

R. Civ. P. 26(c), for entry of the Protective Order for Confidential Personal or Proprietary Tax or Financial Information attached as Exhibit A to this motion to protect confidential personal or proprietary tax or financial information concerning the Health Insurance Providers Fee for tax years 2014, 2015, and 2016 that may be disclosed in this case.

Respectfully submitted this 19th day of November, 2018.

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CERTIFICATE OF CONFERENCE

I hereby certify that, on November 8, 15, and 16, 2018, Plaintiffs' counsel conferred with Defendants' counsel concerning this motion. Defendants advised Plaintiffs that they join the motion.

/s/ David J. Hacker
DAVID J. HACKER

CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2018, I electronically filed the foregoing document through the Court's ECF system, which automatically serves notification of the filing on counsel for all parties.

/s/ David J. Hacker
DAVID J. HACKER

including, but not limited to, declarations or affidavits containing fact witness testimony or expert testimony regarding any confidential information, court hearings where confidential information is introduced or discussed, documents and tangible things produced that include confidential information, and any documents exchanged by the Parties containing confidential information (collectively “Confidential Material”).

2. The protections of this Order may be invoked by either party to the litigation or by the person producing Confidential Material in this case, whether or not a party. For purposes of this Order, “person” shall include natural persons, any type of entity, and governments or government agencies.

3. A person invoking the protection of this Order may designate materials as “Confidential.” The designation “Confidential” may be applied to any material which the invoking person believes in good faith to constitute, contain, reveal, or reflect confidential, personal, or proprietary information.

4. Any documents, including exhibits, which are generated, derived, or created from Confidential Material shall be marked by the party generating or creating them as “Confidential-Subject to Protective Order” and shall be subject to the provisions of this Agreement.

5. Any person who believes that its Confidential Material may be disclosed in a hearing in this case may at any time move the court to limit access to the courtroom and/or seal portions of the record in order to avoid such disclosure. To the extent practicable, a party shall make such a motion as far in advance of a hearing as possible. If a person believes that its Confidential Material has been disclosed in either testimony or exhibits at a hearing in this case, that person may so designate the portions of the transcript and record containing the Confidential Material. The person invoking the protection of this Order shall serve such designations on all parties within fifteen (15) days following receipt of the transcript. The parties shall

observe the limitations on the disclosure of such designated material until such time as the court resolves any challenge to the designation, except that any person allowed to be present at the time of the hearing may have immediate access to the transcript of the testimony he or she heard.

6. Documents which have been designated as Confidential Material shall not lose their designated character simply because they are attached as exhibits to a motion, pleading, or order.

7. The designation of any material as Confidential Material pursuant to this Order is intended solely to facilitate resolution of this action, and neither such designation nor treatment in conformity with such designation shall be construed in any way as an admission or agreement by any party that the designated disclosure in fact constitutes or contains any confidential, personal, or proprietary information. Failure to so designate any document or thing shall not constitute a waiver of any claim by a party that such documents or things contain personal, proprietary, and/or confidential information. The fact that a party did or did not designate specific material as Confidential Material shall not constitute evidence or be the subject of argument in a proceeding before the Court.

8. All Confidential Material produced in this litigation shall be used for no purpose other than this litigation. To that end, the parties shall limit the disclosure of all Confidential Material only to those persons with a need to know the information for purposes of supporting their position in this litigation.

9. Material designated "Confidential" shall be disclosed to no one except:
- (i) Counsel for the parties and the staff of such counsel who are directly involved in this litigation;
 - (ii) The Parties to the litigation and their employees;
 - (iii) Any other person agreed to in writing by the parties;
 - (iv) Outside experts and consultants as provided in paragraph 11 below;

- (v) The court reporter and his or her staff transcribing a portion of a deposition or hearing where material designated as “Confidential” is involved; and
- (vi) The court and its regularly employed staff.

10. Outside consultants or experts (“experts”) and their staff whose advice and consultation is being or will be used by a party for the preparation or resolution of this case may have access to documents and information designated as “Confidential” only to the extent necessary to provide their advice or render their opinion. Prior to the disclosure of any Confidential Material, however, each such expert and the staff members who will have access to Confidential Material shall read this Order and execute an agreement to fully abide by its terms. An executed copy of each expert’s agreement shall be transmitted to all other parties and any other person producing Confidential Material that will be disclosed to such expert. If the person producing Confidential Material believes that disclosure of the Confidential Material to the expert would be injurious or prejudicial, it must object in writing received by the other party before 5:00 p.m. on the fifth business day following receipt of the expert’s agreement. If the dispute cannot be resolved, the party who selected the expert may apply to the court for an order permitting disclosure of Confidential Material to the expert. No disclosure of Confidential Material may be made by a party to any expert as to whom an objection has been timely received, unless the objection has been overruled by the court.

11. Each person given access to Confidential Material shall keep such information and documents secure and confidential except as specifically provided for by the terms of this Order.

12. Notwithstanding the other provisions of this Order, any document may be disclosed and shown to any person, who, as shown on the face of the document, was an author or recipient of the document, including recipients of copies, or who has

been claimed by the party designating the document as Confidential Material to have received it previously.

13. At the conclusion of this litigation, by judgment or otherwise, Confidential Material shall be returned to the producing party or destroyed by shredding. Destruction by shredding shall be certified in writing to the producing person. However, the following types of documents may be kept within the internal files of trial counsel for a party: documents prepared by attorneys or outside experts and consultants designated as provided in paragraph 11 containing summaries, abstracts or quotations of or from Confidential Material; pleadings attaching copies of Confidential Material; and trial exhibits which are or contain Confidential Material.

14. The court, upon motion made after conference between the objecting party and the producing person, may order the removal of the “Confidential” designation from any Confidential Material or otherwise amend this Order. In connection with any motion concerning the propriety of the designation, the person making the designation shall bear the burden of proof.

15. In the event a party wishes to file any Confidential Material with the court for any purpose, the party shall file it under seal bearing the caption of the case and a legend substantially similar to the following:

CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE
ORDER. NOT TO BE DISCLOSED EXCEPT BY ORDER OF THE
COURT.

If a party fails to file information under seal, any person who in good faith believes that filing under seal is required to protect its interests, may move the court to seal the information within ten (10) days of learning of the allegedly defective filing. Notice of such motion shall be given to all parties. The Clerk shall seal the disputed part of the filing until the court rules on the motion. Nothing in this provision relieves a party of any liability for damages caused by failure to properly file such information

under seal.

16. If Confidential Material in possession of a party to this action is subpoenaed or requested by any court, administrative agency, legislative body, or any other person not a party to this action, the party to whom the subpoena or request is directed shall: (i) immediately notify in writing counsel for the producing person; and (ii) assert this Order as a defense of such demand. The responsibility for attempting to prevent the disclosure or production of such information shall rest exclusively with the person who designated the information as Confidential Material.

17. Failure to designate material as Confidential Material prior to disclosure shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Designation of Confidential Material hereunder may be made at any time, to be effective upon and after such designation. The parties shall attempt in good faith to retrieve and protect such late-designated Confidential Material.

18. If Confidential Material is disclosed through inadvertence or otherwise to any person not authorized under this Order, the party causing such disclosure shall inform the person receiving the information that the Confidential Material is protected by this Order, make its best efforts to retrieve the Confidential Material, and promptly inform the person producing the Confidential Material of the disclosure.

19. This Order shall be binding on the parties hereto when signed regardless of whether or when the court enters its order thereon. This Order shall be binding upon any other person seeking its protection when that person signs a written agreement to be bound by its terms.

20. Nothing herein shall prevent any party from applying to the court for a modification of this Order should the moving party believe the Order, as originally

agreed upon, is hampering its efforts to resolve this case; or from applying to the court for further or additional protective orders; or from an agreement between the parties to any modification of this Order, subject to the approval of the court.

21. Any time after the conclusion of this litigation (including any appeal from any judgment), and subject to further order of this court, the designating party may remove from this court any Confidential Material located in the record or pleadings of this case.

22. The court will prescribe any further procedures it deems reasonable and necessary with respect to Confidential Material for the resolution of this case.

23. This Order shall survive the final termination of this case regarding any retained documents or contents thereof.

SO ORDERED this _____ day of _____, 2018

HON. REED O'CONNOR
UNITED STATES DISTRICT JUDGE