

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TRICOR INDIRECT PURCHASER
ANTITRUST LITIGATION

)
)
) C.A. No. 05-360 (SLR)
) (consolidated)
)

THIS DOCUMENT RELATES TO:

ALL ACTIONS

~~34~~
~~[PROPOSED]~~ QUALIFIED PROTECTIVE ORDER REGARDING
PROTECTION OF HEALTH INFORMATION

At Wilmington this 34 day of May, 2009, on Plaintiffs' Motion for Entry of Qualified Protective Order, and the Court having entered an order preliminarily approving a proposed settlement that, among other things, calls upon certain covered entities to use their reasonable best efforts to produce to the Claims Administrator HIPAA compliant information identifying insured consumer co-payors and the amounts of their qualifying co-payments for Tricor; and the Court otherwise being fully advised in the premises,

IT IS HEREBY ORDERED that:

1. This Qualified Protective Order shall apply to all "protected health information" and "individually identifiable health information," as defined by 45 C.F.R. § 160.103, or information that is otherwise protected from disclosure by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 1-4-191, and other applicable state law.

2. All protected health information provided to the Claims Administrator, including but not limited to names, addresses, personal identification or social security numbers, and Tricor payment information, shall be used for the sole purpose of administering the settlement of this litigation and shall be held confidential and shall not be released to any other person or entity except for a qualified business associate of the Claim Administrator (such as a mail house) that is

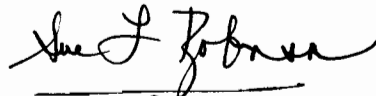
necessary to administer the settlement and, in compliance with 45 C.F.R. § 164.502(e), provides satisfactory written assurance that such information will be appropriately safeguarded.

3. All covered entities that provide requested information to the Claims Administrator fall within the safe harbor of HIPAA for court-ordered production of personal health information, 45 C.F.R. § 164.512(e)(1), and shall have no liability under HIPAA or any other federal or state statute, regulation, or other requirement, for supplying patient or member information to the Claims Administrator. Further, covered entities that provide such information shall not be deemed to be guarantors of the completeness or accuracy of the data they provide, except that covered entities seeking payment from settlement funds must swear and affirm to the best of their personal knowledge to the truth and accuracy of the information provided in the claim forms submitted on their own behalf. Covered entities are to use their reasonable best effort to supply the requested data, but shall not be liable in any way to any party, class member, member, or any other person or entity for any claim related to the completeness and accuracy of any data provided, or for any other liability of any kind.

4. The Claims Administrator likewise shall not be deemed to be a guarantor of the completeness and accuracy of the data provided to it and shall have the right to rely in good faith upon the information provided by any covered entity in administering the settlement.

5. The Claims Administrator shall maintain the information received in connection with this settlement for a period of five (5) years or as otherwise ordered by the Court. At the end of five (5) years, or as ordered by the Court, it shall destroy any and all originals and copies of the information obtained, including electronic and hard copies, and shall insure that any business associates do the same.

SO ORDERED.



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