

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

*In re Abbott Laboratories Infant Formula
Shareholder Derivative Litigation*

)
) Civil Action No.: 22 CV 5513
)
) Hon. Sunil R. Harjani
) Hon. Laura K. McNally

AGREED CONFIDENTIALITY ORDER

The parties to this Agreed Confidentiality Order¹ have agreed to the terms of this Order; accordingly, it is ORDERED:

1. **Scope.** All materials produced or adduced in the course of discovery, including initial disclosures, responses to discovery requests, deposition testimony and exhibits, and information derived directly therefrom (hereinafter collectively “documents”), shall be subject to this Order concerning Protected Information as defined below. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. **Confidential Information.** As used in this Order, “Confidential Information” means information designated as “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” by the producing party that falls within one or more of the following categories: (a) information prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial, operational, or financial information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information; (f) income tax returns (including attached schedules and forms), W-2 forms and

¹ The parties separately submitted a redline version comparing this Agreed Confidentiality Order to the Court’s model Confidentiality Order (Form LR 26.2).

1099 forms; or (g) personnel or employment records of a person who is not a party to the case. Information or documents that are public may not be designated as Confidential Information.

3. **Highly Confidential – Attorneys’ Eyes Only Information.**

(a) As used in this Order, “Highly Confidential – Attorneys’ Eyes Only Information” (together with Confidential Information, “Protected Information”) means information designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that falls within one or more of the following categories: (a) financial planning and pricing strategy; (b) product development and launches; (c) clinical trial plans and updates; (d) mergers, acquisitions, and divestitures; (e) strategic plans, (f) executive compensation or succession planning for executives; or (g) non-public intellectual property.

(b) To the extent that a producing party identifies other proprietary or competitively sensitive information that the producing party believes qualifies as Highly Confidential – Attorneys’ Eyes Only Information, the producing party shall raise such documents to the requesting party’s attention prior to production, and the parties shall meet and confer regarding the propriety of the designation. The producing party shall be responsible for filing any application or motion to the Court necessary to permit the production of such information as Highly Confidential – Attorneys’ Eyes Only Information.

4. Information or documents that are public may not be designated as Protected Information.

5. **Designation.**

(a) A party may designate a document as Confidential Information for

protection under this Order by placing or affixing the words “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a manner that will not interfere with the legibility of the document. As used in this Order, “copies” includes electronic images, duplicates, extracts, summaries or descriptions that contain the Confidential Information. The marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall be applied prior to or at the time of the documents are produced or disclosed. Applying the marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. Any copies that are made of any documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall also be so marked, except that indices, electronic databases or lists of documents that do not contain substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Confidential Information are not required to be marked.

(b) A party may designate a document or portions of a document as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the pages or portions of the document and on all copies in a manner that will not interfere with the legibility of the document. The marking “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be applied prior to or at the time of the documents are produced or disclosed. Applying the marking “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. Any copies that are made of any documents marked in whole or in part as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall also be so marked, except that indices, electronic databases or lists of documents that do not contain

substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Highly Confidential – Attorneys’ Eyes Only Information are not required to be marked. A producing party shall use its best efforts to mark only those pages or portions of documents containing Highly Confidential – Attorneys’ Eyes Only Information as such, so that any information contained in a document that does not qualify for protection as Highly Confidential – Attorneys’ Eyes Only Information may be shared by counsel with the receiving party. For the avoidance of doubt, the disclosure of information by counsel to a party that does not qualify as Highly Confidential – Attorneys’ Eyes Only will not violate this Order.

(c) The designation of a document as Protected Information is a certification by an attorney or a party appearing pro se that the document contains Protected Information as defined in this order.

6. Depositions.

Unless all parties agree on the record at the time the deposition testimony is taken that the deposition testimony shall not be treated as Protected Information, all deposition testimony taken in this case shall be treated as Highly Confidential – Attorneys’ Eyes Only Information until the expiration of the following: No later than the fourteenth day after the final transcript is delivered to any party or the witness, a party may serve a Notice of Designation to all parties of record as to specific portions of the testimony that are designated Confidential Information or Highly Confidential – Attorneys’ Eyes Only Information, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Order.

7. Protection of Protected Information.

(a) General Protections. Protected Information shall not be used or disclosed by the parties, counsel for the parties or any other persons identified in subparagraphs (b) or (c)

for any purpose whatsoever other than in this litigation, including any appeal thereof.

(b) **Limited Disclosure of Confidential Information.** The parties and counsel for the parties shall not disclose or permit the disclosure of any Confidential Information to any third person or entity except as set forth in subparagraphs (1)-(9). Subject to these requirements, the following categories of persons may be allowed to review Confidential Information:

- (1) **Counsel.** Counsel for the parties (including in-house counsel for Abbott Laboratories) and employees of counsel who have responsibility for the action;
- (2) **Parties.** Individual parties and employees of a party but only to the extent counsel determines in good faith that the employee's assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed;
- (3) **The Court and its personnel;**
- (4) **Court Reporters and Recorders.** Court reporters and recorders engaged for depositions;
- (5) **Contractors.** Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents;
- (6) **Consultants and Experts.** Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Attachment A,

Acknowledgment of Understanding and Agreement to Be Bound;

- (7) **Witnesses at depositions.** During their depositions, witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall not retain a copy of documents containing Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Confidential Information pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order.
- (8) **Author or recipient.** The author or recipient of the document (not including a person who received the document in the course of litigation); and
- (9) **Others by Consent.** Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

(c) **Limited Disclosure of Highly Confidential – Attorneys’ Eyes Only Information.** The parties and counsel for the parties shall not disclose or permit the disclosure of any Highly Confidential – Attorneys’ Eyes Only Information to any person or entity except as set forth in subparagraphs (1)-(7). Subject to these requirements, the following categories of persons may be allowed to review Highly Confidential – Attorneys’ Eyes Only Information:

- (1) **Counsel.** Counsel for the parties (including in-house counsel for Abbott Laboratories) and employees of counsel who have responsibility for the action;
- (2) **The Court and its personnel;**
- (3) **Court Reporters and Recorders.** Court reporters and recorders engaged for depositions, hearings, or trial;
- (4) **Contractors.** Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents;
- (5) **Consultants and Experts.** Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;
- (7) **Witnesses at depositions.** During their depositions, witnesses in this action to whom disclosure is reasonably necessary if the witness sent or received the document. Witnesses shall not retain a copy of documents containing Highly Confidential – Attorneys’ Eyes Only Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Highly Confidential – Attorneys’ Eyes Only Information pursuant to the process set out in this Order must be separately bound by

the court reporter and may not be disclosed to anyone except as permitted under this Order;

- (6) **Author or recipient.** The author or recipient of the document (not including a person who received the document in the course of litigation); and
- (7) **Others by Consent.** Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

(d) **Control of Documents.** Counsel for the parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Protected Information. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

8. **Inadvertent Failure to Designate.** An inadvertent failure to designate a document as Protected Information does not, standing alone, waive the right to so designate the document. If a party designates a document as Protected Information after it was initially produced, the receiving party, on notification of the designation, must make a reasonable effort to assure that the document is treated in accordance with the provisions of this Order. No party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material has not been designated Protected Information, even where the failure to so designate was inadvertent and where the material is subsequently designated Protected Information.

9. **Filing of Protected Information.** This Order does not, by itself, authorize the filing of any document under seal. Any party wishing to file a document designated as Protected Information in connection with a motion, brief or other submission to the Court must comply

with LR 26.2.

10. **No Greater Protection of Specific Documents.** Except on privilege grounds not addressed by this Order, no party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an order providing such special protection.

11. **Challenges by a Party to Designation as Protected Information.** The designation of any material or document as Protected Information is subject to challenge by any party. The following procedure shall apply to any challenge of a document produced as Confidential Information or Highly Confidential – Attorneys’ Eyes Only in accordance with this Order. The following procedures shall not apply to documents subject to procedures outlined in paragraph 3(b) above, unless and until the parties agree or the Court grants permission for a producing party to extend Highly Confidential—Attorneys’ Eyes Only protection to documents that do not fall within the enumerated categories in paragraph 3(a) above.

(a) **Meet and Confer.** A party challenging the designation of Protected Information must do so in good faith and must begin the process by conferring directly with counsel for the designating party. In conferring, the challenging party must explain the basis for its belief that the confidentiality designation was not proper and must give the designating party an opportunity to review the designated material, to reconsider the designation, and, if no change in designation is offered, to explain the basis for the designation. The designating party must respond to the challenge within five (5) business days.

(b) **Judicial Intervention.** A party that elects to challenge a confidentiality designation may file and serve a motion 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 that the movant has complied with the meet and confer requirements of

this procedure and must be filed in redacted, under seal, or other appropriate form so as to protect the information from disclosure pending a Court ruling. The burden of persuasion in any such challenge proceeding shall be on the designating party. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information or Highly Confidential – Attorneys’ Eyes Only Information, whichever was designated, under the terms of this Order. Nothing in this Order or any action or agreement of a party under this Order limits the Court’s power to make orders concerning the disclosure of documents produced in discovery or at trial.

12. **Use of Confidential Documents or Information at Trial.** Nothing in this Order shall be construed to affect the use of any document, material, or information at any trial or hearing. A party that intends to present or that anticipates that another party may present Protected Information at a hearing or trial shall bring that issue to the Court’s and parties’ attention by motion or in a pretrial memorandum without disclosing the Protected Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at trial.

13. **Protected Information Subpoenaed or Ordered Produced in Other Litigation.**

(a) If a receiving party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Protected Information, the receiving party must so notify the designating party, in writing, immediately and in no event more than three (3) business days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

(b) The receiving party also must immediately inform in writing the party

who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Order. In addition, the receiving party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena to issue.

(c) The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the designating party in this case an opportunity to try to protect its Protected Information in the court from which the subpoena or order issued. The designating party shall bear the burden and the expense of seeking protection in that court of its Protected Information, and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court. The obligations set forth in this paragraph remain in effect while the party has in its possession, custody or control Protected Information by the other party to this case.

14. **Challenges by Members of the Public to Sealing Orders.** A party or interested member of the public has a right to challenge the sealing of particular documents that have been filed under seal, and the party asserting confidentiality will have the burden of demonstrating the propriety of filing under seal.

15. **Obligations on Conclusion of Litigation.**

(a) **Order Continues in Force.** Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.

(b) **Obligations at Conclusion of Litigation.** Within sixty-three days after dismissal or entry of final judgment not subject to further appeal, all Protected Information and documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” or “HIGHLY

CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under this Order, including copies as defined in paragraphs 5(a) and (b), shall be returned to the producing party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; (2) the parties agree to destruction to the extent practicable in lieu of return; or (3) as to documents bearing the notations, summations, or other mental impressions of the receiving party, that party elects to destroy the documents and certifies to the producing party that it has done so.

(c) **Retention of Work Product and one set of Filed Documents.**

Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Protected Information so long as that work product does not duplicate verbatim substantial portions of Protected Information, and (2) one complete set of all documents filed with the Court including those filed under seal. Any retained Protected Information shall continue to be protected under this Order. An attorney may use his or her work product in subsequent litigation, provided that its use does not disclose or use Protected Information.

(d) **Deletion of Documents filed under Seal from Electronic Case Filing (ECF) System.** Filings under seal shall be deleted from the ECF system only upon order of the Court.

16. **Order Subject to Modification.** This Order shall be subject to modification by the Court on its own initiative or on motion of a party or any other person with standing concerning the subject matter.

17. **No Prior Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any document or

material designated Protected Information by counsel or the parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

18. **Persons Bound.** This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms.

So Ordered.

Dated: _____

U.S. District Judge
U.S. Magistrate Judge

WE SO MOVE
and agree to abide by the
terms of this Order.

Dated: December 9, 2024

For Lead Plaintiffs:

/s/ Carol V. Gilden
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& TOLL PLLC

WE SO MOVE
and agree to abide by the
terms of this Order.

Dated: December 9, 2024

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ATTACHMENT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

*In re Abbott Laboratories Infant Formula
Shareholder Derivative Litigation*

)
) Civil Action No.: 22 CV 5513
)
) Hon. Sunil R. Harjani
)

**ACKNOWLEDGMENT
OF UNDERSTANDING
AND
AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he/she has read the Confidentiality Order dated _____ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Northern District of Illinois in matters relating to the Confidentiality Order and understands that the terms of the Confidentiality Order obligate him/her to use materials designated as Protected Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Protected Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____

Signature