of the jury, comment on the Protective Order or comment on the reasons or motivation for designating the Confidential Information without first having obtained permission of the Court to do so.

IX. APPLICABILITY

A. Generally. This Protective Order shall be binding throughout and after Final Adjudication of the Litigation, including but not limited to, Final Adjudication of any appeals and petitions for extraordinary writs.

B. Waiver. Any Party may expressly waive in writing the applicability of any provision of this Protective Order to any Confidential Information or portions thereof that the Party produces. Such waiver shall apply only to the Confidential Information or portions thereof to which the applicability of the specified provision of this Protective Order is expressly waived.

C. Non-Parties. Any non-party who is producing discovery material in this litigation may subscribe to and obtain the benefits of the terms and protections of this Order by designating as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” the discovery materials that the non-party is producing as set forth in sections II and IV, above.

D. Effective Date. Notwithstanding the date upon which the Court entered this Protective Order, this Protective Order shall become effective and binding upon each of the Parties and their undersigned counsel on the date each executes this Protective Order. At least one attorney from each law firm representing a Party must execute this Protective Order, and that attorney's signature will bind all other attorneys and employees of that firm who have access to the Confidential Information. The undersigned Parties agree that any Confidential Information subject to this Protective Order will not be produced to any Party until such Party has executed this Protective Order. In the event that additional Parties are named in the Litigation, neither they nor their counsel shall have access to Confidential Information until executing this Protective Order and filing the agreement with the Court to reflect the addition of new counsel of record.

E. Disclosures in Violation of this Order. If Confidential Information is disclosed, through inadvertence or otherwise, to any person in violation of this Protective Order, the Party responsible for the disclosure (which shall include any Party whose employee, agent, vendor, witness, or consultant discloses Confidential Information in violation of this Protective Order) shall use reasonable efforts to bind the recipient to the terms of this Protective Order, and shall (a) promptly inform the recipient of the terms of this Protective Order, (b) request the return of the Confidential Information and all Copies, and the destruction of work product and other materials reflecting the Confidential Information, and (c) request that the recipient sign a Declaration in the form of Exhibit A to this Protective Order. If the recipient does not agree to sign a Declaration, the Party responsible for the disclosure shall identify the recipient immediately to the Party designating the Confidential Information.

F. Effect on Court. Nothing in this Protective Order shall be construed to prevent this Court from disclosing any facts relied upon by it in making or rendering any finding, ruling, order, judgment or decree of whatever description.

G. Nothing in this Protective Order shall be deemed to limit a Party's right to disclose or use its own information and documents to any person for any purpose.

H. Nothing in this Protective Order shall prevent a party from using or disclosing information, including Confidential Information, obtained through discovery as necessary to meet reporting obligations to any governmental agency, including, but not limited to, the United States Food and Drug Administration.

X. INADVERTENT PRODUCTION OF PRIVILEGED INFORMATION

This Paragraph is intended to comply with Federal Rule of Evidence 502(d) and (e), and shall not limit the protections for attorney-client communications and work product provided by Federal Rule of Evidence 502. Inadvertent production of Documents subject to work product immunity, the attorney-client privilege, or other legal privilege protecting information from discovery ("Privileged Materials"), shall not constitute a waiver of the immunity or privilege. The Party discovering the inadvertent production shall notify in writing all Receiving Parties of the Privileged Materials within ten (10) business days of discovery. The Receiving Parties in possession of the Privileged Materials shall return them to the Producing Party, including any Copies of the Privileged Materials (except that Copies bearing handwritten or other notations made by the recipient, or work product reflecting the content of such materials, may be destroyed). Alternatively, upon request of the Producing Party, the Privileged Materials may be destroyed. In either event, all Privileged Materials shall be deleted from any litigation support or other database. If, before being notified of the

claim of privilege, a Receiving Party has already disclosed the Privileged Materials to others, the Receiving Party must take reasonable steps to retrieve the information or ensure that those to whom the information was disclosed, promptly destroy the Privileged Materials and any copies.

If, however, a Receiving Party of the Privileged Materials believes that the Privileged Materials are not subject to the protections of the claimed privilege or doctrine, that Party shall inform counsel for the Producing Party in writing of said challenge within seven (7) days of being notified of the inadvertent production in an attempt to amicably resolve the challenge. If, after conferring, the Parties cannot resolve the dispute, the Party challenging the claimed privilege may request of the Court, within fourteen (14) days of being notified of the inadvertent production, an *in camera* review of the Privileged Materials in question. The Privileged Materials shall not be used during depositions or at hearing or trial, and shall not be disclosed to anyone who was not given access to them before the request to return or destroy, unless the Receiving Party applies for, and later obtains, a Court order determining that the materials are not, in fact, privileged or protected as claimed.

XI. PROCEDURE FOLLOWING FINAL ADJUDICATION

Within thirty (30) days after Final Adjudication of a particular case within the Litigation, counsel for the Parties in that case having possession, custody or control of such Documents, transcripts, or other things designated as Confidential Information shall completely destroy or return to counsel for the Producing Party the Confidential Information except that Plaintiffs' counsel having multiple cases in the Litigation may fulfill these obligations after Final Adjudication of their last remaining case. This includes an obligation on the part of a Party to obtain and either return or destroy all such Confidential Information

previously provided to persons who executed Exhibit A at the request of that Party. Upon receipt of a written request for verification, counsel shall provide, within ten days, a written verification as to his or her destruction or return of the Documents.

This 26th day of January, 2016.



Signed By:

Danny C. Reeves DCR

United States District Judge

ACKNOWLEDGEMENT

The undersigned counsel acknowledge for themselves and on behalf of their respective clients, that this Protective Order is being executed voluntarily and that the terms and provisions of this Protective Order have been read and understood by counsel and their respective clients.

Consented and agreed to on this _____ day of _____, 20____, by:

PREPARED AND SUBMITTED JOINTLY BY:

ATTORNEYS FOR PLAINTIFFS

ATTORNEYS FOR DEFENDANTS

EXHIBIT A

DECLARATION OF _____

I, _____, declare as follows:

1. I am over the age of 18 years and am a resident of _____ County, _____ . I make this Declaration based upon my personal knowledge, and I am competent to testify to the matters stated herein.

2. I am aware that a Protective Order has been entered in the Lead Consolidated Case, *Romo, et al., v. McKesson Corp., et al.*, Eastern District of Kentucky, 2: 15-cv-089-DCR. A copy of that Protective Order has been shown to me, and I have read and understand its contents.

3. By signing this Declaration, I promise that I will use the Documents and contents of the Documents designated CONFIDENTIAL pursuant to the above-described Protective Order for the purpose of assisting counsel for a Party the consolidated case in the adjudication of that action, or an individual case pending therein, and for no other purpose.

4. By signing this Declaration, I also promise that I will not communicate, disclose, discuss, identify, or otherwise use Documents or the contents of Documents designated CONFIDENTIAL pursuant to the above-described Protective Order with, to, or for any person or entity other than (a) the Court; (b) a Party to the consolidated case; (c) counsel for a Party to consolidated case, including other counsel, paralegals, and clerical staff employed in his or her office; (d) persons permitted by the above-described Protective Order to attend depositions taken in the above described civil action; and (e) persons or entities assisting such counsel who have executed a declaration in the same form as this Declaration.

5. By signing this Declaration, I also promise that I will not copy, transcribe, or otherwise reproduce, or cause to be copied, transcribed, or otherwise reproduced, by any means whatsoever, any Documents or the contents of any Documents designated CONFIDENTIAL pursuant to the above-described Protective Order except to the extent to which I am directed to do so by counsel for a Party to the consolidated case, in which case all such Copies, transcriptions, or reproductions shall be made solely for my own use in connection with my work in the consolidated case or any individual case pending the consolidated case. I further promise at the conclusion of this case to deliver upon request all Documents (originals and Copies) designated CONFIDENTIAL to the counsel who originally directed that said Documents be provided to me.

6. I understand that, by signing this Declaration, I am agreeing to subject myself to the jurisdiction of this Court.

7. I understand that any use or distribution of the Documents or contents of the Documents designated CONFIDENTIAL pursuant to the above-described Protective Order in any manner contrary to the provisions of the Protective Order will subject me, among other things, to the summary sanctions of this Court for contempt.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this ___ day of _____, 20__.

Signature of Declarant