

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, et al.

*Plaintiffs,*

v.

UNITEDHEALTH GROUP INCORPORATED,  
ET AL.,

*Defendants.*

Case No: 1:24-cv-3267

Judge James K. Bredar

**STIPULATED PROTECTIVE ORDER AND ORDER  
GOVERNING PRODUCTION OF INVESTIGATION MATERIALS**

In the interests of (i) ensuring efficient and prompt resolution of this Action; (ii) facilitating discovery by the Parties litigating this Action; and (iii) protecting Confidential Information from improper disclosure or use, the Parties stipulate to the provisions set forth below. The Court, upon good cause shown and pursuant to Federal Rule of Civil Procedure 26(c)(1) and Local Rule 104.13, ORDERS as follows:

**A. Definitions**

1. "Action" means the above-captioned action pending in this Court, including any related discovery, pretrial, trial, post-trial, or appellate proceedings.
2. "Amedisys, Inc." means Amedisys, Inc., its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.
3. "Confidential Information" means the portion of any Investigation Materials or Litigation Materials that contain (a) PII, (b) SHI, or (c) trade secrets or other confidential research, development, or commercial information or the portions of any document, transcript, or other

materials containing such information that have not been published or otherwise made publicly available. Provided, however, that any portion of any Investigation Materials or Litigation Materials, except for PII or SHI, that has been published or otherwise made publicly available is not Confidential Information.

4. “Disclosed” means shown, divulged, revealed, produced, described, transmitted, or otherwise communicated, in whole or in part.

5. “Divestiture Buyer” or “Divestiture Buyers” means any buyer(s) or potential buyer(s) of any of Defendants’ home health or hospice assets.

6. “Document” means any document or electronically stored information, as the term is used in Federal Rule of Civil Procedure 34(a), and will be interpreted consistently with any Local Rule.

7. “Investigation” means the pre-complaint review, assessment, or investigation of the Proposed Transaction, including with respect to any defense to any claim that the Proposed Transaction would violate Section 7 of the Clayton Act or any claim under Section 7A of the Clayton Act.

8. “Investigation Materials” means non-privileged documents, data, communications, transcripts of testimony, or other materials relating to the Investigation that were created prior to November 12, 2024, including but not limited to those provided pursuant to the Antitrust Civil Process Act, 15 U.S.C. §§ 1311–1314, or the Hart-Scott-Rodino Antitrust Improvements Act, 15 U. S.C. § 18a, that (a) any non-Party Protected Person (including its counsel) provided to any Party (including its counsel), either voluntarily or under compulsory process; (b) any Party (including its counsel) provided to any non-Party (including its counsel); (c) any Party (including its counsel) provided to any opposing Party (including its counsel). Investigation Materials include

all such non-privileged materials from any investigative file used during the Investigation, except that certain data will be masked to remove patient PII where applicable. Any such redaction is a representation to the Court that only PII has been redacted. Investigation materials do not include expert disclosures, the treatment of which will be addressed in the Parties' proposed Case Management Order. Communications between counsel for the United States and any foreign competition authorities, state governmental entities, or executive-branch agencies of the federal government are not "Investigation Materials," and nothing in this Order requires their disclosure. Relevant Materials obtained by the United States during an investigation or litigation other than the Investigation of the Proposed Transaction and not used during the Investigation of the Proposed Transaction are not "Investigation Materials," and nothing in this Order requires their disclosure.

9. "In-House Counsel" means any lawyer employed by a Defendant in this Action whose job duties primarily consist of providing legal advice rather than acting in a business function. For purposes of this Protective Order, In-House Counsel includes Stacy Frazier and Mike Brille (for Defendant UnitedHealth Group Incorporated) and Jennifer Griffin, Rachel Hogan, and Tom Whitworth (for Defendant Amedisys, Inc.).

10. "Litigation Materials" means non-privileged documents, data, communications, transcripts of testimony, or other materials that, after the filing of this Action, (a) any non-Party provides to any Party, either voluntarily or under compulsory process, in connection with and during the pendency of this Action; (b) any Party provides to any non-Party in connection with and during the pendency of this Action; (c) any Party provides to any opposing Party during the pendency of this Action.

11. "Outside Counsel" means the law firm(s) representing a Defendant in this Action who have filed notices of appearance, including any attorneys, paralegals, and other professional



personnel (including support and IT staff) who are employed by Outside Counsel and are assigned to work on the Action.

12. “Party” means any Plaintiff or any Defendant in this Action. “Parties” means collectively Plaintiffs and Defendants in this Action.

13. “Person” means any natural person, corporate entity, partnership, association, joint venture, governmental entity, trust, or other legal entity.

14. “Personally Identifiable Information” or “PII” means information or data that would identify an individual, including an individual’s Social Security Number; or an individual’s name, address, or phone number in combination with one or more of his or her (a) date of birth; (b) driver’s license number, or other state or federal government identification number, or a foreign country equivalent identification number; (c) passport number; (d) financial account number; or (e) credit or debit card number.

15. “Plaintiffs” means the United States and the Plaintiff States.

16. “Plaintiff States” means the State of Maryland, the State of Illinois, the State of New Jersey, and the State of New York, and any other state or territory that joins this Action.

17. “Proposed Transaction” means the proposed acquisition of Amedisys, Inc. by UnitedHealth Group Incorporated.

18. “Protected Person” means any Person, including any Party or non-Party, that provided Investigation Materials or provides Litigation Materials.

19. “Sensitive Health Information” or “SHI” mean information or data about an individual’s health, including medical records and other individually identifiable health information, whether on paper, in electronic form, or communicated orally. SHI relates to the past, present, or future physical or mental health or condition of an individual, the provision of health

care to an individual, or the past, present, or future payment for the provision of health care to an individual.

20. “UnitedHealth Group Incorporated” means UnitedHealth Group Incorporated, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

**B. Computing Time**

21. Unless otherwise specified, time will be computed according to Federal Rule of Civil Procedure 6(a).

**C. Notice of the Order to Non-Party Protected Persons**

22. Either by the later of (a) within two (2) business days of the Court’s entry of this Order, or (b) by end of day on December 2, 2024, each Party must send by email, facsimile, overnight mail, or hand deliver a copy of this Order to each non-Party Protected Person (or, if represented by counsel, the non-Party Protected Person’s counsel) that provided Investigation Materials to that Party.

23. Whenever discovery is sought from a non-Party in this Action, a copy of this Order must accompany the discovery request or subpoena. To the extent a Party sent a discovery request to a non-Party prior to the entry of this Order by the Court, that Party must send a copy of this Order to the non-Party within two (2) business days of entry of this Order.

**D. Modifications of this Order**

24. If a non-Party Protected Person determines that this Order does not adequately protect its Confidential Information, it may, within ten (10) days after receipt of a copy of the Order as entered by the Court, file a motion seeking additional protection from the Court for its Confidential Information. If a non-Party Protected Person timely files such a motion, the

information for which additional protection has been sought may not be disclosed until the Court has rendered a decision on the motion, unless the movant and the Parties reach an agreement that permits disclosure of the Confidential Information while the motion is pending. If the Court orders the production of the non-Party Protected Person's documents, they must be produced within three (3) business days unless a longer period is ordered by the Court.

25. Nothing in this Order limits any Person, including members of the public, a Party, or an interested third party, from seeking additional protection or modification of this Order upon a motion duly made according to the Local Rules of this Court, including, without limitation, an order that certain information need not be produced at all or is not admissible evidence in this Action or any other proceeding.

**E. Expedited Production of Certain Investigation Materials**

26. The Parties agree to waive the exchange of disclosures under Federal Rule of Civil Procedure 26(a)(1) and instead will produce the Investigation Materials pursuant to the terms of this Order.

27. Consistent with the terms of this Order, including the limitations set forth in Paragraph 20, the Parties will produce all Investigation Materials within fourteen (14) days of the Court's entry of this Order, except that (a) Plaintiffs need not produce to Defendants the Investigation Materials that Plaintiffs received from any Defendant directly or indirectly; and (b) Defendants need not produce to Plaintiffs the Investigation Materials that any Defendant previously produced to Plaintiffs.



**F. Designation of Confidential Information in Investigation Materials**

28. All Investigation Materials provided by a Defendant to a Plaintiff during the Investigation that the Defendant designated as confidential or highly confidential, or for which the Defendant requested confidential treatment, will be treated as Confidential Information.

29. All Investigation Materials previously provided by a non-Party Protected Person during the Investigation will be treated as Confidential Information regardless of whether or not the non-Party Protected Person requested confidential treatment at the time of production.

**G. Designation of Confidential Information in Litigation Materials**

30. The following procedures govern the process for Protected Persons to designate as Confidential Information any Litigation Materials, including but not limited to information provided in response to requests under Federal Rules of Civil Procedure 30, 31, 33, 36, or 45, and documents disclosed in response to Federal Rules of Civil Procedure 33(d), 34(b)(2) and (c), or 45. Any designation of Confidential Information in Litigation Materials constitutes a representation to the Court that the Protected Person (and counsel, if any) believes in good faith that the Litigation Materials so designated constitute Confidential Information. Any Litigation Materials not designated as Confidential will not be deemed a waiver of any future claim of confidentiality.

31. Any production or designation of Confidential Information or other written notice to the Parties required by this Order must be provided by email, overnight mail, or hand delivery to the following counsel for the Parties:

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David Stoltzfus  
Benjamin Able  
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32. Testimony. All transcripts of depositions taken in this Action will be treated as Confidential Information in their entirety for thirty (30) calendar days after the date when a complete and final copy of the transcript has been made available to the deponent (or the deponent's counsel), except that, in the two months immediately preceding the commencement of trial, will be treated as Confidential Information in their entirety for fourteen (14) days. Within thirty (30) calendar days of receiving a final transcript, or within 14 days during the two months immediately preceding the start of trial, a Protected Person may designate any portion of a deposition transcript or any portion of a deposition exhibit as containing Confidential Information by highlighting, stamping, or otherwise clearly marking the information (for example, by providing page and line numbers) as Confidential and by providing for future public use a copy of the deposition transcript and exhibits with the Confidential Information redacted. Any portion of a transcript or portion of a deposition exhibit not designated in the manner required by this Paragraph 32 will not be treated as Confidential Information, even if the document(s) that became the deposition exhibit(s) or information that is the subject of the deposition testimony was subject to a prior designation of confidentiality. For avoidance of doubt, a blanket designation that an entire deposition transcript or all exhibits from a deposition are Confidential Information does not comply with the requirements of this Order.

33. Electronic Documents and Information. Where a Protected Person produces in this Action documents or information in electronic format, Confidential Information contained in those electronic documents or information must be designated by the Protected Person for protection under this Order by marking each page with a "CONFIDENTIAL" header or footer.

34. Documents Produced in Native Format. When a Protected Person produces electronically stored documents or data in native file format, the Protected Person must designate

any Confidential Information by (a) appending the suffix “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” to the file name or document production number, or (b) including the confidentiality designation in reasonably accessible metadata associated with the file. When documents that were produced in native file format are printed for use during a deposition, for a court proceeding, or for disclosure to any Person described in Paragraph 42, the Party printing the file must affix to the printed version a label containing the production number and the confidentiality designation associated with the document.

35. Documents and Data Produced in Hard-Copy Documents Or Non-Native Format.

When a Protected Person produces documents in hard copy, image files, or other non-native file formats, the Protected Person must stamp or otherwise mark each image or page containing Confidential Information with the designation “CONFIDENTIAL” in a manner that will not interfere with legibility.

36. PII. Any PII produced to any Party, whether during the course of the Investigation or this Action, is considered Confidential Information under this Order without the need for any Protected Person or Party to designate it as such.

37. SHI. The Parties and Protected Persons desire to ensure the privacy of patient records and other information that the Parties have determined might contain SHI. Any SHI produced to any Party, whether during the course of the Investigation or this Action, is considered Confidential Information under this Order without the need for any Protected Person or Party to designate it as such. Any person who receives and stores SHI, whether during the course of the Investigation or this Action, will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the privacy, integrity, and confidentiality of any SHI and to prevent unpermitted use or disclosure of any SHI they may



receive from any person in connection with this proceeding. The Parties will securely return or destroy SHI in accordance with and to the extent required by the Health Insurance Portability and Accountability Act (“HIPAA”).

38. Inadvertent Failure to Designate Confidential Information. If at any time prior to trial of this Action, a Protected Person realizes that it should have designated as Confidential Information any Investigation Materials or Litigation Materials previously produced in this Action, it may designate such Investigation or Litigation Materials by following the procedures of this Order. The Parties must thereafter treat the Litigation Materials pursuant to the Protected Person’s new designation under the terms of this Order; provided, however, that no prior disclosure of newly designated Confidential Information will violate this Order. The disclosure of any Investigation Materials or Litigation Materials, for which disclosure was proper when made, will not be deemed improper regardless of any such subsequent confidentiality designation.

**H. Challenges to Designation of Confidential Information**

39. Prior to trial of this Action, any Party that objects to a designation of Investigation Materials or Litigation Materials as Confidential Information—including a new confidentiality designation made pursuant to Paragraph 38—may provide written notice to the Protected Person who made the designation and to all Parties identifying the challenged designation and stating with particularity the grounds for its objection. All materials objected to must continue to be treated as Confidential Information pending resolution of the dispute by agreement between the objecting Party and the Protected Person or by the Court.

40. If the objecting Party and the Protected Person cannot reach agreement within seven (7) days of the Party’s written notice, the Protected Person may file a motion for a protective order with the Court to maintain the confidentiality of the challenged material. The Protected Person

bears the burden of persuading the Court that the material is Confidential Information. If the Protected Person fails to timely address the dispute to the Court in accordance with this Paragraph (40), or if the Court finds the designation inapplicable, the information will no longer be treated as Confidential Information in this Action.

41. This Order does not preclude or prejudice a Protected Person or an objecting Party from arguing for or against a confidentiality designation, establish any presumption that a confidentiality designation is valid, or alter the burden that would otherwise apply in a dispute over discovery or disclosure of information.

**I. Disclosure of Confidential Information**

42. Except as provided in Paragraph 46, unless otherwise ordered by the Court or agreed to in writing by the Protected Person producing such information, Confidential Information may be disclosed only to the Persons listed in (a)-(j) below:

(a) the Court and all persons assisting the Court in this Action, including law clerks, court reporters, and stenographic or clerical personnel;

(b) any special master, mediator, arbitrator, trustee, or monitor that the Parties engage in this Action or that this Court appoints;

(c) counsel for the Plaintiffs, including any attorneys, economists, paralegals, and other professional personnel employed by Plaintiffs (including support, and IT staff), and any agents or independent contractors retained by Plaintiffs assigned to work on the above-captioned matter;

(d) Outside Counsel assigned to work on the above-captioned matter;

(e) outside vendors or service providers (such as e-discovery vendors, copy-service providers, document management consultants, contract attorneys, personnel who are used

in connection with a jury-consulting exercise or moot court(s) and printing service providers) retained by a Party to assist that Party in this Action assigned to work on the above-captioned matter, provided that they first execute an Agreement Concerning Confidentiality in the form attached as Appendix A;

(f) any author, addressee, recipient, or custodian of any document or information containing Confidential Information if they previously had lawful access to the document;

(g) any Person whom counsel for any Party believes in good faith previously received or had access to the document or information, unless the person indicates that he or she did not receive or have previous access to the document or information;

(h) during the course of their depositions or in preparation for their depositions, or in order to review their deposition transcript, to anyone who is either (1) a current employee of the Protected Person that designated the document or information Confidential Information; or (2) a former employee of the Protected Person that designated the document or information as Confidential Information, provided that they were employed by the Protected Person when the document or information was created and have been provided with a copy of this Order and informed of the obligation not to disclose any information from any Confidential Information to Persons other than those specifically authorized by this Order. Former employees will be permitted to review exhibits if necessary to correct their deposition transcript but will not be permitted to retain exhibits. Current and former employees of a protected person are not permitted to review transcripts other than their own transcript; however, In-House counsel for a Party shall be permitted to review the deposition transcripts of current or former employees of that Party;

(i) any Person retained by a Party to serve as a testifying or consulting expert in this Action, including employees of the firm with which the expert or consultant is associated and



independent contractors who assist the expert's work in this Action, provided that they first execute an Agreement Concerning Confidentiality in the form attached in Appendix A; and

(j) outside trial consultants (including, but not limited to, graphics consultants and jury consultants) retained by a Party to assist that Party in this Action, provided that they first execute an Agreement Concerning Confidentiality in the form attached in Appendix A.

43. Defendants reserve the right to move to amend this Order to allow disclosure of Confidential Information to certain In-House Counsel. Defendants must wait seven (7) business days from the entry of any order allowing disclosure of Confidential Information to In-House counsel to disclose Confidential Information to allow non-Party Protected Persons an opportunity to object to such disclosure. Plaintiffs reserve the right to object to any motion by Defendants to amend this Order to allow disclosure of Confidential Information to certain In-House counsel.

44. Counsel for the Party making a disclosure to a Person identified in Paragraph 42, subparagraphs (i), (i), or (j) of this Order must obtain and retain the signed version of the Agreement Concerning Confidentiality in the form attached in Appendix A for a period of at least one year following the final resolution of this Action.

45. Each Person identified in Paragraph 42 of this Order to whom Confidential Information is disclosed may not disclose that Confidential Information to any other Person, except as otherwise provided by this Order.

46. Nothing in this Order:

(a) limits a Protected Person's use or disclosure of its own information designated as Confidential Information;

(b) prevents disclosure of Confidential Information with the consent of the Protected Person that designated the material as Confidential Information;

(c) prevents the United States' retention, use, or disclosure of Confidential Information outside the context of this Action (i) to the extent permitted or required by law, court order, or regulation, (ii) for law enforcement purposes, and (iii) for the purpose of securing compliance with a Final Judgment in this Action.

**J. Inadvertent Disclosure of Confidential Information**

47. In the event of a disclosure of any Confidential Information to any Person not authorized to receive it under this Order, the Party responsible for having made the disclosure must notify the Protected Person whose material has been disclosed within two (2) business days of discovery by the Party, unless, and in spite of prompt efforts, it takes the Party longer to ascertain contact information for the Protected Person. The Party responsible for making the disclosure must provide to that Protected Person all known relevant information concerning the nature and circumstances of the disclosure. The disclosing Party must also promptly take all reasonable measures to retrieve the improperly disclosed material and ensure that no further or greater unauthorized disclosure or use of the material is made.

48. Unauthorized or inadvertent disclosure of Confidential Information does not change the confidential status of any disclosed material or waive the Protected Person's right to maintain the disclosed material as containing Confidential Information.

**K. Use of Information Designated as Confidential Information in This Action**

49. Except as provided in Paragraph 46 of this Order, all Investigation Materials and Litigation Materials produced by a Party or a non-Party Protected Person as part of this Action may be used solely for the conduct of this Action and may not be used for any business, commercial, competitive, personal, or other purpose.

50. Court Filings. If any documents, testimony, or other materials designated under this Order as Confidential Information are included in any pleading, motion, exhibit, or other paper to be filed with the Court, the Party seeking to file must obtain a Court order to file such Confidential Information under seal, in accordance with Local Rules 104.13(c) and 105.11. A request for the Court to allow filing under seal must include the proposed redactions. If this Court grants leave to file a document under seal, the filing Party must file with the Clerk of this Court a redacted version of the filing. Nothing in this Order will restrict the Parties or any interested member of the public from challenging the filing of any Confidential Information under seal.

51. Trial. Disclosure at trial of documents and information designated as Confidential Information will be governed pursuant to a separate Court order. The Parties will meet and confer and submit a recommended order outlining those procedures, in accordance with the case management order to be entered in this Action.

**L. Procedures Upon Termination of This Action**

52. The obligations imposed by this Order will survive the termination of this Action unless the Court, which will retain jurisdiction to resolve any disputes arising out of this Order, orders otherwise.

53. Within ninety (90) days after the expiration of the time for appeal of an order, judgment, or decree terminating this Action, provided no notice of appeal has been filed, all Persons having received Confidential Information must make a good faith effort to return all copies of such Confidential Information that has not otherwise been made public during this Action to the Protected Person that produced it (or the Protected Person's counsel if represented by counsel), or to destroy or delete all copies of such Confidential Information, unless the Confidential Information may be retained pursuant to Paragraph 46, Paragraph 55, or Paragraph 56. All



Confidential Information returned to the Parties or their counsel by the Court likewise must be disposed of in accordance with this Order.

54. Within ninety (90) days after the expiration of the time for appeal of an order, judgment, or decree terminating this Action, provided no notice of appeal has been filed, all Persons having received information designated as Confidential Information in that action must certify compliance with Paragraph 53 of this Order in writing to the Party or Protected Person that produced the Confidential Information.

55. Counsel for the Parties will be entitled to retain court papers, deposition, hearing, and trial transcripts and exhibits, and work product, provided that the Parties and their counsel do not disclose the portions of those materials containing Confidential Information except pursuant to a court order or with the consent of the Protected Person that produced the Confidential Information or as otherwise permitted herein.

56. Expert witnesses for the Parties will be entitled to retain their own expert reports, their own deposition and trial transcripts and exhibits, and their own work product, provided such expert witnesses have executed Appendix A to this Order and do not disclose the portions of those materials containing Confidential Information except pursuant to a court order or with the consent of the Protected Person that produced the Confidential Information, and except for SHI which must be returned or destroyed.

**M. The Privacy Act**

57. Any order of this Court governing the United States' production of any document, data, communications, transcript of testimony, or other material in this Action constitutes a court order within the meaning of the Privacy Act, 5 U.S.C. § 552a(b)(11).

**N. Persons Bound by This Order**

58. This Order is binding on the Parties to this Action, their attorneys, successors, representatives, administrators, assigns, parents, subsidiaries, divisions, affiliates, employees, agents, contractors, consultants, experts, and any persons or organizations over which the Parties have control. It is also binding on all non-Parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Order.

**O. Inadvertent Production of Privileged Information**

59. The disclosure of any Investigation Materials or Litigation Materials subject to attorney-client privilege, deliberative process privilege, work-product protection, or other applicable legal or evidentiary privilege ("Privileged Material") is not a waiver in this Action or in any other federal or state proceeding, provided that (a) the disclosure was inadvertent; (b) the Person that disclosed the Privileged Material used reasonable efforts to prevent such disclosure; and (c) the Person that disclosed the Privileged Material promptly took reasonable steps to rectify the error, including following Federal Rule of Civil Procedure 26(b)(5)(B). The Person asserting the privilege bears the burden of proof with respect to a claim or assertion of privilege.

60. Upon discovery by the Producing Party that a privileged document has been unintentionally produced, the Producing Party shall promptly notify the Receiving Party in writing and request the return and/or destruction of such document. After receiving written notice from the Producing Party that privileged and/or work product material has been unintentionally produced, all such information and copies thereof, including any notes or summaries of such privileged materials, in the Receiving Party's possession shall be sequestered, destroyed, or returned to the Producing Party and the Receiving Party shall not use such information for any purpose other than to challenge a claim of unintentional production as set forth in paragraph 62

below. The Receiving Party shall also attempt, in good faith, to retrieve and return and/or destroy all copies of the privileged documents in electronic format that are within the Receiving Party's possession, custody or control. Thereafter, the Producing Party shall provide the information required by Rule 26(b)(5)(A)(ii) within five (5) business days.

61. Should the Receiving Party find that a specific document or material produced by the Producing Party is privileged or otherwise protected from disclosure, the Receiving Party should notify the Producing Party in writing and request the Producing Party to confirm in writing that the document is in fact privileged and should be returned and/or destroyed. Other than in accordance with the procedures set forth in paragraph 62 with respect to challenging such an allegation of inadvertently produced materials, the Receiving Party shall make no further use of the privileged documents and/or materials unless the Producing Party confirms in writing that the documents or material are not privileged. Thereafter, the Producing Party shall provide the information required by Rule 26(b)(5)(A)(ii) within five (5) business days. No Person will be found to have violated this Order for failing to recognize, in good faith, inadvertently produced Privileged Material.

62. When challenging a claim of privilege relating to an unintentionally produced document, the Receiving Party shall attempt in good faith to promptly meet and confer regarding the Producing Party's assertion of unintentional production, and if unsuccessful, shall promptly seek an order from the Court compelling the production of the material. Any information presented to the Court for determination of the privilege claim must be presented under seal pursuant to Federal Rule of Civil Procedure 26(b)(5)(B) and Local Rule 105.11. If no such order is sought within a period of ten (10) days following the meet-and-confer, all copies of the disputed document shall be returned in accordance with this paragraph. To the extent that (a) the Receiving Party does



not contest that the information is privileged, or (b) the Court rules that the information is privileged, any analyses, memoranda or notes which were generated based upon the privileged information in question shall be destroyed.

**AGREED TO:**

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**SO ORDERED:**

Dated this 3 day of Dec., 2024



James K. Bedar

UNITED STATES DISTRICT JUDGE

**APPENDIX A**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, et al.

*Plaintiffs,*

v.

UNITEDHEALTH GROUP INCORPORATED,  
ET AL.,

*Defendants.*

Case No: 1:24-cv-3267

Judge James K. Bredar

**AGREEMENT CONCERNING CONFIDENTIALITY**

I, \_\_\_\_\_ am employed by \_\_\_\_\_ as \_\_\_\_\_.

I hereby certify that:

1. I have read the Protective Order entered in the above-captioned action, and understand its terms.

2. I agree to be bound by the terms of the Protective Order entered in the above-captioned action. I agree to use the information provided to me only as explicitly provided in this Protective Order.

3. I understand that my failure to abide by the terms of the Protective Order entered in the above-captioned action will subject me, without limitation, to civil and criminal penalties for contempt of Court.

4. I submit to the jurisdiction of the United States District Court for the District of Maryland solely for the purpose of enforcing the terms of the Protective Order entered in the above-captioned action and freely and knowingly waive any right I may otherwise have to object to the jurisdiction of said Court.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE