

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

Pharmaceutical Research and
Manufacturers of America,

Plaintiff,

v.

Ronda Chakolis-Hassan, et al.,

Defendants.

Case No. 20-cv-1497-DSD-DTS

**STIPULATION FOR PROTECTIVE
ORDER**

The parties stipulate that the Court may enter the following protective order:

1. Definitions. As used in this protective order:

- (a) “attorney” means an attorney who has appeared in this action;
- (b) “confidential” means information (regardless of how it is generated, stored, or maintained) or tangible things that contain private or non-public information, including but not limited to:
 - (i) trade secrets, competitively sensitive technical, marketing, financial, sales or other proprietary business information, including trade secret information as defined by Minnesota Statutes section 13.37, subdivision 1(b);

(ii) information classified as “private data on individuals,” “not public,” or “confidential data on individuals” by the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 or information protected under Minnesota Statutes section 151.74, subd. 11(a) and (b);

(iii) private or confidential personal information;

(iv) information received in confidence from third parties;

(v) information classified as “protected health information” as defined in 45 C.F.R. § 160.103, which includes, but is not limited to, individually identifiable health information, including demographic information, relating to either: (1) the past, present, or future physical or mental condition of an individual, (2) the provision of health care to an individual, or (3) the payment for the provision of health care to an individual, which identifies the individual or which reasonably could be expected to identify the individual; or

(vi) information that the producing party otherwise believes in good faith to be entitled to protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure.

- (c) “confidential document” means a document or deposition transcript designated as “confidential” or “confidential — attorney’s eyes only” under this protective order;
- (d) “de-identified information” means, as set forth in 45 C.F.R. § 164.514(a), health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual;
- (e) “designated representative” means an individual designated by an entity to testify on its behalf under Rule 30(b)(6) of the Federal Rules of Civil Procedure;
- (f) to “destroy” electronically stored information means to delete from all databases, applications, and file systems so that the information is not accessible without the use of specialized tools or techniques typically used by a forensic expert;
- (g) “document” means information disclosed or produced in discovery, including at a deposition;
- (h) “notice” or “notify” means written notice;
- (i) “outside attorney” means an attorney who is not an employee of a party to this action;
- (j) “party” means a party to this action; and

- (k) “protected document” means a document protected by a privilege or the work-product doctrine.

2. Designating a Document or Deposition as Confidential.

- (a) A party or non-party disclosing or producing a document may designate it as confidential if the party or non-party contends that it contains confidential information.
- (b) A party or non-party may designate a document as confidential by conspicuously marking each page with the word “confidential” at the top or bottom of the document in a manner that will not interfere with legibility or audibility. Where a party produces electronic files or documents in native electronic format, the electronic files and documents must be designated as confidential by appending to the file names or by any other reasonable method for appropriately designating such information produced in electronic format, including by making such designations in reasonably accessible metadata associated with the files. When electronic files or documents in native form are printed for use at deposition, in a court proceeding, or for provision in printed form to any person, the party printing the electronic files or documents must affix a label to the document

reflecting its confidentiality or use another reasonable method for appropriately designating such information.

(c) Deposition testimony may be designated as confidential:

- (1) on the record at the deposition; or
- (2) after the deposition, by promptly notifying the parties and those who were present at the deposition within 14 days of a party's receipt of the full transcript from the court reporter. Until expiration of the aforesaid designation period following receipt of the transcript by the parties, all deposition transcripts and recordings shall be considered and treated as "confidential – attorney's eyes only" unless otherwise specified by counsel to any party on the record at the deposition. Any party may discuss protected health information covered by this Order at a deposition, provided that the protected health information in question was produced by the party or a third party associated with the testifying witness or that the testifying witness is the subject of the protected health information. No party may show or discuss protected health information produced by a party or third party to a witness for a different party or third party unless the witness is the subject of the protected health information.

The testifying witness, if required by section 4 of this Order, must sign the declaration in section 4(b)(7)(B). The party must request that this portion of the testimony be marked as confidential in the deposition transcript. Any party must comply with the redaction and de-identification requirements of this Order before filing a deposition or portion of a deposition containing protected health information with the Court.

- (d) If a witness is expected to testify as to confidential information, a party or non-party may request that the witness's deposition be taken in the presence of only those persons entitled to receive confidential documents.

3. Production and Use of Protected Health Information

- (a) In accordance with the requirements of the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), specifically, 45 C.F.R. § 164.512(e)(1)(ii)(B) and § 164.512(e)(1)(v), a party or non-party may, but is not required to, disclose protected health information pursuant to this order to any party to this action or to any party's attorney (including the agents and employees of the parties and their attorneys) without violating the provisions of HIPAA.

- (b) Parties and their attorneys (including the agents and employees of the parties and their attorneys) are hereby authorized through discovery in this case to disclose, receive, subpoena, and transmit protected health information. The parties may not object to discovery requests designed to capture potentially relevant documents or information on the basis that the documents or information sought contain protected health information protected by HIPAA.
- (c) Pursuant to 45 C.F.R. § 164.512(e)(1)(v)(A), the parties and their attorneys shall be allowed to use or disclose protected health information for this litigation, and any appeals, and settlement that may result. The parties and their attorneys may not use the protected health information for any other purpose. Authorized uses include disclosure as set forth in Paragraph 4(b). A party or non-party producing documents containing protected health information protected by HIPAA shall stamp each document containing the protective health information with a stamp noting, “Confidential - Protected Health Information” in the manner stated in Paragraph 2(b).
- (d) Designating protected health information as confidential does not alleviate a party or non-party’s obligation to otherwise comply with applicable privacy laws, including HIPAA.

4. Who May Receive a Confidential Document.

- (a) A confidential document may be used only in this action, and not for any business, commercial, competitive, personal, publicity, or other purpose. For the avoidance of doubt, a confidential document may not be shared with any party or non-party in any other action unless expressly agreed in writing by the party or non-party that produced the confidential document or authorized by this or other order of the Court.
- (b) No person receiving a confidential document may disclose, summarize, describe, characterize, communicate, or otherwise reveal any part of that confidential document or the information within it, except to:
 - (1) the court and its staff and in court filings made in compliance with 7(a) of this order;
 - (2) an attorney for a party and any staff to whom disclosure is reasonably necessary for this action;
 - (3) a person shown on the face of the confidential document to have authored or received it;
 - (4) a court reporter or videographer retained in connection with this action;

- (5) any mediator or arbitrator that the Parties engage in these Actions or that this Court appoints;
- (6) a party and its officers, directors, and employees to whom disclosure is reasonably necessary for this action, including the Minnesota Board of Pharmacy staff (subject to paragraph 4(c));
- (7) any person who:
 - (A) is retained to assist a party or attorney with this action including, consulting or testifying experts, a third-party vendor hired to assist the attorney with copying, imaging, document management, graphics, translation, design, electronic-discovery, and/or other services related to this action which require such access; and
 - (B) signs a declaration that contains the person's name, address, employer, and title, and that is in substantially this form:

I have read, and agree to be bound by, the protective order in the case captioned *Pharmaceutical Research and Manufacturers of America v. Ronda Chakolis-Hassan, et al.*, 20-cv-1497-DSD-DTS in the United States District Court for the District of Minnesota. As soon as my work in connection with that action has ended, but not later than 30 days after the termination of that action (including any appeals), I will return or destroy any confidential document that I received, any copy of or excerpt from a confidential document, and any notes or

other document that contains information from a confidential document.

I declare under penalty of perjury that the foregoing is true and correct.

- (8) non-party witnesses in this action to whom disclosure is reasonably necessary, provided that (i) the deponent or witness signs the declaration in section 4(b)(7)(B) or agrees on the record at a deposition to be bound by the provisions of this order, subject to the specific restrictions on personal health information in section 2(c)(2); and (ii) no non-party witness may be shown confidential documents produced by a different non-party, unless the witness (or non-party entity if the witness is its designated representative) is reasonably believed to have authored or received a copy of the document. If a party wishes to show a non-party witness a confidential document produced by a different non-party and not authored or received by that witness (or non-party entity if the witness is its designated representative), the party may use the procedure outlined in Section 8 to either obtain permission to show the witness the confidential document or to change the designation of the confidential document.

- (c) A party or non-party may supplement the “confidential” mark (see paragraph 2(b)) with the words “attorney’s eyes only,” if the documents contain competitively sensitive information of which the disclosure to another party or non-party would create a substantial risk of serious harm. A confidential document designated “attorney’s eyes only” will be treated as “confidential” but may not be revealed to another party except for a party’s outside attorney and any staff to whom disclosure is reasonably necessary for this action.
- (d) If a confidential document is revealed to someone not entitled to receive it, the parties must make reasonable efforts to retrieve it.
- (e) No confidential document, including excerpts from a confidential document, may be inputted into any public, non-compartmentalized generative artificial intelligence system (e.g., ChatGPT, Google Gemini, etc.).
- (f) Nothing in this Order:
 - (A) limits a party’s use or disclosure of its own confidential documents or information;
 - (B) prevents disclosure of confidential documents or information by any party with the consent of the party or

non-party that designated the document or information as confidential; or

- (C) prevents disclosure by a party of confidential documents or information that was lawfully acquired by or known to that party independent of receipt in discovery in this action.

5. **Serving This Protective Order on a Non-Party.** A party serving a subpoena or other discovery request on a non-party must simultaneously serve a copy of this protective order and of Local Rule 5.6.
6. **Correcting an Error in Designation.** A party or non-party who discloses or produces a confidential document not designated as confidential may, within 21 days after discovering the error, provide notice of the error and produce a copy of the document designated as confidential. The production of a confidential document does not constitute a waiver of confidentiality, provided that the party or non-party claiming disclosure provides notice of the error and produces a copy of the document designated as confidential within 21 days of discovering the error. Upon receiving notice, the receiving party shall promptly destroy any and all copies of that document in its possession that are not designated as confidential.
7. **Use of a Confidential Document in Court.**

- (a) Filing. All counsel acknowledge they have reviewed Local Rule 5.6 which governs filing under seal, which procedures are incorporated herein by reference. This protective order does not authorize the filing of any document under seal. A confidential document may be filed only in accordance with LR 5.6. If a party wishes to file a document containing protected health information with the Court, it must be filed under seal, following the appropriate procedures. However, any party may publicly file a pleading or document with the Court that describes, summarizes, or quotes protected health information, as long as that party redacts the name and date of birth of the individual to whom the protected health information pertains and complies with the de-identification requirements of 45 C.F.R. § 164.514, and simultaneously files an un-redacted version under seal, and provides a copy of the un-redacted version to the other parties. Similarly, any party may publicly file a document containing de-identified information relating to an individual (such as a medical record), as long as that party redacts the name and date of birth of the individual to whom the information pertains and complies with the de-identification requirements of 45 C.F.R. § 164.514, and files an un-

redacted version under seal, and provides a copy of the un-redacted version to the other parties.

- (b) Presentation in filings. In addition to the requirements imposed by Local Rule 5.6, if any documents, testimony, or other materials designated under this Order as confidential are included in any pleading, motion, exhibit, or other paper to be filed with the Court, the Party seeking to file such material must notify the other party or the non-party that designated the document at least 5 business days before the filing so that the other party or the non-party may seek relief from the court.
- (c) Presentation at a hearing or trial. A party intending to present another party's or a non-party's confidential document at a hearing or trial must promptly notify the other party or the non-party so that the other party or the non-party may seek relief from the court.

8. Changing a Confidential Document's Designation.

- (a) Document disclosed or produced by a party. A confidential document disclosed or produced by a party remains confidential unless the parties agree to change its designation or the court orders otherwise.
- (b) Document produced by a non-party. A confidential document produced by a non-party remains confidential unless the non-party

agrees to change its designation or the court orders otherwise after providing an opportunity for the non-party to be heard.

- (c) Changing a designation by court order. A party who cannot obtain agreement to change a designation may move the court for an order changing the designation. If the motion affects a document produced by a non-party then, with respect to the motion, that non-party is entitled to the same notice and opportunity to be heard as a party. The party or non-party who designated a document as confidential must show that the designation satisfies Fed. R. Civ. P. 26(c).

9. Handling a Confidential Document after Termination of Litigation.

- (a) Within 60 days after the termination of this action (including any appeals), each party must:
 - (1) return or destroy all confidential documents; and
 - (2) notify the disclosing or producing party or non-party that it has returned or destroyed all confidential documents within the 60-day period.
- (b) Notwithstanding paragraph 9(a), each attorney of a party may retain a copy of any confidential document submitted to the court.

10. Disclosure or Production to a Party of a Privileged or Protected Document.

- (a) Notice.

- (1) A party or non-party who discovers that it has disclosed or produced, inadvertently or otherwise, a privileged or protected document must promptly notify the receiving party and describe the basis of the claim of privilege or protection. If the party or non-party provides such notice and description, the privilege or protection is not waived.
- (2) A party who discovers that it may have received a disclosed or produced privileged or protected document must promptly notify the disclosing or producing party or non-party.
- (b) Handling of Privileged or Protected Document. A party who is notified or discovers that it may have received a privileged or protected document must comply with Fed. R. Civ. P. 26(b)(5)(B).

II. Security Precautions and Data Breaches.

- (a) Each party must make reasonable efforts to protect the confidentiality of any confidential document disclosed or produced to that party.
- (b) A party who learns of a breach of confidentiality must promptly notify the disclosing or producing party or non-party of the scope and nature of that breach; use its best efforts to retrieve all copies of the disclosed confidential material; inform the person(s) to whom inappropriate disclosures were made, to the extent the person(s) are identifiable, of

all terms of this Order; and make reasonable efforts to obtain such person(s)' written consent to the terms of this Order. Unauthorized or inadvertent disclosure does not change the confidentiality designation of any disclosed material or waive the right to maintain the disclosed confidential.

- (c) If either party is served or presented with an order, subpoena, Minnesota Government Data Practices Act request, or other legal process calling for the disclosure of any confidential documents, the party receiving such legal process shall, unless otherwise required by law, give prompt notice to the disclosing party or disclosing non-party and, unless otherwise required by law, shall not disclose any confidential document until and unless the disclosing party or disclosing non-party agrees to the disclosure, or (if the disclosing party or disclosing non-party does not agree to the disclosure), if a court orders its disclosure to the requestor.

12. Survival of Obligations. The obligations imposed by this protective order survive the termination of this action.

Stipulated to:

Date: September 24, 2025

By: /s/ Benjamin M. Mundel

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