

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO. 09-2051-MD-ALTONAGA

In re

**DENTURE CREAM PRODUCTS
LIABILITY LITIGATION.**

_____ /

This Document Relates to All Actions

**CASE MANAGEMENT ORDER #2
CONFIDENTIALITY AND PROTECTIVE ORDER**

THIS CAUSE came before the Court upon the Notice of Filing Agreed Confidentiality and Protective Order submitted on August 20, 2009, by Plaintiffs and Defendants, SmithKline Beecham Corporation d/b/a GlaxoSmithKline (“GSK”), GlaxoSmithKline Consumer Healthcare L.L.C. (“GSK CHLLC”), GlaxoSmithKline Consumer Healthcare L.P. (“GSK CH LP”), and Block Drug Company, Inc.’s (“Block”) (collectively the “GSK Defendants”) and The Procter & Gamble Manufacturing Company and The Procter & Gamble Distributing LLC (collectively the “P&G Defendants”) (the P&G Defendants and GSK Defendants are collectively referred to as the “Defendants”). Plaintiffs and Defendants, by and through their undersigned counsel, hereby stipulate as follows:

1. This Confidentiality and Protective Order (“Confidentiality Order”) is intended to apply to certain discovery materials produced by Plaintiffs and Defendants, and is intended to assure the protection of documents, information and testimony produced in *In re: Denture Cream Products Liability Litigation*, Case No. 09-2051-MDL-ALTONAGA/Brown, in the United States District Court for the Southern District of Florida and applies to every action that is or will in the future become a part of this proceeding. Such documents, information and testimony may contain trade

CASE NO. 09-2051-MD-ALTONAGA

secrets or other confidential research, development or commercially sensitive information, or other confidential and non-public information. *Any persons or entities, including their counsel, who become parties in this proceeding after entry of this Confidentiality Order are deemed to have constructive notice of this Order and the terms and conditions contained herein and are immediately bound by them.*

2. “Confidential Information” as used herein means any information that Plaintiffs or any Defendant believes in good faith to contain a trade secret or other confidential research, development, or commercially sensitive information, information protected by HIPAA or similar data privacy statutes, or other confidential and non-public information and that is designated as “Confidential” by any party, whether it be a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. Information protected by HIPAA or similar data privacy statutes does not need to be designated “Confidential Information” and shall maintain any additional protections provided for under those statutes.

3. “Attorneys’ Eyes Only” as used herein means information that any Defendant believes in good faith to contain highly sensitive or proprietary or trade secret data. For purposes of this Order, “Attorneys’ Eyes Only” information includes but is not limited to, product formula information, design information, non-public financial information, pricing information, and certain study methodologies.

4. “Litigation” as used herein is defined as *In re: Denture Cream Products Liability Litigation*, Case No. 09-2051-MDL, in the United States District Court for the Southern District of Florida (the “Litigation” or the “MDL Litigation”) and includes every action that is or will in the future become

CASE NO. 09-2051-MD-ALTONAGA

a part of this proceeding.

5. Documents or any other information produced in the Litigation and deemed by Plaintiffs or any Defendant to be confidential may be designated as Confidential Information or “Attorneys’ Eyes Only” by marking the document(s) so designated with a stamp stating “Confidential Information” or “Confidential Subject to Court Order” or “Attorneys’ Eyes Only” or words to that effect. Such designation shall subject the document and its contents to this Order. In lieu of marking the original of a document, the parties may mark the copies that are produced or exchanged.

6. “Qualified Person” as used herein means each of the following persons:

(a) Plaintiffs’ counsel of record in any filed action in the Litigation (collectively “Plaintiffs’ Counsel”), including attorneys and clerical, secretarial, information technology and other non-attorney staff employed or contracted by such counsel;

(b) Outside counsel for Defendants, including attorneys and clerical, secretarial, information technology and other staff employed or retained by such counsel;

(c) Defendants’ employees, including but not limited to Defendants’ medical and regulatory employees as well as in-house counsel for the Defendants, including attorneys, paralegals, legal managers, clerical, secretarial, information technology and other staff of the in-house legal departments of the GSK and P&G Defendants and related companies; notwithstanding the foregoing, disclosure of documents and information designated by any Defendant as “Attorneys’ Eyes Only” shall be made only to those in-house counsel, including attorneys, paralegals, legal managers, clerical, secretarial, information technology and other staff of the in-house legal departments of the GSK and P&G Defendants and related companies, who are not involved in “competitive decision making” as defined in *U.S. Steel Corp. v. United States*, 730 F.2d 1465 (Fed

CASE NO. 09-2051-MD-ALTONAGA

Cir. 1984) or in activities directly related to the design, manufacture, pricing, research or other testing of denture adhesive products;

(d) Experts and consultants retained by Plaintiffs for purposes of assisting their attorneys in the preparation and presentation of his or her claims in the Litigation; including information technology, software and forensic document consultants, however, if Plaintiffs wish to disclose Confidential Information to an expert or consultant who (1) is or has been within the past six (6) months an employee, officer, director, agent, contractor, subcontractor or technical consultant (excluding those individuals who only receive grants/funding and do not provide any consultation services) of any company that manufactures, markets, distributes, sells, or is testing any denture adhesive product other than any Defendant and the person derives substantial income from the manufacturing, distribution, sale or testing of denture adhesive cream, unless the expert or consultant is a current employee of any Defendant; and (2) has him or herself been engaged in that period on any project for a company other than any Defendant relating to any denture adhesive product (hereinafter the “engagement”); or if Plaintiffs wish to disclose Confidential Information to an expert or consultant who, at the time of the initial disclosure, actively intends to assume such “engagement” during the pendency of the Litigation, Plaintiffs shall promptly so notify Defendants, including with such notification a copy of the expert’s curriculum vitae and a description of the expert’s present, previous and/or contemplated “engagement” as described above. This notification is not discoverable except if agreed to by the affected parties or ordered by the Court. Within ten (10) business days of receiving such notification and curriculum vitae, any Defendant may object in writing to the disclosure of Confidential Information to the proposed expert. If an objection is not resolved by the parties, Defendants shall file a motion in support of that objection within ten

CASE NO. 09-2051-MD-ALTONAGA

(10) business days of making the objection. Confidential Information shall not be disclosed to the disputed expert or consultant until the parties or the Court resolve the matter. In addition, should the expert or consultant in fact assume an “engagement” during the pendency of the Litigation, Plaintiffs shall promptly so notify Defendants, including with such notification a copy of the expert’s curriculum vitae and a description of the expert’s present, previous and/or contemplated “engagement” as described above;

(e) Experts and consultants retained by Defendants for purposes of assisting their attorneys in the preparation and presentation of defenses to the claims and allegations made by Plaintiffs;

(f) Judges, court reporters, court personnel, and videographers present at trial, hearings, arguments or depositions held in the Litigation, subject to the terms set forth herein;

(g) Any mediators or arbitrators chosen by or for the parties in the Litigation; and

(h) Other persons who may be specifically designated by consent of the parties or pursuant to Court order.

7. An identical Confidentiality and Protective Order will be or has been entered in the Pennsylvania Court of Common Pleas Denture Adhesive Cream Mass Tort Program, June Term 2009, No. 4534 (“Philadelphia MTP”), which contains identical definitions of “Qualified Persons.” The parties agree that Confidential and “Attorney’s Eyes Only” Information produced in this Litigation may be shared with Qualified Persons in the Philadelphia MTP, pursuant to and subject to the provisions of these Confidentiality and Protective Orders. All Confidential and “Attorneys’ Eyes Only” Information produced or exchanged in the course of this Litigation shall be used solely for the purpose of preparation and trial of this Litigation or the Philadelphia MTP. Confidential and

CASE NO. 09-2051-MD-ALTONAGA

“Attorneys Eyes Only” Information shall not be disclosed to any other person except in accordance with the terms hereof. Confidential and “Attorneys’ Eyes Only” Information shall not be shared with any counsel for Plaintiffs who is not specifically identified as counsel of record in the Litigation or in the Philadelphia MTP without the specific consent of the Defendants. Confidential and “Attorneys’ Eyes Only” Information shall not be disclosed to any other person except in accordance with the terms hereof and in accordance with the limitations, provisions and definitions of Qualified Persons in Paragraph 6 above.

8. Information disclosed at any deposition in the Litigation may be designated by the Plaintiffs or any Defendant as Confidential or “Attorneys’ Eyes Only” Information by indicating on the record at the deposition that the testimony is confidential and is subject to this Order. The parties may also designate information disclosed at such depositions as confidential by notifying the opposing party in writing within thirty-five (35) days of receipt of the transcript that the entire transcript, or portions therein, should be treated as confidential. Plaintiffs and Defendants shall attach a copy of such designations to the face of the transcript and each copy in their possession, custody or control. All deposition transcripts shall be treated as confidential until the later of the parties’ designation of the transcript, or portions thereof, as confidential pursuant to this paragraph, or forty-five (45) days after receipt of the deposition transcript.

9. Confidential or “Attorneys’ Eyes Only” Information shall not be disclosed or made available to persons other than Qualified Persons, except to the extent the documents or information are required by law to be provided to a third party. Confidential or “Attorneys’ Eyes Only” Information provided to any Qualified Person shall be securely maintained by such person, who shall exercise due and proper care with respect to the storage, custody, access and use of all such information.

CASE NO. 09-2051-MD-ALTONAGA

Copies of documents produced under this Confidentiality Order may be made, or exhibits prepared by, independent copy services, vendors, printers or illustrators solely for the purpose of the Litigation. In addition, any summary or copy of Confidential or "Attorneys' Eyes Only" Information shall be subject to the terms of this Order to the same extent as the information or document from which such summary or copy is made. Such summary or copy must be clearly labeled as containing Confidential or "Attorneys' Eyes Only" Information. Nothing herein shall preclude the parties, their attorneys, experts or consultants from using their own Confidential or "Attorneys' Eyes Only" Information as they deem appropriate.

10. Prior to the disclosure of Confidential or "Attorneys' Eyes Only" Information to any Qualified Person identified in Paragraphs 6(d), 6(e) or 6(g) hereof, such person shall be furnished with a copy of this Order, shall agree to be bound by its terms, and shall execute a copy of the attestation which is attached as Exhibit A. Such Qualified Person shall obtain and maintain a copy of this executed attestation. The original attestation shall be retained by the party disclosing Confidential or "Attorneys' Eyes Only" Information to such Qualified Person and disclosed to the producing party within thirty (30) days of the resolution of the Litigation, if requested. The requirement that the original attestations must be returned to the producing party shall not apply to consulting only experts. The parties shall track all copies of documents that contain Confidential or "Attorneys' Eyes Only" Information that are delivered to one or more such Qualified Persons identified in Paragraphs 6(d), 6(e) or 6(g) by maintaining a duplicate copy of such documents or keeping track of the bates numbers of the documents produced to such qualified persons. In no event shall the identity of documents delivered to the aforementioned Qualified Persons be discoverable beyond that which is permitted by the applicable federal or state rules of evidence and

CASE NO. 09-2051-MD-ALTONAGA

civil procedure. To the extent there is a dispute about a breach of a provision of the Confidentiality Order by a person to whom documents are delivered, the identity of the documents produced shall be submitted to the court *in camera* and not disclosed to an opposing party.

11. With respect to a testifying expert designated by any party, a copy of such attestation shall be produced at the time the expert is deposed.

12. Qualified Persons who have received documents or information from the parties shall treat all such documents or information as confidential, whether or not designated as confidential, for a period of thirty (30) days from the date of delivery or possession of same, except to the extent the documents or information are required by law to be provided to a third party. During this 30-day “hold period” the parties may retroactively designate the documents or information as Confidential or “Attorneys’ Eyes Only” Information, and they shall be treated as confidential under this Order.

13. The parties may challenge the propriety of a Confidential or “Attorneys’ Eyes Only” Information designation at any time prior to the entry of the final Pretrial Order, by motion with at least ten (10) business days’ notice to the designating party. Before any such motion is filed, the parties’ counsel shall first confer in good faith over disputed issues and specific Confidential or “Attorneys’ Eyes Only” Information that is being challenged pursuant to the Federal Rules of Civil Procedure and in accordance with governing local rules. A certificate of compliance with the Federal Rules of Civil Procedure shall accompany any such motion. The motion, which shall be filed under seal, shall set forth the specific Confidential or “Attorneys’ Eyes Only” Information that the party is challenging and the basis for the challenge with respect to each piece of such Information being challenged. The parties hereby waive any rules with reference to the time restrictions for filing affidavits to support or oppose such challenges, so long as any supporting

CASE NO. 09-2051-MD-ALTONAGA

affidavits are on file the day before the motion is set to be submitted.

14. Nothing herein shall prevent disclosure beyond the terms of this Order if the parties consent to such disclosure or if the Court, after notice to the parties and a hearing, orders such disclosure. Nothing herein shall prevent any counsel of record in the Litigation from utilizing Confidential or “Attorneys’ Eyes Only” Information in the examination or cross-examination of any person who is indicated on a document containing the Confidential or “Attorneys’ Eyes Only” Information as being an author, source or recipient of the document. With respect to Defendants, and subject to the limitations on use of “Attorneys’ Eyes Only” information noted below, any document containing Confidential or “Attorneys’ Eyes Only” Information may be used in any Deposition of Defendants’ current or former: agents, servants, employees or contractors. A deponent, other than a current employee of any Defendant, or the author, source or recipient of a document will be shown a copy of this Order and will be asked to sign the attestation attached as Exhibit A before being shown or examined about Confidential or “Attorneys’ Eyes Only” Information. If the deponent refuses to sign the attestation, the deponent cannot be shown or examined about Confidential Information. Notwithstanding the foregoing provisions, no deponent, who is an agent, servant, employee, or contractor of any of the GSK Defendants or related companies may be shown or examined about “Attorneys’ Eyes Only” Information produced and so designated by the P&G Defendants absent an Order of the Court. No deponent, who is an agent, servant, employee or contractor of any of the P&G Defendants or related Companies may be shown or examined about “Attorneys’ Eyes Only” Information produced and so designated by the GSK Defendants absent an Order of the Court.

15. If Confidential or “Attorneys’ Eyes Only” Information in the possession of a Qualified Person is subpoenaed by any court, administrative or legislative body, or any other person or

CASE NO. 09-2051-MD-ALTONAGA

organization purporting to have authority to subpoena such documents or information, the party to whom the subpoena is directed shall not, to the extent permitted by applicable law, provide or otherwise disclose such documents or information without first waiting ten (10) business days after notifying other counsel in writing of: (1) the information and documentation which is requested for production in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at which compliance with the subpoena is requested; (4) the identity of the party serving the subpoena; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or other designation identifying the case, administrative proceeding or other proceeding in which the subpoena has been issued. Confidential or "Attorneys' Eyes Only" Information shall not be produced until any objections by the producing party have been resolved.

16. No person to whom Plaintiffs' or any Defendants' Confidential or "Attorneys' Eyes Only" Information is shown or disseminated pursuant to this Order shall file such Confidential or "Attorneys' Eyes Only" Information, or any document that reveals the content of such Confidential or "Attorneys' Eyes Only" Information, with any court, other than a Court in the Litigation or in any appeals thereof. Any such Confidential or "Attorneys' Eyes Only" Information that is submitted to the Court in the Litigation or in any appeals thereof shall be filed under seal and shall bear the legend:

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION COVERED BY A CONFIDENTIALITY AND PROTECTIVE ORDER OF THE COURT AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT CONFIDENTIALITY AND PROTECTIVE ORDER. THE CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT.

Said Confidential or "Attorneys' Eyes Only" Information and/or other papers containing such

CASE NO. 09-2051-MD-ALTONAGA

Confidential Information shall be kept under seal until further order of the Court; however, said Confidential Information and other papers submitted under seal shall be available to the Court and counsel of record and to all other Qualified Persons under the terms of this Order.

17. Nothing contained in this Order shall prevent the use of Confidential or “Attorneys’ Eyes Only” Information during an argument, hearing or trial of the Litigation. To the extent that any party wishes to use such Confidential Information during an argument, hearing or trial of this action, the party agrees to notify the other parties at least seven (7) days in advance of the proceeding so that a producing party may move the Court for an order that the hearing be conducted *in camera* or under conditions to prevent unnecessary disclosure, including filing under seal at the court’s discretion. If the notification is provided during the argument, hearing or trial, the producing party may request that reasonable measures be taken to preserve confidentiality of the disclosed or offered information. Any producing party may move the Court for an order that the Confidential Discovery Material be received *in camera* or under conditions to prevent unnecessary disclosure, including filing under seal. Nothing in this Order shall operate as an admission by any party that any particular Confidential Discovery Material is, or is not admissible in evidence in these proceedings. In the event that, during any argument, hearing or trial in which a party submits such Confidential or “Attorneys’ Eyes Only” Information, the Court cannot ensure the continued confidentiality of such information or any party or person opposes the submission of such Confidential or “Attorneys’ Eyes Only” Information under the procedures set forth in this paragraph or Order, the parties agree to the entry of a temporary sealing order until a motion to permanently seal Court records is filed and ruled upon. Any transcript of an *in camera* hearing shall be treated as confidential pursuant to this Order. In the event of any appeal, before or after any argument, hearing or trial, the provisions

CASE NO. 09-2051-MD-ALTONAGA

of paragraph 17 shall apply.

18. Notwithstanding the procedure set forth in Paragraph 5 and/or 12 above, documents or other discovery materials produced and not designated as “Confidential Information” or “Confidential Subject to Court Order” or “Attorneys’ Eyes Only” through mistake or inadvertence shall likewise be deemed Confidential Information upon notice of such mistake or inadvertence. The failure of a party to designate any documents or information as Confidential “Attorneys’ Eyes Only” Information through mistake or inadvertence shall not constitute, or have the effect of, a waiver of any claim that such documents or information are Confidential or “Attorneys’ Eyes Only” Information. Any party receiving such inadvertently unmarked documents or information shall, upon request, make reasonable efforts to retrieve the unmarked documents or information that have been distributed to Qualified Persons pursuant to the terms of this Order.

19. Should any party inadvertently produce a document that such party later claims should not have been produced because of privilege, such party may request the return of any such document within ten (10) business days of discovering that it was inadvertently produced (or inadvertently produced without redacting the privileged content). A request for the return of any document shall identify the document by Bates number or other means sufficient to identify it with particularity, the privilege asserted, the basis for asserting that the specific document (or portions thereof) is subject to the attorney-client privilege, the work-product immunity doctrine or any other applicable privilege or immunity and the date of discovery that the document was inadvertently produced. The inadvertent production of any document that the producing party later claims should not have been produced because of a privilege will not be deemed to be a waiver of any privilege to which that party would have been entitled had the privileged document not been produced inadvertently. If the

CASE NO. 09-2051-MD-ALTONAGA

producing party requests the return of any document pursuant to this paragraph, and the receiving party does not contest the claim, the party to whom the request is made shall within five (5) business days return to the requesting party all copies of the document within its possession, custody or control, and shall make reasonable effort to obtain and return all copies in the possession of experts, consultants or other Qualified Persons to whom the document was provided. In the event that only portions of the document contain privileged subject matter, the producing party shall substitute a redacted version of the document at the time of making the request for return of the inadvertently produced document. In the event the receiving party contests the claim of privilege, the parties shall meet and confer. Absent resolution, the producing party shall file a motion within ten (10) business days after the meet and confer to obtain a Court determination as to whether or not the document is privileged. If the receiving party contests the claim of privilege, the document shall be treated as privileged by the receiving party and all Qualified Persons to whom the document was provided until such time as there is a final Court order on the motion claiming the privilege. In addition to the foregoing agreement, the inadvertent production or disclosure of any document or information that a Party later claims should not have been produced or disclosed because of any privilege shall be governed by the provisions, protections and proceedings of Rule 502 of the Federal Rules of Evidence and Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. The Parties incorporate herein the agreement hereinabove and the other provisions, protections and proceedings of Rule 502 of the Federal Rules of Evidence and Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure as the agreement of the parties to be "so ordered" by the Court pursuant to Rule 502 (e).

20. Within thirty (30) days of the termination of Litigation by judgment, settlement, dismissal or other complete resolution of the Litigation, the parties shall destroy all copies of the producing

CASE NO. 09-2051-MD-ALTONAGA

Defendants' Confidential or "Attorneys' Eyes Only" Information regardless of the format in which that information was produced or is kept. Defendants shall destroy all copies of Plaintiffs' Confidential Information to the extent the Confidential Information is not required to be kept and maintained by law, regulation, or audit, accounting or insurance purposes or other company policy; otherwise, Defendants shall maintain the confidentiality of Plaintiffs' Confidential Information in accordance with this Order. This provision includes all Confidential and "Attorneys' Eyes Only" Information provided to expert witnesses and other Qualified Persons identified in Paragraphs 6(d), 6(e) or 6(g), and includes the deletion of any of their computer files containing Confidential or "Attorneys' Eyes Only" Information, wherever they exist. A party and its counsel of record need not destroy or return Confidential or "Attorneys' Eyes Only" Information filed with the Court or incorporated into attorney work product or attorney-client communications retained solely by counsel of record, but the Confidential or "Attorneys' Eyes Only" Information will not lose its confidential status and the Parties are obligated to maintain the confidentiality of that Confidential or "Attorneys' Eyes Only" Information. Counsel for the party who disseminated the Confidential or "Attorneys' Eyes Only" Information shall bear the burden of retrieving such documents or information from outside persons, including but not limited to consulting only experts, and destroying the documents or information in accordance with this paragraph. Within thirty (30) days after the termination of the Litigation, Plaintiffs and Defendants shall certify in writing that all Confidential or "Attorneys' Eyes Only" Information, regardless of format or location, has been destroyed and/or will be maintained as Confidential pursuant to this Order.

21. As to all documents inspected by counsel that, in accordance with the terms of this Order, contain Confidential or "Attorneys' Eyes Only" Information but are not copied, the terms and

CASE NO. 09-2051-MD-ALTONAGA

conditions of this Order shall apply with regard to the disclosure of any knowledge or information obtained from the documents. Each party has the right to have persons present in the inspection room at all times during the inspection of documents by counsel representing other parties subject to reasonable procedures allowing the inspecting party to maintain its work product, and to inspect documents without interruption or distraction. Original documents shall remain in the custody and control of the producing party at all times.

22. The disclosure of Confidential or “Attorneys’ Eyes Only” Information to any person not qualified to receive such information pursuant to the terms and conditions of this Order, or without following the terms and conditions of this Order, shall subject the person making such disclosure to the jurisdiction of the Court and any recourse the Court deems appropriate under the circumstances.

23. Nothing herein shall be deemed to restrict in any manner each party’s use of its own Confidential or “Attorneys’ Eyes Only” Information.

24. Nothing herein shall affect the right of any party to seek additional protection against the disclosure of any documents or materials.

25. The producing party shall make efforts to produce documents in electronic format upon request.

26. All Confidential or “Attorneys’ Eyes Only” Information shall retain that designation and shall remain subject to this Order until such time, if ever, as the Court renders a decision that any challenged documents or information shall not be covered by the terms of the Order, and all proceedings and appeals challenging such decisions shall have been concluded.

27. The Court shall retain jurisdiction to modify the terms of this Order, or to enter Orders

CASE NO. 09-2051-MD-ALTONAGA

respecting confidentiality, discovery, and other matters as may be necessary. The obligations of this Order shall survive the termination of the Litigation and continue to bind the parties, their counsel, and any other person or organization authorized to receive Confidential or “Attorneys’ Eyes Only” Information. The Court will have continuing jurisdiction to enforce this Order irrespective of the manner in which the Litigation is terminated.

28. The parties have the right to seek any appropriate remedies and/or sanctions, from the United States District Court for the Southern District of Florida, Miami Division, for any violations of this Order. The prevailing party is entitled to the recovery of the reasonable attorney’s fees and costs associated with bringing and/or defending such action to the extent permitted by the Federal Rules of Civil Procedure.

29. The burden of proving the propriety of any “Confidential” or “Attorneys’ Eyes Only” designation as contemplated in this Confidentiality Order shall rest solely with the party who has made the designation.

30. This Confidentiality Order and the provisions herein are without prejudice to reconsideration by the Court upon written application by any party.

CASE NO. 09-2051-MD-ALTONAGA

Date: 08/14/2009

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DONE AND ORDERED in Chambers at Miami, Florida, this 26th day of August, 2009.



CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: counsel of record

EXHIBIT A

I hereby attest to my understanding that information and/or documents designated “Confidential Information,” or “Confidential Subject to Court Order,” or “Attorneys’ Eyes Only” or words to that effect may be provided to me pursuant to the terms, conditions and restrictions of a Confidentiality Order of which I have been given a copy, I have had its meaning and effect explained to me by the attorneys providing me with such information and documents, and I hereby agree to be bound by its terms. I further agree that I shall not disclose to others, except in accordance with the Confidentiality Order, such information or documents, and that such information or documents shall be used only for the purpose of this case, and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms hereof. I agree not to distribute copies of Confidential or “Attorneys’ Eyes Only” Information that I receive, and I agree not to retain any such copies beyond the duration of the above-referenced Litigation and/or any appeals thereof. I agree not to discuss or store any Confidential or “Attorneys’ Eyes Only” Information using any computer on which access is not restricted to my own use only. I further agree and attest to my understanding that, in the event that I fail to abide by the terms of the Confidentiality Order, I may be subject to sanctions, including sanctions by way of contempt of court. I agree to return all documents containing Confidential or “Attorneys’ Eyes Only” Information upon the request of the person who provided them to me. I agree to subject myself to the jurisdiction of the Court in which the above-captioned case is or was pending for the purpose of any proceedings related to the Confidentiality Order.

SIGNED this ____ day of, 20 ____.

Signature

Name

Address