

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	Index No. 774000/2011
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IN RE: NEW YORK CHANTIX PRODUCT	:	CASE MANAGEMENT
LIABILITY LITIGATION	:	ORDER NO. 3
	:	
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THIS DOCUMENT APPLIES TO ALL CASES	:	
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Stipulated Protective Order

I. SCOPE OF ORDER

1. Application. This Order applies to all cases involving the prescription medication Chantix, which are presently or hereafter assigned to this Court (“the New York Coordinated Proceeding” or “the Actions”). This Order is binding on all parties and their counsel in all cases currently pending or subsequently made part of the New York Coordinated Proceeding and shall govern each case in the New York Coordinated Proceeding unless it explicitly states that it relates only to specific cases. This Order shall be read in conjunction with Pretrial Order No. 3 in the federal multidistrict litigation entitled *In Re: Chantix (Varenicline) Products Liability Litigation*, MDL No. 2092 (the “MDL”), and, except as indicated below, this Order adopts all applicable provisions of MDL Pretrial Order No. 3.

2. Likely Production of Confidential Information and Highly Confidential Information Warrants Protective Order. Disclosure and discovery activity in the Actions are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Case Management Order No. 3: Stipulated Protective Order (“Protective Order” or “Order”).

3. Order Governs Documents and Other Information and Binds All Recipients of Confidential Information and Highly Confidential Information. This Order shall govern all documents, the information contained therein, and all other information produced or disclosed during the Actions, including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any party to the Actions (the “Supplying Party”) to any other party or parties (the “Receiving Party”). This Order is binding upon the parties to the Actions, including their respective corporate parents, subsidiaries, and affiliates and including their respective attorneys, agents, experts, consultants, representatives, officers, and employees and others as set forth in this Order. This Order is also binding on any person who obtains any documents or other Confidential Information or Highly Confidential Information produced or disclosed in the Actions pursuant to this Order, including those persons’ respective corporate parents, subsidiaries, and affiliates, if any, and their respective attorneys, agents, experts, consultants, representatives, officers, and employees, and others as set forth in this Order.

4. Third Parties May Use Order. Third parties who so elect may avail themselves of, and agree to be bound by, the terms and conditions of this Order and thereby become a Supplying Party for purposes of this Order.

5. Order Shall Not Preclude Other Protective Orders. The entry of this Order does not prevent any party from seeking a further order pursuant to CPLR 3103.

6. No Effect on Admissibility. Nothing herein shall be construed to affect in any manner the admissibility at trial or any other court proceeding of any document, testimony, or other evidence.

II. DESIGNATION OF CONFIDENTIAL INFORMATION AND HIGHLY CONFIDENTIAL INFORMATION

7. Definition of Confidential Information. “Confidential Information” as used herein means any information that the Supplying Party believes in good faith constitutes, reflects, discloses, or contains information subject to protection under CPLR 3103 or other applicable law, whether it is a document (electronic or otherwise), information contained in a document, information revealed during a deposition or other testimony, information revealed in an interrogatory response or information otherwise revealed. In designating information as “CONFIDENTIAL,” the Supplying Party will make such designation only as to that information that the Supplying Party in good faith believes to be entitled to confidential treatment under applicable law or would disclose the parties’ private financial information, private competitive information, trade secrets, confidential scientific information, personal or medical information, or other kinds of sensitive information which a party deems confidential.

8. Definition of Highly Confidential Information. “Highly Confidential Information” as used herein is Confidential Information which, if disclosed to a Competitor, could result in possible antitrust violations or substantial business harm to a Supplying Party. In designating discovery materials as “HIGHLY CONFIDENTIAL,” the Supplying Party will make such designation only as to that information that the Supplying Party in good faith believes to be entitled to highly confidential treatment. For purposes of this Order, the term “Competitor” shall mean any company or individual, other than the Supplying Party, that is or plans to be engaged in the design, research, development, testing, manufacture, regulatory review process, sale, and/or marketing of any product or service designed to aid in smoking cessation. Where this Order uses the term “Confidential Information,” it shall apply equally to Highly Confidential Information unless otherwise specified.

9. Designation of Confidential Information Generally. Specific documents and discovery responses produced by a Supplying Party shall, if appropriate, be designated as “CONFIDENTIAL”

or “HIGHLY CONFIDENTIAL” by marking the pages of the document that contain Confidential Information as follows: “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or “HIGHLY CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” Except as provided in paragraphs 12, 14, and 29, documents that do not bear either of the foregoing designations are not Confidential Information as that term is used in this Order.

10. Designation of Electronic Media by Cover Letter. To the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) (“Computerized Material”) is produced by any party in such form, the Supplying Party may designate such matters as confidential or highly confidential by cover letter referring generally to such matter. Whenever any party to whom Computerized Material designated as Confidential or Highly Confidential is produced reduces such material to hardcopy form, that party shall mark the hardcopy form with the “CONFIDENTIAL” or “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” designation or the “HIGHLY CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” designation.

11. Redaction. In order to protect against unauthorized disclosure of Confidential Information or Highly Confidential Information, and to comply with all applicable state and federal laws and regulations, the Supplying Party may redact from produced documents, materials, or other things, or portions thereof:

a. Personally Identifying Information. The names, addresses, Social Security or tax identification numbers, and other personally identifying information of employees (other than employees’ names), patients, health care providers, and individuals in clinical studies or adverse event reports whose identity is protected by law. However, other general identifying information,

such as patient or health care provider numbers, shall not be redacted unless required by federal law. To the extent plaintiff(s)' names are contained in any of these documents, a copy of the documents that have not had the plaintiff(s)' information redacted will be produced directly to counsel for said plaintiff(s);

b. Trade Secrets. Trade secrets relating to how Pfizer manufactures its medications, including the percentage of ingredients in the medications; instructions for manufacturing the medications; the names of suppliers of products used in manufacturing the medications; batch sizes used to manufacture the medications; certificates of analysis or specifications; stability testing, protocols, and results; and impurity testing, protocols, and results; and

c. Other Products. Any information relating to products other than Chantix, so long as those products or information are not related to smoking cessation.

12. Adverse Event Information Is Confidential Even If Not Designated. Pursuant to 21 C.F.R. §§ 314.430(e) & (f) and 20.63(f), the names of any person or persons reporting adverse experiences of patients and the names of any patients that are not redacted pursuant to paragraph 11 shall be treated as confidential, regardless of whether the document containing such names is designated as Confidential Information. No such person shall be contacted, either directly or indirectly, based on the information so disclosed without the express written permission of the Supplying Party.

13. Material Made Available for Inspection Is Highly Confidential Until Delivered. Any material produced or provided in the Actions for inspection is to be treated by the Receiving Party as Highly Confidential Information pending the copying and delivery of any copies of the same by the Supplying Party to the Receiving Party.

14. Confidentiality of Deposition Testimony. Information disclosed at a deposition taken in connection with the Actions may be designated as Confidential Information or Highly

Confidential Information by: (a) designating testimony as confidential on the record during the taking of the deposition, and/or (b) designating the portions of the transcript that are Confidential or Highly Confidential in a letter to be served on the court reporter and opposing counsel within sixty (60) calendar days of the Supplying Party's receipt of the transcript of the deposition. The court reporter will indicate the portions designated as Confidential or Highly Confidential and segregate them from the remainder of the transcript. Designations of transcripts will apply to audio, video, or other recordings of the testimony. The court reporter shall clearly mark any transcript released prior to the expiration of the 60-day period as "Highly Confidential—Subject to Further Confidentiality Review." Such transcript will be treated as Highly Confidential Information until the expiration of the 60-day period.

15. Designation of Information Produced by Other Parties. A party in the Actions may designate as Confidential Information or Highly Confidential Information any document or information produced by or testimony given by any other person or entity that the party reasonably believes qualifies as such party's Confidential Information or Highly Confidential Information pursuant to this Order. If any third party produces information that any party in good faith believes constitutes its Confidential Information or Highly Confidential Information, the party claiming confidentiality shall designate the information as such within thirty (30) days of its receipt of such information. Any party receiving information from a third party shall treat such information as Highly Confidential during this thirty (30) day period while all parties have an opportunity to review the information and determine whether it should be designated as confidential. Any party designating third party information as confidential shall have the same rights as a Supplying Party under this order with respect to such information.

III. PERMISSIBLE DISCLOSURE OF CONFIDENTIAL INFORMATION AND HIGHLY CONFIDENTIAL INFORMATION

16. To Whom Confidential Information May Be Disclosed. Subject to paragraphs 17, 18, and 24, a Receiving Party may show and deliver Confidential Information only to the following persons:

a. Counsel for the Receiving Party, including any in-house counsel, co-counsel, and the attorneys, paralegals, stenographic, and clerical staff employed by such counsel to whom it is reasonably necessary to disclose the Information for purposes of the litigation;

b. With respect to any Confidential Information produced by any plaintiff or third party with respect to plaintiff, any employee or agent of the Receiving Party to whom it is reasonably necessary to disclose such Information for purposes of the litigation;

c. Any outside consultant or expert to whom it is reasonably necessary to disclose Confidential Information, whether formally retained or not;

d. Any witness for the purpose of conducting an examination of such witness during a trial or deposition; provided, however, that Confidential Information shall not lose its confidential or restricted status through such use;

e. Stenographic employees and court reporters recording or transcribing testimony in the Actions; and

f. The Court in which the Actions are pending, any Special Master appointed by the Court, and any members of their staffs to whom it is necessary to disclose Confidential Information.

17. To Whom Highly Confidential Information May Be Disclosed. Subject to paragraphs 18 and 24, a Receiving Party may show and deliver Highly Confidential Information only to the following persons:

a. Counsel for the Receiving Party, including any in-house counsel, co-counsel, and the attorneys, paralegals, stenographic, and clerical staff employed by such counsel to whom it is reasonably necessary to disclose the Information for purposes of the litigation;

b. Any outside consultant or expert to whom it is reasonably necessary to disclose Highly Confidential Information, whether formally retained or not, subject to the prior disclosure requirements of paragraph 18;

c. Any witness for the purpose of conducting an examination of such witness during a trial or deposition, other than a witness who works for, consults with, or otherwise communicates with a Competitor on issues relating to smoking; provided, however, that Highly Confidential Information shall not lose its confidential or restricted status through such use;

d. Stenographic employees and court reporters recording or transcribing testimony in the Actions; and

e. The Court in which the Actions are pending, any Special Master appointed by the Court, and any members of their staffs to whom it is necessary to disclose Highly Confidential Information.

18. Disclosure of Highly Confidential Information to Outside Consultants or Experts.

Before disclosing Highly Confidential Information to any person, the party wishing to make such disclosure shall use diligent efforts to determine whether the person is currently employed by or currently consults with a Competitor regarding any pharmaceutical product designed, developed, tested, manufactured, sold, marketed, or used as a smoking cessation aid, including but not limited to any pill, patch, spray, gum, or any other formulation (“a Smoking Cessation Pharmaceutical Product”). If so, the party wishing to make such disclosure shall give at least ten (10) days’ advance notice in writing to the counsel for the Supplying Party who designated such information as highly confidential, stating the name and address of the person to whom the

disclosure will be made and the nature of his or her affiliation with a Competitor. If, within the 10-day period, the Supplying Party objects to the proposed disclosure, then the parties shall meet and confer with respect to the Supplying Party's objection, during which time the party seeking disclosure may not disclose any Highly Confidential Information to that person. If the parties are unable to reach agreement within an additional seven (7) days, the Supplying Party may file a motion for an additional protective order to prevent the disclosure. The party seeking disclosure may not disclose any Highly Confidential Information to the person until thirty (30) days have elapsed after the date of the Court order denying the motion, subject to any subsequent orders of the Court or the applicable appellate court during that time period. If the Court allows disclosure of the Highly Confidential Information, the Information remains Highly Confidential Information and the person shall be bound by this Order. This disclosure obligation shall be a continuing one; if an outside consultant or expert is going to work for, consult with, or otherwise communicate with a Competitor regarding any Smoking Cessation Pharmaceutical Product, counsel for the party consulting with that person shall provide the notice required by this paragraph.

19. Disclosure to Others Requires Consent or Court Order. Disclosure of Confidential Information or Highly Confidential Information beyond the terms of this Order may be made only if the Supplying Party designating the material as Confidential Information or Highly Confidential Information consents in writing to such disclosure, or if a Court in which an Action is pending, after reasonable written notice to all affected parties, orders such disclosure. The terms of this Order shall not apply to any publicly available information or documents.

IV. USE OF CONFIDENTIAL INFORMATION AND HIGHLY CONFIDENTIAL INFORMATION

20. Confidential Information and/or Highly Confidential Information May Be Used Only in Connection with Actions. The documents, the information contained therein, and all other information produced or disclosed during the Actions shall be used solely for the purposes of discovery and case proceedings, hearings, trial, appeal, and/or settlements of the Actions. Persons having knowledge of Confidential Information and/or Highly Confidential Information by virtue of their participation in the Actions, or by virtue of obtaining any documents or other Confidential Information or Highly Confidential Information produced or disclosed in the Actions pursuant to this Order, shall use that Confidential Information and/or Highly Confidential Information only in connection with the Actions.

21. Order Shall Not Restrict Advice to Clients. Notwithstanding any other provisions hereof, nothing herein shall restrict any party's counsel from rendering advice to its or their clients with respect to the Actions or a related action in which the Receiving Party is permitted by this Order to use Confidential Information and/or Highly Confidential Information and, in the course thereof, relying upon Confidential Information and/or Highly Confidential Information, provided that in rendering such advice, counsel shall not disclose any other party's Confidential Information or Highly Confidential Information other than in a manner provided for in this Order.

22. Use of Party's Own Confidential Information and Highly Confidential Information. Nothing contained in this Order shall preclude any party from using its own Confidential Information or Highly Confidential Information in any manner it sees fit, without prior consent of any party or the Court.

V. PROTECTION OF CONFIDENTIAL INFORMATION AND HIGHLY CONFIDENTIAL INFORMATION

23. All Reasonable and Necessary Steps to Assure Confidentiality of Confidential Information and Highly Confidential Information. Counsel shall take all reasonable and necessary steps to assure the security of any Confidential Information or Highly Confidential Information and will limit access to Confidential Information or Highly Confidential Information to those persons authorized by this Protective Order. In particular, if counsel for any party makes documents produced pursuant to this Order available via the Internet, such counsel shall take all reasonable and necessary steps to ensure that the Internet site is secure and may not be accessed by individuals who are not authorized to review Confidential Information or Highly Confidential Information and who have not executed the Acknowledgment described in paragraph 24 herein. At a minimum, any Internet site must require each individual user to have a distinct log-in and password. Upon request by any Supplying Party, any party using an Internet site must certify to the Court and the Supplying Party that the Internet site is secure and may only be accessed pursuant to this Order.

24. Acknowledgments for Certain Recipients. Prior to the disclosure of any Confidential Information to any person identified in paragraph 16(c)-(d), or of Highly Confidential Information to any person identified in paragraph 17(b)-(c), each putative recipient of Confidential Information or Highly Confidential Information shall be provided with a copy of this Order, which he or she shall read. Upon reading this Order, such person shall sign an Acknowledgment, in the form annexed hereto as Exhibit A, acknowledging that he or she has read this Order and shall abide by its terms. Counsel for each party shall maintain the Acknowledgments.

25. Notice of Receipt of Subpoena Pertaining to any Discovery Materials. Any party that is served with a subpoena or other notice compelling the production of discovery materials produced by another party must immediately give written notice of such subpoena or other notice

to the original Supplying Party. Upon receiving such notice, the original Supplying Party shall bear the burden of opposing, if it deems appropriate, the subpoena on grounds of confidentiality.

26. Confidentiality Extends to Work Product. All counsel shall at all times keep secure all notes, abstractions, or other work product derived from or containing Confidential Information or Highly Confidential Information; shall be obligated to maintain the confidentiality of such work product; and shall not disclose or reveal the contents of said notes, abstractions or other work product after the documents, materials, or other things, or portions thereof (and the information contained therein) and information are returned and surrendered. Nothing in this Order requires the Receiving Party's counsel to disclose work product at the conclusion of the case.

27. Notice of Unauthorized Disclosure. If a Receiving Party learns of any unauthorized disclosure of Confidential Information or Highly Confidential Information, the party shall immediately upon learning of such disclosure inform the Supplying Party of all pertinent facts relating to such disclosure and shall make all reasonable efforts to prevent disclosure by each unauthorized person who received such information.

28. Return of Confidential Information and Highly Confidential Information upon Conclusion of Actions. Within thirty (30) days of the conclusion of any attorney's last case in these Actions (or such other case in which the Receiving Party is permitted by this Order or MDL Pretrial Order No. 3 to use Confidential Information or Highly Confidential Information), including any appeals related thereto, at the written request and option of the Supplying Party, such attorney in the Action, and any persons to whom he or she disclosed Confidential Information or Highly Confidential Information pursuant to this Order, shall return to the Supplying Party and/or destroy any Confidential Information and/or Highly Confidential Information or copies thereof. Such persons shall return and/or destroy any discovery materials produced by the Supplying Party and any and all copies (electronic or otherwise), summaries, notes, compilations, and memoranda

related thereto; provided, however, that counsel may retain their privileged communications, work product, Acknowledgments pursuant to paragraph 24, and all court-filed documents even though they contain discovery materials produced by the Supplying Party, but such retained privileged communications and work product shall remain subject to the terms of this Order. At the written request of the Supplying Party, any person or entity having custody or control of recordings, notes, memoranda, summaries or other written materials, and all copies thereof, relating to or containing discovery materials produced by the Supplying Party shall deliver to the Supplying Party an affidavit certifying that reasonable efforts have been made to assure that all such discovery materials produced by the Supplying Party and any copies thereof, any and all records notes, memoranda, summaries, or other written material regarding the discovery materials produced by the Supplying Party (except for privileged communications, work product and court-filed documents as stated above) have been delivered to the Supplying Party in accordance with the terms of this Order. Where the parties agree that the Receiving Party may destroy such materials rather than return them to the Supplying Party, if requested by the Supplying Party, the Receiving Party will provide the Supplying Party with written verification regarding such destruction.

VI. CHANGES IN AND OBJECTIONS TO DESIGNATION OF CONFIDENTIAL INFORMATION AND HIGHLY CONFIDENTIAL INFORMATION

29. Inadvertent Production Does Not Waive Confidentiality. Inadvertent production of any document or information without a designation of confidentiality will not be deemed to waive a later claim to its confidential nature or preclude the Supplying Party from designating said document or information as confidential at a later date.

30. Designations After Production. Any Supplying Party may designate as Confidential Information or Highly Confidential Information or withdraw a Confidential Information or Highly Confidential Information designation from any material that it has produced; provided, however, that such redesignation shall be effective only as of the date of such redesignation. Such

redesignation shall be accomplished by notifying counsel for each party in writing of such redesignation. Upon receipt of any redesignation that designates material as Confidential Information or Highly Confidential Information, the Receiving Party shall (i) treat such material in accordance with this Order; (ii) take reasonable steps to notify any persons known to have possession of any such material of such redesignation under this Protective Order; and (iii) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt under paragraphs 16 and/or 17.

31. Challenges to Confidentiality Designations. Unless a prompt challenge to a Supplying Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Receiving Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. A Receiving Party that elects to initiate a challenge to a Supplying Party's confidentiality designation must do so in good faith and must first serve a written objection upon the Supplying Party's counsel. The Supplying Party's counsel shall thereafter, within ten (10) calendar days, respond (by hand delivery or facsimile transmission or e-mail with .pdf attachment) to such objection in writing by either (i) agreeing to remove the designation; or (ii) stating the reasons for such designation. If the Receiving Party thereafter elects to press a challenge to the designation, the Receiving Party may file and serve a motion in the applicable Actions that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms the movant has complied with the meet and confer requirements imposed by this paragraph and that sets forth with specificity the justification for the designation that was given by the Supplying Party in the meet and confer dialogue. Until the Court rules on the challenge, all

parties shall continue to afford the material in question the level of protection to which it is entitled under the Supplying Party's designation.

VII. FILING PAPERS IN COURT RECORDS

32. Confidential Information and Highly Confidential Information Must Be Filed under Seal. A party may not file in the public record in the Actions any Confidential Information or Highly Confidential Information without written permission from counsel of record for the Supplying Party or an order secured from the applicable court in which the relevant Action is pending (after appropriate notice to all interested persons). A party that seeks to file any Confidential Information or Highly Confidential Information it has obtained as a result of such information being produced or disclosed in the Actions pursuant to this Order must do so under seal in accordance with and subject to the law and rules of that court. When submitting deposition testimony pursuant to this paragraph that has been designated confidential, the submitting party shall submit, to the extent reasonably possible, only those pages of the deposition transcript that are cited, referred to, or relied on by the submitting party.

VIII. INADVERTENT DISCLOSURE

33. No Waiver of Privilege or Work Product. If, in connection with the Actions, a party ("Disclosing Party") discloses information subject to a claim of attorney-client privilege or attorney work product protection or some other legal privilege or doctrine protecting information from disclosure, the disclosure of the information ("Protected Information") shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection that the Disclosing Party would otherwise be entitled to assert with respect to the disclosed information and its subject matter.

34. Procedure in Event of Inadvertent Disclosure. In the event that Protected Information is inadvertently disclosed, such Information may be retrieved by the Producing

Party by giving written notice to the Receiving Party(ies) (which notice shall state the nature of the privilege or doctrine at issue, identify the document(s) by bates number, and provide a description of the documents or information inadvertently disclosed). Upon receipt of such notice, the Receiving Party shall, within fourteen (14) calendar days of receipt of that notice, return or destroy all copies of the Disclosed Information and provide a certification of counsel that all such Disclosed Information has been returned or destroyed. The Receiving Party may thereafter move the Court for an order compelling production of the Disclosed Information. Such a motion shall be filed under seal and shall not assert as a ground for entering such an order the fact or circumstances of the inadvertent disclosure of the Disclosed Information.

35. Challenges to Assertion of Privilege. Except as expressly set forth herein, nothing in this paragraph shall impair any party's right to challenge, by motion or otherwise, a Supplying Party's assertion of a privilege with respect to any discovery material, nor shall anything in this paragraph limit the right of any party to petition the Court for an in camera review of the Disclosed Information.

IX. MISCELLANEOUS PROVISIONS

36. Use of Confidential Information and Highly Confidential Information at Trial. The use of Confidential Information or Highly Confidential Information during any trial in the Actions will be addressed in a later agreement between the parties, or, if they cannot reach agreement, by further order of this Court. Until such a later agreement is reached or order is issued, any party wishing to file documents containing Confidential Information or Highly Confidential Information or otherwise use Confidential Information or Highly Confidential Information in court in any fashion must comply with paragraph 32.

37. Reliance on Order. It is expressly understood by and between the parties that in producing Confidential Information and/or Highly Confidential Information in this litigation, the parties shall be relying upon the terms and conditions of this Order.

38. Modification and Survival After Termination of Actions. The terms of this Order may be amended or modified only by written agreement of the parties, or upon motion and order of the Court overseeing the New York Coordinated Proceeding. This Order shall continue in force until amended or superseded by express order of this Court, and shall survive and remain in effect after the termination of this proceeding.

39. No Impact on Pfizer's Regulatory Reporting. Notwithstanding any other provision in the order, nothing in this Order shall affect or modify Pfizer's ability to review plaintiffs' information and report such information to any applicable regulatory agencies.

IT IS SO STIPULATED.

Dated: _____, 2011

Plaintiffs' Steering Committee

Pfizer Inc

BY: /s/
CLINTON FISHER, ESQ.
HANLY CONROY BIERSTEIN SHERIDAN
FISHER & HAYES LLP
Plaintiffs' Liaison Counsel

BY: /s/
LOREN H. BROWN, ESQ.
DLA PIPER LLP (US)
Defendants' Liaison Counsel

DONE and ORDERED this 15 day of
April, 2011.



HONORABLE CAROL E. HUFF
Justice of the Supreme Court

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

My name is _____. I am employed by _____.
_____. My full business address is _____,
and my telephone number is _____.

I have read in its entirety and understand the Protective Order ("Order") entered into between plaintiffs in the Actions (as that term is defined in the Order) and Pfizer Inc.

I understand I may be receiving Confidential Information or Highly Confidential Information as described in the Order. By executing this ACKNOWLEDGMENT, I agree to comply with and to be bound by all the terms of the Order. I agree not to disclose Confidential Information or Highly Confidential Information as described in the Order to any person not entitled to receive it and agree not to use such information except in connection with the Actions.

FOR INDIVIDUALS RECEIVING HIGHLY CONFIDENTIAL INFORMATION: I certify that I am not currently employed by and do not currently consult with any Competitor (as that term is defined in the Order) regarding any pharmaceutical product designed, developed, tested, manufactured, sold, marketed, or used as a smoking cessation aid, including but not limited to any pill, patch, spray, gum, or any other formulation ("a Smoking Cessation Pharmaceutical Product"), or, if I cannot so certify, I understand that counsel for the party wishing to consult with me must disclose my name, address, and the nature of my affiliation with a Competitor to the Supplying Party prior to disclosing Highly Confidential Information to me. I further understand that if I intend to work for, consult with, or otherwise communicate with any Competitor regarding any Smoking Cessation Pharmaceutical Product, I must immediately notify counsel for the party wishing to consult with me so they may make the necessary disclosure.

I understand and acknowledge that failure to comply with each of the provisions of the Order could expose me to sanctions and punishment in the nature of contempt of court or any other penalties authorized by law or statute.

I consent to and accept, generally and unconditionally, the jurisdiction of the courts in which

the Actions are pending for the enforcement of the Order.

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

Executed on _____ at _____.

Declarant

Subscribed and sworn to before me

This _____ day of _____, _____.

Notary Public