
IN THE COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PENNSYLVANIA

DOCKETED
COMPLEX LIT CENTER

February Term, 2008

IN RE AVANDIA LITIGATION

SEP 8 2008

No. 2733

In Re: Avandia Litigation-ORDER

J. STEWART



08020273300010

CASE MANAGEMENT ORDER NO. 2

DISCOVERY ORDER FOR "AVANDIA PROGRAM"

I. SCOPE OF THIS ORDER

This Order applies to all actions that are part of the program of coordinated pretrial proceedings relating to Avandia®¹ in the Philadelphia Court of Common Pleas (the "Avandia Program"). All case-specific discovery relating to the individual claims of plaintiffs and all general discovery of defendant, SmithKline Beecham Corporation d/b/a GlaxoSmithKline ("GSK"), in these coordinated proceedings shall be conducted as follows, subject to entry of subsequent Case Management Orders modifying or supplementing this Case Management Order No. 2.

II. GENERAL DISCOVERY OF GSK

1. It is the intent of this Court and the Parties to cooperate whenever possible with the Avandia-related multidistrict litigation proceedings established in the Eastern District of Pennsylvania, pending before the Honorable Cynthia M. Rufe, captioned *In re Avandia Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 1871 ("the MDL"). General liability discovery in the Philadelphia Avandia Program should be conducted whenever

¹ As used herein, "Avandia" is intended to refer collectively to Avandia, Avandamet®, and Avandia®. COPIES SENT PURSUANT TO Pa.R.C.P. 236(b)

SEP 8 2008

FIRST JUDICIAL DISTRICT OF PA
USER I.D. _____

possible with discovery in the MDL, understanding that there may be required state specific discovery not contemplated at this time.

2. All general discovery documents that have been or will be produced by GSK to the Plaintiff's Steering Committee in the MDL will be provided to Plaintiffs' Liaison Counsel in this Litigation subject to entry of the Protective Order Regarding Confidential Discovery Materials ("Protective Order") (attached hereto as Exhibit "B").

3. Plaintiffs' Liaison Counsel shall maintain electronic discovery documents on the servers of Anapol Schwartz. Provisions will be made for other plaintiffs' counsel to review documents at Anapol Schwartz.

4. Upon request, Plaintiffs' Liaison Counsel shall make selected copies of any general discovery documents produced by GSK to any attorney representing a plaintiff in the Avandia Program provided said attorney has agreed to the Protective Order to be entered in this case.

III. PLAINTIFF'S FACT SHEETS

1. Each plaintiff who took Avandia or the duly authorized representative of a patient who took Avandia shall complete and serve upon GSK a Plaintiff's Fact Sheet ("PFS") and Authorizations for Release of Records ("Authorizations") of all healthcare providers and other sources of information and records (e.g., pharmacies, employers, etc.) in the form set forth in Attachment "A." Each plaintiff shall also produce with his/her PFS all documents in his or her possession responsive to the document requests contained therein.

2. Plaintiffs in cases that were filed before the entry of this Order shall provide a complete and verified PFS, signed and dated Authorizations and all responsive documents within sixty (60) days of the entry of this Order.

3. Plaintiffs in cases that become part of the Avandia Program after the entry of this Order shall provide a complete and verified PFS, signed and dated Authorizations and all responsive documents within sixty (60) days of the date of filing any pleading that commences the action, including a Writ of Summons or, when available, a Short-Form Complaint.

Counsel for GSK shall provide the form-fillable Portable Document Format (“PDF”) version of the PFS and Authorizations to Plaintiffs’ Liaison Counsel. Plaintiffs shall serve an electronic copy of the form-fillable PDF version of the PFS via one of two methods: (a) by sending the form-fillable PDF via email at this account maintained by GSK’s Liaison Counsel:

PH_AVANDIAPFS@pepperlaw.com ; or (b) by mailing via first class mail or overnight delivery service a CD-ROM or DVD-ROM containing the form-fillable PDF version of the PFS to GSK’s Liaison Counsel Pepper Hamilton LLP, c/o Nina M. Gussack. In either case, Authorizations shall be simultaneously served and provided in hardcopy format.

4. Authorizations may be provided by the plaintiff in one of two ways:

(a) Authorizations may be signed “in blank” (that is, without setting forth the identity of the custodian of the records or provider of care). Plaintiff may elect to leave the authorizations undated. GSK may provide the authorizations to the record retrieval vendor (“vendor”) engaged for the Avandia Program (vendor to be mutually agreed upon by the parties). The vendor may use the authorizations for all healthcare providers and other sources of information and records (e.g., pharmacies, employers, etc.) identified in the PFS, without further approval of plaintiff’s counsel, except as noted herein. The vendor shall notify the parties at the time records are ordered. GSK shall not use blank authorizations to obtain mental health records, including psychiatric and/or psychological records, without first notifying plaintiff’s counsel in writing of their intent to do so. Plaintiffs agree that GSK is entitled to request mental

health records in cases alleging emotional distress. If plaintiff's counsel objects to providing such records, then plaintiff must object within a five (5) day period. If the parties cannot resolve the issue, plaintiff shall file a motion for protective order within ten (10) days after the expiration of the five (5) day period. Providing those executed authorizations pursuant to this paragraph shall constitute a waiver of any notice of subpoenas required under the Pennsylvania Rules of Civil Procedure or other applicable rule or law for all healthcare providers and other sources of information and records identified in the PFS; or

(b) Authorizations may be signed and limited to specific providers (i.e., setting forth the identity of the custodian of the records or provider of care). Plaintiff may elect to leave the authorizations undated. These Provider-Specific Authorizations must be provided for each and every healthcare provider, pharmacy, employer, or other source of records listed in the PFS and must be served at the time the PFS is served. If provider-specific authorizations are provided, the vendor need not notify plaintiff's counsel of its intent to seek records. Providing those executed authorizations pursuant to this paragraph shall constitute a waiver of any notice of subpoenas required under the Pennsylvania Rules of Civil Procedure or other applicable rule or law for all healthcare providers and other sources of information and records identified in the PFS.

5. If GSK wishes to use an authorization to obtain records from a source that is not identified in the Fact Sheet, GSK shall provide the plaintiff's counsel for that particular case with five (5) business days written notice (by facsimile or e-mail) of the intent to use an authorization to obtain records from that source.

(a) If plaintiff's counsel fails to object to the request within the five (5) day period, GSK may use the previously provided "blank" authorization (option of paragraph

5(a)) to request the records from the source identified in the notice. If plaintiff's counsel objects in writing to the use of the authorization to obtain records from the source identified in the notice within the five (5) day period, plaintiff's counsel and GSK's counsel shall meet and confer in an attempt to resolve the objection. If counsel are unable to resolve the objection, GSK shall file a Motion to Compel within ten (10) days after it is determined that the parties cannot resolve the issue.

(b) If no "blank" authorization was provided by plaintiff, then plaintiff must provide the requested authorization within five (5) days of receipt of a request for an authorization for a particular provider. If plaintiff's counsel objects to providing a provider-specific authorization within the five (5) day period, plaintiff's counsel and GSK's counsel shall meet and confer in an attempt to resolve the objection. If counsel are unable to resolve the objection, GSK may file a motion to compel within ten (10) days after it is determined that the parties cannot resolve the issue.

6. Plaintiff's responses to the PFS shall be treated as answers to interrogatories under Pa.R.C.P. 4006 and responses to requests for production of documents under Pa.R.C.P. 4009.12 and shall be supplemented in accordance with Pa.R.C.P. 4007.4.

IV. Dismissal Procedure and Sanctions for Plaintiff's Failure to Provide a Complete and Accurate Plaintiff's Fact Sheet.

1. Within each submitted PFS, each plaintiff shall meet the following threshold criteria ("the Threshold Criteria") by furnishing to GSK in the PFS:

(a) Full name of person who used Avandia, Avandamet, and/or Avandaryl;

(b) Date of birth of person who used Avandia, Avandamet, and/or Avandaryl;

- (c) Social Security number of person who used Avandia, Avandamet, and/or Avandaryl;
- (d) Full address of person who used Avandia, Avandamet, and/or Avandaryl;
- (e) Full name and full address of Avandia, Avandamet, and/or Avandaryl Prescriber(s) (including suite number, if any) and any physician who treated plaintiff's injury;
- (f) Full name and full address (including suite number, if any) of Avandia, Avandamet, and/or Avandaryl Sample Provider(s) (if any);
- (g) Name and full address of any pharmacy that dispensed Avandia, Avandamet, or Avandaryl to the person who used Avandia, Avandamet, or Avandaryl;
- (h) Dates of plaintiff's Avandia, Avandamet, and/or Avandaryl usage (month/year started to month/year stopped);
- (i) Type of injury claimed by plaintiff (death, ischemic-related cardiac event, stroke, macular edema, bone fractures, other (please specify));
- (j) Date (month and year) of plaintiff's injury; and
- (k) Fully executed Authorizations for the release of plaintiff records, provided as described hereinabove for each healthcare provider required to be identified.

2. To the extent that any item in Paragraph 1 is inapplicable to a plaintiff, or a plaintiff does not possess the information requested by Paragraph 1, plaintiff shall make a definitive statement that such information is either not applicable or not known, and such responses shall be treated as answers to interrogatories under Pa.R.Civ.P. 4006.

3. Upon receipt of a PFS, GSK may send by email and first class mail a written notice to plaintiff's counsel enumerating any deficiencies in plaintiff's response to the PFS and authorizations ("Deficiency Notice"). Defendant shall clearly distinguish between Threshold Deficiencies (incomplete or insufficient responses regarding the Threshold Criteria outlined in Paragraph 1, above) and Non-Threshold Deficiencies (incomplete or insufficient responses for all other parts of the PFS). Total failure to provide a PFS on a timely basis shall be deemed a Threshold Deficiency and shall warrant the generation of a Deficiency Notice.

(a) Procedure for Threshold Deficiencies.

(1) Plaintiffs shall have thirty (30) days from receipt of a Deficiency Notice to cure any Threshold Deficiencies by supplementing the PFS and furnishing any missing authorizations.

(b) If a plaintiff fails to cure any Threshold Deficiencies in the manner described hereinabove, then in accordance with this Order and sanctions allowable under Pa. R. Civ. P. 4019, GSK may file a motion to dismiss without prejudice, without further notice to plaintiff's counsel. Plaintiff shall have twenty (20) days from the filing of the motion to dismiss to file its opposition. Any such opposition must include a certification that the plaintiff has served upon counsel for GSK a PFS containing the Threshold Criteria (and all the required authorizations identified in its instructions), and must attach appropriate documentation demonstrating such service. Absent such opposition, GSK's motion to dismiss without prejudice shall be granted.

(c) Procedure for Non-Threshold Deficiencies

(1) For any Non-Threshold deficiencies enumerated by GSK in a Deficiency Notice, the parties shall meet and confer in an attempt to resolve these issues

informally. In the event the parties are unable to resolve these issues informally, GSK may file a Motion to Compel Discovery seeking a more definitive answer to the Non-Threshold Deficiencies. If the Court grants GSK's motion to compel in whole or in part, Plaintiff shall comply. If Plaintiff fails to comply with the order granting the Motion to Compel, GSK may file a motion for appropriate sanctions, including dismissal of the case without prejudice.

4. GSK may subsequently file a motion to convert any dismissal without prejudice to a dismissal with prejudice on twenty (20) days notice to plaintiff's counsel. Plaintiff shall have twenty (20) days from the filing of the motion to dismiss to file its opposition. No other extensions will be granted, except upon good cause shown. Absent good cause shown, and pursuant to the Court's authority to order appropriate sanctions under Pa. R. Civ. P. 4019, the Court shall dismiss plaintiff's case with prejudice for failure to provide a Complete and Accurate Fact Sheet in the manner set forth hereinabove.

V. GSK'S CASE-SPECIFIC PROFILE PRODUCTION

1. The obligations of GSK under this paragraph shall become due only for those plaintiffs who have provided the Threshold Criteria by the deadlines set forth hereinabove. GSK shall produce a Case-Specific Profile ("CSP") in the manner described below sixty days prior to any scheduled case-specific deposition. Plaintiffs may waive the sixty-day requirement in individual cases by agreement with GSK's Liaison Counsel.

2. GSK shall serve CSPs and any underlying load file(s) via Federal Express on CD-ROM, DVD-ROM, or other suitable form of media storage to individual plaintiff's Counsel of Record and Plaintiffs' Liaison Counsel.

3. Each CSP production shall include, if available, the following Avandia-related information for the time period starting three (3) months prior to the prescriber's first

identifiable prescription to plaintiff of Avandia and ending with the last day of the month of the last identifiable prescription by this prescriber (the “prescription period”):

- (a) “Dear Doctor” and “Dear Healthcare Provider” letters issued by GSK;
- (b) Information concerning any samples of Avandia, Avandamet or Avandaryl left with the prescriber;
- (c) Call notes reflecting calls on the prescribing physician by GSK sales representatives for Avandia, Avandamet or Avandaryl;
- (d) Information concerning payments made by GSK, including any grants for research, to the prescriber for any speaking engagements or research conducted relating to Avandia, Avandamet or Avandaryl;
- (e) Information relating to or documenting the prescriber’s service as a Key Opinion Leader, Thought Leader, or other consultant for GSK;
- (f) Information identifying Avandia-related publications written by the prescriber about Avandia, Avandamet or Avandaryl;
- (g) Information reflecting participation of the prescriber as a speaker on behalf of GSK;
- (h) Information from the GSK Response Center reflecting requests by the prescriber for information about Avandia; and
- (i) Any adverse event report for plaintiff, to the extent a search of GSK’s adverse event database, OCEANS, results in the identification of an adverse event report relating to plaintiff, other than a report resulting from plaintiff’s legal action against GSK.

4. The responses contained within a CSP shall be treated as discovery responses under the Pennsylvania Rules of Civil Procedure.

VI. ADDITIONAL CASE-SPECIFIC WRITTEN DISCOVERY

1. No further written discovery shall be served by any party without further Order.

VII. PLAINTIFFS' LONG AND SHORT FORM COMPLAINTS

1. Paragraph 1 of Plaintiffs' General Master Long-Form Complaint and Jury Demand, filed on July 23, 2008, is hereby deemed amended to read as follows:

This is a Master Complaint filed on behalf of plaintiffs who took Avandia. All allegations pleaded herein are deemed pleaded in any "Short-Form" Complaint hereafter filed. Every plaintiff who uses this Master Long Form Complaint and any Short Form Complaint based hereon proposes that Pennsylvania substantive law applies.

All other allegations in Paragraph 1 of Plaintiffs' General Master Long-Form Complaint and Jury Demand are stricken.

2. The court shall make a choice-of-law determination for each case at the appropriate time at the request of any party.

3. After the conclusion of Threshold Discovery, Plaintiffs may move the Court to amend the Master Long Form Complaint, and GSK reserves the right to oppose such a request.

4. Plaintiffs' Short Form Complaint shall incorporate the factual allegations and counts of Plaintiffs' Master Long-Form Complaint. Any plaintiff may add counts to the Short Form Complaint but shall be required to make an explicit statement regarding the state whose substantive law is proposed to govern.

5. With respect to plaintiffs who are not residents of Philadelphia, or who were not prescribed Avandia in Philadelphia, GSK reserves the right to file a motion to dismiss on *forum non conveniens* grounds, or a motion for change of venue, at any time before trial.

VIII. DEPOSITIONS

1. Non-case specific depositions.

(a) Non-case specific Avandia depositions taken in other state actions or the MDL shall be deemed to have been taken in the Pennsylvania Avandia Program. Plaintiffs reserve the right to seek additional, non-duplicative, non-case-specific depositions and GSK reserves the right to object to such depositions.

2. Threshold Deposition Plan.

(a) For the purposes of efficient discovery of these cases, fact witness depositions shall be limited to “Threshold Discovery” absent further Order permitting additional depositions. Threshold Discovery may include in each case the depositions of: (i) plaintiff; (ii) plaintiff’s spouse or significant other; (iii) plaintiff’s prescribing healthcare providers (physicians and nurse practitioners); (iv) treating physicians (limit of two) who provided significant care related to the plaintiff’s alleged injuries; (v) two other physicians who rendered substantial medical care to plaintiff (primary care physician and endocrinologist, for example); and (vi) up to two GSK sales representatives who called on plaintiff’s prescribing healthcare providers. For any case in which the alleged injury includes death, Threshold Discovery shall also include the depositions of any statutory beneficiaries of the decedent and medical personnel who examined the decedent (*e.g.*, coroners and pathologists).

(b) Depositions of plaintiffs (and plaintiffs’ spouses or significant others) shall be conducted in Philadelphia, Pennsylvania whenever practicable.

3. The parties are directed to meet and confer regarding an appropriate deposition protocol and schedule to implement the Threshold Deposition Plan outlined above, and will report to the Court on their progress at a later date.

IX. CONFIDENTIALITY

1. Discovery shall be subject to the terms of the agreed Protective Order Regarding Confidential Information to be entered in this case. No party shall be obligated to provide discovery contemplated in this Order without an agreed-upon Protective Order in effect.

X. THRESHOLD DISCOVERY DEADLINES

1. For all cases filed prior to the date of this Order, Threshold Discovery shall be completed no later than sixteen months after the filing of plaintiffs' Master Complaint. For all cases filed after the date of this Order, Threshold Discovery shall be completed no later than sixteen months after the commencement of the action by filing either a Writ of Summons or a Short Form Complaint, whichever is later.

XI. EXPERT DISCOVERY AND TRIAL SCHEDULING

1. The parties will report to the Court regarding an expert discovery plan and a proposal regarding trial scheduling.

BY THE COURT:



Allan Tereshko, J.
Coordinating Judge
Complex Litigation Center

Date: September 4, 2008

**IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733**

THIS RELATES TO:

Case No. _____

Plaintiff: _____

(name)

**AVANDIA®
PLAINTIFF FACT SHEET**

Each plaintiff who suffered personal injury as a result of taking AVANDIA®, AVANDARYL®, and/ or AVANDAMET®, hereinafter collectively referred to as Avandia, must complete this Fact Sheet. In completing this Fact Sheet, you are under oath and must provide information that is true and correct to the best of your knowledge. If you cannot recall all of the details requested, please provide as much information as you can. As to healthcare providers, please include name, address, and telephone number in the section entitled "Medical Providers and Other Sources of Information" herein. You must supplement your responses if you learn that they are incomplete or incorrect in any material respect. This Fact Sheet is being completed with the assistance of counsel.

If you are completing the Fact Sheet for someone who has died or who cannot complete the Fact Sheet him/herself, please answer as completely as you can for that person. Please attach as many sheets of paper as necessary to fully answer these questions.

I. CASE INFORMATION

A. Please state the following for the civil action that you filed:

1. Case caption: _____
2. Civil Action Number: _____
3. Court in which action was originally filed: _____
4. Your attorney:
Name: _____
Firm: _____
Address: _____

Telephone Number: _____ Fax Number: _____
E-mail Address: _____

B. If you are completing this Fact Sheet in a representative capacity (e.g., on behalf of the estate of a deceased person or a minor), please complete the following:

1. Maiden or other names you have used or by which you have been known and dates you used those names:

2. Your Current Address:

3. The individual or estate you are representing, and in what capacity you are representing the individual or estate:

Individual/Estate You Represent: _____
Capacity: _____

4. If you were appointed as a representative by a court, state the:

Court Which Appointed You: _____
Date of Appointment: _____

5. What is your relationship to the individual or decedent you represent?

6. If you represent a decedent's estate, state:

Date of Death: _____
Place Where Decedent Died: _____

THE REMAINDER OF THIS FACT SHEET REQUESTS INFORMATION ABOUT THE PERSON WHO USED AVANDIA®. IF YOU ARE COMPLETING THIS FACT SHEET FOR SOMEONE ELSE, PLEASE ASSUME THAT "YOU" MEANS THE AVANDIA® USER

II. CLAIM INFORMATION

- A. Do you claim that you suffered bodily injury as a result of taking AVANDIA®?
Yes _____ No _____ If Yes, please answer the following:
1. What bodily injury/injuries do you claim resulted from your use of AVANDIA®?

 2. When is the first time you saw a health care provider for any of the symptoms you link to your alleged injury?

 3. Are you currently experiencing symptoms related to your alleged injury? Yes _____
No _____

If yes, describe symptoms: _____

 4. Did you see a doctor, clinic or healthcare provider for the bodily injuries or illness listed above?

_____ **Yes** _____ **No** _____ **I don't know**

If **Yes**, who: _____

[The full name and address of this, and other doctors, clinics or healthcare providers must be provided in Section X of this Fact Sheet]

5. Who diagnosed your injury? _____

6. Date of diagnosis? _____
Your age at diagnosis: _____

7. Were you hospitalized? _____
Yes _____ **No** _____ If **Yes**, please answer the following:

a. Date of hospital admission: _____

b. Date of discharge: _____

c. Hospital name and address: _____

8. What harm or consequences do you claim you suffered as a result of the injury?

B. 1. Did you ever suffer this type of bodily injury before the date set forth in answer to the prior question?

_____ **Yes** _____ **No**

If **Yes**, when and who diagnosed the condition at the time? _____

2. Do you claim that AVANDIA® worsened a previously existing injury/ condition?
Yes _____ **No** _____ If **Yes**, set forth the injury/ condition, whether or not you had already recovered from that injury/ condition before you took AVANDIA®, and, if so, the date you previously recovered from the injury/ condition:

3. Have you had any discussions with any doctor or other healthcare provider about whether AVANDIA® contributed to your bodily injury or illness?
_____ **Yes** _____ **No** _____ **I don't recall**

If **Yes**, who: _____

C. Are you claiming mental and/or emotional injury as a result of taking AVANDIA®?
Yes _____ **No** _____ If **Yes**, what mental and/or emotional injury do you claim resulted from your use of AVANDIA®?

If **Yes**, for each healthcare provider (including but not limited to primary care physicians, psychiatrists, psychologists, and/or counselors) from whom you have sought treatment for psychological, psychiatric or emotional problems, as a result of taking AVANDIA®, state the following:

Name	Address	Condition treated	Dates treated	Medications prescribed

D. Are you making a claim for lost wages or lost earning capacity?
Yes _____ **No** _____ If **Yes**, state the annual gross income you derived from your employment for three (3) years before and after your injury:

E. Are you are making a claim for out of pocket expenses as a result of taking AVANDIA®?
 _____ **Yes** _____ **No**

If **Yes**, please describe the amount and what the expenses were for: _____

III. AVANDIA® PRESCRIPTION INFORMATION

A. Prescriber and Pharmacy Information:

1. Who prescribed AVANDIA® for you? _____

2. Name of pharmacies where prescriptions were filled (please provide addresses in Section X): _____

3. For what condition were you prescribed AVANDIA®: _____

B. Identify the following for each period of time during which you took AVANDIA®

Medication: (Avandia, Avandamet, Avandaryl)	Dosage (2 mg, 4 mg or 8 mg)	How often per day	Date Started	Date Stopped

C. Did you receive any samples of AVANDIA®?
Yes _____ **No** _____ If **Yes**, please state the following:

1. Who provided the samples? _____
2. When were samples provided? _____
3. Did you propose to any healthcare provider that he or she prescribe you AVANDIA® **Yes** _____ **No** _____

If **Yes**, which healthcare provider(s): _____

D. Instructions or Warnings: Did you receive any written and/or oral information about AVANDIA®? **Yes** _____ **No** _____ **I don't recall** _____

If **Yes**, please specify: _____

Information Received	Written or Oral	When Received	From Whom Received

E. Have you ever visited a website, chat-room, message board or other electronic forum containing information or discussion about AVANDIA®?

Yes _____ **No** _____ **I don't recall** _____

If **Yes**, please provide the names of the website(s): _____

IV. MEDICAL BACKGROUND

A. Height: _____

B. Weight immediately before first AVANDIA® use: _____

C. Weight at time of injury: _____

D. Current Weight: _____

E. During the 5 years prior to your alleged injury, did you engage in any regular exercise?

Yes _____ No _____

If **Yes**: a. Type of exercise _____

b. How often (# of times per week) _____

F. After your alleged injury, have you engaged in any regular exercise? **Yes** _____ **No** _____

If **Yes**: a. Type of exercise _____

b. How often (# of times per week) _____

G. Has any healthcare provider advised you to follow a restricted diet? **Yes** _____ **No** _____

If **Yes**, describe the nature of the dietary restrictions and the date of advice regarding diet _____

H. Tobacco Use History: Check the answer and fill in the blanks applicable to your history of tobacco use, including cigarettes, cigars, pipes, and/ or chewing tobacco/ snuff.

_____ I have never used tobacco.

_____ I used tobacco in the past

Date tobacco use started: _____ Date tobacco use ceased: _____

Amount used: on average _____ per day for _____ years

_____ I currently use tobacco

Date tobacco use started: _____

Amount currently using: on average _____ per day for _____ years

_____ I have used different amounts of tobacco at different times (please identify type (s) of tobacco used and dates of use below).

I. Alcohol Consumption: Did you drink alcohol (beer, wine, etc.) in the three years before your alleged injury? **Yes** _____ **No** _____

If Yes, fill in the appropriate blank with the number of drinks that best represents your average alcohol consumption during that time: _____ drinks per week; _____ drinks per month; _____ drinks per year; or

Other (describe): _____

J. Illicit Drugs: Have you used (even one time) any illicit drugs of any kind within five (5) years before, or at any time after, your time AVANDIA® related injury?

Yes _____ **No** _____ If **Yes**, identify the substance (s) and your first and last use:

K. Within the five (5) days leading up to your injury, had you undergone any surgery?

Yes _____ **No** _____ If **Yes**, identify the surgery:

L. At the time of your injury, were you performing any strenuous activity in which you did not routinely engage?

Yes _____ **No** _____ If **Yes**, please describe:

M. For **women** only: within the month leading up to your injury, were you using either birth control pills or hormone replacement therapy?

Yes _____ **No** _____ If **Yes**, please describe:

N. To the best of your knowledge, have you, or any blood-relative family member (child, parent, brother, sister, or grandparent), ever experienced or been diagnosed with any of the following conditions? Please select **Yes** or **No** for each condition. For each condition for which you answer **Yes**, please identify who suffered the condition, you or a relative, and please provide the relative's name and relationship to you. If you suffered the condition, please provide the additional information requested in the table following this chart:

Condition Experienced or That Was Diagnosed	Y	N	Who Suffered Condition: You or Relative
1. DIABETES CONDITIONS / DISEASES			
a. Diabetes (Type 1)			
b. Diabetes (Type 2)			
c. Diabetic Coma			
d. Diabetic ketoacidosis (DKA)			
e. Gestational Diabetes			
f. Glycosuria/glucosuria (sugar in urine)			
g. Hyperglycemia (high blood sugar)			
h. Hyperinsulinism (excessive amount of Insulin)			
i. Hypoglycemia (low blood sugar)			
j. Impaired fasting glucose, pre-diabetes			
k. Insulin resistance			
l. Ketonemia (ketones in blood)			
m. Ketonuria (ketones in urine)			
n. Metabolic syndrome			
o. Polydipsia (excessive thirst)			
p. Polyphagia (excessive hunger or appetite)			
q. Polyuria (excessive urine output)			
2. CARDIOVASCULAR CONDITIONS/DISEASES			
a. Acute Coronary Syndrome (ACS)			
b. Aneurysm			
c. Angina (including stable angina, unstable angina and variant angina)			
d. Arteriosclerosis/atherosclerosis (hardening, narrowing or blocking of arteries), atherosclerotic heart disease			
e. Arteriovenous malformation (AVM)			
f. Arrhythmia, abnormal heart rhythm, irregular heartbeat, bradycardia, tachycardia, atrial fibrillation, ventricular fibrillation			
g. Blood clots, blood disorders			
h. Cardiac hypertrophy (enlarged heart)			
i. Cardiomyopathy			
j. Cardiovascular disease or death			
k. Carotid artery disease			
l. Cerebrovascular disease (stroke), brain attack, hemorrhagic stroke, ischemic stroke, intracranial hemorrhage, subarachnoid hemorrhage			
m. Chest pain/pressure			
n. Congenital heart abnormality or condition			
o. Congestive heart failure (CHF), heart failure			
p. Coronary artery disease, coronary heart disease			

Condition Experienced or That Was Diagnosed	Y	N	Who Suffered Condition: You or Relative
q. Hypertension (high blood pressure), hypertensive crisis			
r. Ischemia, myocardial ischemia			
s. Myocardial Infarction (heart attack)			
t. Peripheral vascular disease, poor circulation			
u. Plasma volume expansion			
v. Systolic dysfunction, diastolic dysfunction			
w. Transient Ischemic Attack (TIA)(mini-stroke)			
x. Valvular heart disease, heart valve problem, mitral regurgitation			
y. Vascular disease			
3. CHOLESTEROL/LIPID CONDITIONS			
a. Abnormal cholesterol, high cholesterol			
b. Elevated triglycerides, hypercholesterolemia, hyperlipidemia			
4. EYE DISEASES/CONDITIONS			
a. Blurred vision			
b. Macular edema, retinopathy			
5. KIDNEY DISEASES/CONDITIONS			
a. Kidney disease, kidney failure, renal failure			
b. Nephropathy, albuminuria, proteinuria			
6. PULMONARY (lung) DISEASES			
a. Chronic Obstructive Pulmonary Disease (COPD)			
b. Dyspnea (difficult breathing), shortness of breath			
c. Lung ailments (lung disease, cor pulmonale, emphysema, asthma)			
d. Pulmonary embolism, Deep Vein Thrombosis (DVT)			
e. Pulmonary Hypertension, pulmonary arterial hypertension, primary pulmonary hypertension			
7. OTHER DISEASES			
a. Alcoholism/drug addiction			
b. Allergic reaction to medication			
c. Autoimmune disease			
d. Biliary tract disease			
e. Bone fractures			
f. Cancer			
g. Eating disorders (anorexia, bulimia)			
h. Edema, fluid retention, water retention, ankle swelling			
i. Gastrointestinal problems (ulcers, heartburn, GERD)			
j. Lactic acidosis			
k. Liver disease (including hepatocellular or cholestatic disorder)			
l. Metabolic acidosis			
m. Migraine headaches			
n. Mumps			
o. Neuropathy, peripheral neuropathy			
p. Obesity			

- O. For each condition for which you answered **Yes** as to **you** in the previous chart, please provide the information requested below (attach additional sheets as needed):

Condition Experienced	Date of Onset	Medication/ Treatment	Treating Physician

V. DIABETIC CONDITION

- A. Have you been diagnosed with diabetes? Yes _____ No _____
1. How old were you (age) _____, and when were you diagnosed with diabetes? _____
2. What type of diabetes were you diagnosed with?
 _____ Type I or insulin dependent _____ Type II or non-insulin dependent
 _____ Type II treating with insulin _____ Other (describe) _____
- B. By whom first diagnosed?

 Name _____
- C. Which medications used to treat diabetes have you taken? (If you do not know or do not recall, please indicate in the appropriate column)

Medication	Yes/ No/ Do Not Recall	Dosage	Date First Taken	Date Last Taken
1. Glitazones (other than AVANDIA®)				
Actos	Yes ___ No ___ Do not Recall ___			
Rezulin	Yes ___ No ___ Do not Recall ___			
2. Biguanides				
Glucophage	Yes ___ No ___ Do not Recall ___			
Metformin	Yes ___ No ___ Do not Recall ___			
Fortamet	Yes ___ No ___ Do not Recall ___			
3. Alpha-glucosidase Inhibitors				
Glyset	Yes ___ No ___ Do not Recall ___			
Precose	Yes ___ No ___ Do not Recall ___			

Medication	Yes/ No/ Do Not Recall	Dosage	Date First Taken	Date Last Taken
4. Meglitinides				
Prandin (Repaglinide)	Yes___ No___ Do not Recall___			
Starlix (Nateglinide)	Yes___ No___ Do not Recall___			
5. Insulin				
Lispro (Humalog)	Yes___ No___ Do not Recall___			
Regular	Yes___ No___ Do not Recall___			
Premixed	Yes___ No___ Do not Recall___			
Ultralente	Yes___ No___ Do not Recall___			
NPH or Lente	Yes___ No___ Do not Recall___			
Glargine/ Lantus	Yes___ No___ Do not Recall___			
Glulinine	Yes___ No___ Do not Recall___			
Levemir (Detemir)	Yes___ No___ Do not Recall___			
6. Sulfonylureas				
Amaryl (Glimepiride)	Yes___ No___ Do not Recall___			
DiaBeta (Glyburide)	Yes___ No___ Do not Recall___			
Dymelor	Yes___ No___ Do not Recall___			
Glucotrol (Glipizide)	Yes___ No___ Do not Recall___			
Glucotrol XL	Yes___ No___ Do not Recall___			
Glynase PresTab	Yes___ No___ Do not Recall___			
Micronase	Yes___ No___ Do not Recall___			
Orinase	Yes___ No___ Do not Recall___			
Tolinase	Yes___ No___ Do not Recall___			
Other (specify)	Yes___ No___ Do not Recall___			
7. Amylin Mimetics				
Symlin (Pramlintide)	Yes___ No___ Do not Recall___			
8. DPP-4 Inhibitors				
Januvia (Sitagliptin)	Yes___ No___ Do not Recall___			
9. Incretin Mimetics				
Byetta (Exenatide)	Yes___ No___ Do not Recall___			
10. Other (specify)				
	Yes___ No___ Do not Recall___			

VI. CARDIOVASCULAR CONDITION

A. Please indicate whether you have ever received any of the following treatments or procedures and provide the requested information about each.

1. **Cardiovascular Surgeries.** This includes but is not limited to open heart/ bypass surgery, CABG, pacemaker or defibrillator implantation, stent placement, vascular surgery, angioplasty, IVC filter placement, carotid (neck artery) surgery, or valve replacement.

Yes _____ No _____ I don't recall _____ If Yes, please specify:

Surgery	Condition	Date	Treating Physician	Hospital

2. Treatment for heart attack, angina (chest pain), or lung ailments (other than as described in your response to question 1 above):

Yes _____ No _____ I don't recall _____ If Yes, please specify:

Treatment	Date	Treating Physician	Hospital

3. **Cardiovascular Diagnostic Tests.** This includes but is not limited to stress test, PET scan, MUGA scan, Pulmonary Function test, ADA risk test, C-reactive protein (CRP), chest X-ray, angiogram/ catheterization, CT scan, MRI, EKG, echocardiogram, TEE (trans-esophageal echo), endoscopy, lung bronchoscopy, carotid duplex/ ultrasound, MRI/MRA of the head/ neck, angiogram of the head/ neck, CT scan of the head, bubble/ microbubble study, and Holter monitor.

Yes _____ No _____ I don't recall _____ If Yes, please specify:

Diagnostic Test	Reason for Test	Date	Treating Physician/ Hospital	Result of Diagnostic Test

VII. MEDICATION

- A. Using the table below, please circle/underline those medications that you have taken in the past 10 years and provide the dates you took the medication, the doctor(s) who prescribed it, and the pharmacy where the prescription was filled.

Medication	Dates Taken	Prescribing Doctor	Pharmacy Where Obtained
1. BETA BLOCKERS: Acebutolol (Sectral); Atenolol (Tenormin); Bisoprolol (Zebeta); Carvedilol (Coreg); Esmolol (Brevibloc); Labetalol (Normodyne, Trandate); Metoprolol (Lopressor, Toprol XR); Propanolol (Inderal); Other beta blockers (please specify)			
2. CORTICOSTEROIDS: Prednisolone (Prednisolone, Medrol, Prelone); Prednisone (Deltasone, Prednicen-M, Sterapred); Triamcinolone (Aristocort, Kenacort); Other corticosteroids (please specify)			
3. INJECTABLE CONTRACEPTIVES: Medroxyprogesterone (Depo-Provera); Medroxyprogesterone and estradiol (Lunelle); Other injectable contraceptives (please specify)			

4. THIAZIDE DIURETICS AND RELATED DIURETICS: Chlorothiazide (Diuril, HydroDiuril); Hydrochlorothiazide (Microzide); Indapamide; Metolazone (Mykrox, Zaroxilyn); Polythiazide (Renese); Other thiazide or thiazide-related diuretics (please specify)			
5. PROTEASE INHIBITORS: Amprenavir (Agenerase); Indinavir (Crixivan); Lopinavir (Kaletra); Nelfinavir (Viracept); Ritonavir (Norvir); Saquinavir (Fortovase, Invirase); Other protease inhibitors (please specify)			
6. COX-2 INHIBITORS: Valdecoxib (Bextra); Celecoxib (Celebrex); Rofecoxib (Vioxx)			
7. STATINS: Lovastatin (Mevacor); Simvastatin (Zocor); Pravastatin (Pravachol); Fluvastatin (Lescol); Atorvastatin (Lipitor); Rosuvastatin (Crestor); Other statin medicine (please specify)			
8. NITRATES: Glyceryl trinitrate (nitroglycerine) (Anginine tablets, Glytrin Spray, Minitran patches, Nitrocor patches, Nitro-Dur patches, Nitroderm TTS patches, Nitroderm TTS patches, Nitrolingual pump spray, Rectogesic ointment, Transiderm-Nitro patches); Sodium Nitroprusside Isosorbide Mononitrate (Corangin, Duride, Imdur Durules, Imtrate SR, ISMO 20, Isomonit, Monodur); Isosorbide Dinitrate (Coronex, Isordil, Sorbidin); Other nitrate medicine (please specify)			
9. ANTIPSYCHOTIC AGENTS: Aripiprazole (Abilify); Clozapine (Clozaril); Quetiapine (Seroquel); Risperidone (Risperdal); Amisulpride (Solian); Chlorpromazine (Thorazine); Haloperidol (Haldol); Olanzapine (Zyprexa); Perphenazine (Trilafon); Thiothixine (Navane); Trifluoperazine (Stelazine); Other antipsychotic agents (please specify)			
10. MOOD STABILIZERS: Carbamazepine (Tegretol, Epitol); Divalproex (Depakote); Lithium (Lithane, Lithobid, Lithonate, Lithotabs); Valproate (Depakene Syrup); Other mood stabilizers (please specify)			
11. ANTIDEPRESSANTS: Bupropion (Wellbutrin, Wellbutrin SR); Citalopram hydrobromide (Celexa); Clomipramine (Anafril); Despiramine (Norpramin); Doxepin (Sinequan); Fluoxetine (Prozac); Fluoxetine and olanzapine (Symbyax); Imipramine pamoate (Tofranil-PM); Mirtazpine (Remeron); Nefazadone (Serzone); Paroxetine (Paxil, Paxil CR); Protriptyline (Vivactil); Setraline (Zoloft); Trimipramine (Surmontil); Venlafaxine (Effexor, Effexor XR); Other antidepressants (please specify)			
12. ORAL CONTRACEPTIVES: Estrogen/Progestic combination pills (Brevicon, Levlen, Levora, Modican, Nelova, Nordette, Norethin, Norinyl, Ortho-Novum, Ovcon, Tri-Levlen); Progestin only pills (Mictonor, Nor-QD)			

- C. Please tell us whether you have regularly taken (for more than sixty (60) days) any other medications in the past ten (10) years, including over the counter medications and dietary supplements. If you answer **Yes** for any medication, please indicate whether you recall ever taking that medication on a daily basis for more than two months at a time and/or if you were taking the medication while also taking AVANDIA®.

Name of Medication	For What Condition	Daily Use for More than Two Months? (Yes or No)	Taking With Avandia? (Yes or No)

- D. Have you ever experienced any side effects while you were taking any of the medications identified in this section in the past ten (10) years?

Yes _____ No _____ If Yes, please state the following:

Name of Medication	Side Effects	Date(s) Experienced

VIII. PERSONAL INFORMATION

- A. Name: _____
- B. Maiden or other names by which you have been known and dates used:

- C. Current Address: _____

- D. How long have you been living at this address: _____
- E. Social Security Number: _____
- F. Date and City of Birth: _____
- G. Gender: Male _____ Female _____

H. If you have a driver's license, please provide the state of issuance and number: _____

I. List any prior addresses at which you have lived during the last ten (10) years, and the dates you resided at each one.

Prior Address	Dates

J. Please complete the following for each school you attended after High School, if applicable.

School Name	Address	Dates Attended	Diplomas or Degrees

K. Work Experience: Identify the following for each employer (including self-employment) you have had in the last ten (10) years:

Name of Employer	Address	Dates of Employment	Occupation/ Job Duties

L. Military Service: Have you ever served in the military, including the military reserve or National Guard? **Yes** _____ **No** _____

If **Yes**, were you ever rejected or discharged from military service for any reason relating to your physical condition? **Yes** _____ **No** _____

If **Yes**, state the condition for which you were rejected or discharged:

M. Insurance / Claim Information

1. Has any insurance or other company, or Medicare or Medicaid, provided medical coverage to you or paid medical bills on your behalf in the prior ten (10) years?

Yes _____ **No** _____ If **Yes**, please complete the following:

Name of Company or Governmental Agency	Address	Dates of Service

2. Have you applied for workers' compensation (WC) and/or social security disability (SSI or SSD) benefits in the last ten (10) years?

Yes _____ **No** _____ If **Yes**, please state the following:

Type of Claim: WC or SSI or SSDI	Year Application Filed	Agency Where Application Filed	Nature of Disability	Time Period of Disability

3. Have you filed a lawsuit or made a claim in the last ten (10) years, other than in the present suit, relating to any bodily injury?
 Yes _____ No _____ If Yes, please state the following:

Court in Which Suit Filed/ Claim Made	Case/ Claim Number	Nature of Claim and Injury

- N. As an adult, have you been convicted of, or plead guilty to, a felony and/or crime of fraud or dishonesty?
 Yes _____ No _____ If Yes, please set forth where, when, and the felony and/ or crime:

IX. FAMILY INFORMATION

- A. Marriage(s)

1. If you are or have ever been married, identify the following:

Spouse's Name	Date Married	Date of End of Marriage

2. Has your spouse filed a claim for loss of consortium in this action?
 Yes _____ No _____

- B. If you have children, please list each child's name and date of birth:

X. MEDICAL PROVIDERS AND OTHER SOURCES OF INFORMATION

A. Identify each doctor or other healthcare provider who has provided treatment to you in the past ten (10) years for any reason (attach additional sheets as needed).

Name	Address	Approximate Dates	Reason

B. Identify each hospital where you have had any surgical procedure during the last ten (10) years. Please also identify the surgical procedure performed and the physician that treated you.

Name of Hospital	Address	Admission Date(s)	Surgical Procedure	Name of Physician

- C. Identify each hospital, clinic, or healthcare facility where you have received inpatient or outpatient treatment or been admitted as a patient for any reason, other than surgery, during the last ten (10) years (attach additional sheets as needed).

Name	Address	Admission Date(s)	Reason for Admission

- D. Identify each pharmacy that has dispensed medication to you for any reason in the last ten (10) years (attach additional sheets as needed).

Name of Pharmacy	Address of Pharmacy

XI. DOCUMENTS

Please provide a copy of all your documents and things that fall in to the categories below, which are in your possession, or that you gave to your attorney. If you claim a legal privilege regarding any document or item listed below, please attach a privilege log to your Fact Sheet.

- A. Records and bills of physicians, hospitals, pharmacies, other healthcare providers, government agencies, insurance companies, or any other entities identified in response to this Fact Sheet.
- B. Decedent's death certificate (if applicable).
- C. Report of autopsy of decedent (if applicable).
- D. Letters of Testamentary or Letters of Administration relating to your status as plaintiff.
- E. Any copies of the packaging, including the bottle, box, and label for AVANDIA®.
- F. Prescriptions or receipts for AVANDIA®.

- G. If you are claiming lost wages or a loss of earning capacity, your W-2 forms and/ or 1099 forms for each of the years starting three (3) years prior to the time you allege you first suffered lost wages or a loss of earning capacity through the present.
- H. If you have been the claimant or subject to any workers' compensation, Social Security, or other disability proceeding, all documents relating to such proceeding for the prior ten (10) years.
- I. Copies of any documents that you obtained from any source (other than your lawyer) relating to Avandia, including, but not limited to, documents obtained from your physician, pharmacy, newspapers, magazines and the internet.
- J. Any electronic mail relating to Avandia.

XII. ACKNOWLEDGEMENT

By submission of this Fact Sheet, Claimant acknowledges that Claimant has an obligation to preserve materials (including, but not limited to, paper documents, electronically stored information, tissue samples and other biological evidence) relating to Claimant's claim. Claimant further acknowledges that Claimant is subject to this Court's jurisdiction, any of the Court's orders regarding preservation of documents, things or electronically stored information relevant to Claimant's claim, and any agreements negotiated with defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline regarding the preservation of such materials.

Signature: _____ Date: _____

XIII. AUTHORIZATIONS

Complete and sign the attached Authorizations for Release of Medical Records (HIPAA) and, if you are alleging a loss of earning capacity, the attached Authorization for Release of Employment Records (which includes workers' compensation (WC) records).

If you have filed a Social Security Disability claim, please complete and sign the attached Authorization directed to Social Security Disability.

DECLARATION

I declare under penalty of perjury subject to 18 Pa. C.S. § 4904 that all of the information provided in this Plaintiff Fact Sheet is true, complete and correct to the best of my knowledge, that I have supplied all the documents requested in "Documents." of this declaration, to the extent that such documents are in my possession, custody, or control, or in the possession, custody, or control of my lawyers, and that I have supplied the authorizations attached to this declaration. Further, I acknowledge that I must supplement my responses if I learn that they are incomplete or incorrect in any material respect.

Signature: _____ Date: _____

**IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733**

THIS DOCUMENT RELATES TO ALL ACTIONS

**LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA")**

TO: _____
Name of Healthcare Provider/Physician/Facility

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ **Social Security Number:** _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. To my healthcare provider: *This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.*

- All medication records, including inpatient, outpatient and emergency room treatment, all clinical charts, reports, order sheets, progress notes, nurse's notes, clinic records, treatment plans, admission records, discharge summaries, requests for and reports of consultations, documents, correspondence, test results, statements, questionnaires/histories, office and doctor's handwritten notes, and records received by other physicians.
- All autopsy, laboratory, histology, cytology, pathology, radiology, CT scan, MRI, echocardiogram and cardiac catheterization reports.
- All radiology films, mammograms, myelograms, CT scans, photographs, bone scans, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films/reels, and echocardiogram videos.
- All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
- All billing information, including insurance records and Medicare/Medicaid claims applications.

I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus

(HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at conclusion of individual plaintiff litigation. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the releaser indicate above.

This authorization does not apply to psychotherapy notes, psychiatric or psychological records.

A notarized signature is not required. 45 CFR 164.508. A facsimile or copy of authorization shall have same force as an original.

Signature of Patient or
Personal Representative

Witness Signature

Dated

Dated

Name of Patient or Personal Representative

Description of Personal Representative's
Authority to Sign for Patient (attach documents
which show authority)

This authorization is valid only for records from _____
Name of Healthcare Provider/Physician/Facility

**IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733**

THIS DOCUMENT RELATES TO ALL ACTIONS

**AUTHORIZATION FOR THE RELEASE OF MENTAL HEALTH RECORDS
PURSUANT TO 45 CFR 164.508(a)(2) (HIPAA)**

TO: _____
Name of Healthcare Provider/Physician/Facility

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ **Social Security Number:** _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. To my healthcare provider: This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.

- All psychiatric, psychological or other confidential records relating to my emotional or other psychiatric/psychological condition for the purpose of review and evaluation in connection with a legal claim. I expressly request that the designated records custodian of all covered entities under HIPAA identified above disclose full and complete protected medical information including the following:
 - All psychiatric/psychological records, including inpatient, outpatient and emergency room treatment, all clinical charts, reports, order sheets, progress notes, nurse's notes, clinic records, treatment plans, admission records, discharge summaries, requests for and reports of consultations, documents, correspondence, test results, statements, questionnaires/histories, records received by other physicians, pharmacy and prescription records, billing records and records of billing to third party payers and payment or denial of benefits.

This protected health information is disclosed for the following purposes: The currently pending litigation involving the person named above.

This authorization is given in compliance with 42 CFR 2.31, the restrictions of which have been specifically considered and expressly waived.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

Name of Representative

Representative Capacity (e.g. attorney, records requestor, agent, etc.)

Street Address

City, State and Zip Code

I acknowledge that I have the right to revoke this authorization by written notification to you at the above referenced address. However, I understand that any actions already taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions.

I acknowledge the potential for information disclosed pursuant to this authorization to be subject to redisclosure by the recipient and no longer be protected under 45 CFR 164.508.

I understand that the covered entity to whom this authorization is directed may not condition treatment, payment, enrollment or eligibility benefits on whether or not I sign the authorization.

Any facsimile, copy or photocopy of the authorization shall authorize you to release the records herein.

This authorization shall be in force and effect until two years from date of execution at which time this authorization expires.

I understand that the nature of this authorization is to authorize the release of my mental health records.

Signature of Patient or Personal Representative

Dated

Name of Patient or Personal Representative

Description of Personal Representative's Authority to Sign for Patient (attach documents which show authority)

Witness Signature

Dated

This authorization is valid only for records from _____
Name of Healthcare Provider/Physician/Facility

**IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733**

THIS DOCUMENT RELATES TO ALL ACTIONS

**LIMITED AUTHORIZATION TO DISCLOSE EMPLOYMENT INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA")
(Including Mental Health Records)**

TO: _____
Name

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ **Social Security Number:** _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.

- Copies of all applications for employment, unemployment benefits, resumes, records of all positions held, job descriptions of *positions* held, salary and/or compensation records, performance evaluations and reports, statements and comments of fellow employees, attendance records, W-2's, workers' compensation files; all hospital, physician, clinic, infirmary, psychiatric, nurse and dental records, x-rays, test results, physical examination records; any records pertaining to claims made relating to health, disability or accidents in which I was involved including correspondence, reports, claim forms, questionnaires, records of payments made to me or on my behalf, and any other records relating to my employment with the above-named institution, including records for treatment of psychological, psychiatric or emotional problems concerning

Name of Employee

whose date of birth is _____ and whose social security number is _____.
I understand that the information in my employment and unemployment records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or

human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

Name of Representative

Representative Capacity (e.g. attorney, records requestor, agent, etc.)

Street Address

City, State and Zip Code

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to your records custodian. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at conclusion of individual plaintiff litigation.

I understand that authorizing the disclosure of this employment and unemployment information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my employment and unemployment information, I can contact the releaser indicate above.

A notarized signature is not required. 45 CFR 164.508. A facsimile or copy of authorization shall have same force as an original.

Signature of Patient or
Personal Representative

Witness Signature

Dated

Dated

Name of Patient or Personal Representative

**Description of Personal Representative's
Authority to Sign for Patient (attach documents
which show authority)**

This authorization is valid only for records from _____
Name

DECLARATION

The undersigned, as the record requester named in the above authorization, hereby declares under the penalty of perjury pursuant to 18 Pa. C.S. § 4904, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact sheet; or, if the authorization is addressed to a third party not listed in Plaintiff's Fact Sheet, the attorney for the patient named has been given five (5) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved. The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.

IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733

THIS DOCUMENT RELATES TO ALL ACTIONS

LIMITED AUTHORIZATION TO DISCLOSE EMPLOYMENT INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA")
(Excluding Mental Health Records)

TO: _____
Name

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ Social Security Number: _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. *This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.*

- Copies of all applications for employment, unemployment benefits, resumes, records of all positions held, job descriptions of *positions* held, salary and/or compensation records, performance evaluations and reports, statements and comments of fellow employees, attendance records, W-2's, workers' compensation files; all hospital, physician, clinic, infirmary, nurse and dental records, x-rays, test results, physical examination records; any records pertaining to claims made relating to health, disability or accidents in which I was involved including correspondence, reports, claim forms, questionnaires, records of payments made to me or on my behalf, and any other records relating to my employment with the above-named institution.

Name of Employee

whose date of birth is _____ and whose social security number is _____.

I understand that the information in my employment and unemployment records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about treatment for alcohol and drug abuse.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

Name of Representative

Representative Capacity (e.g. attorney, records requestor, agent, etc.)

Street Address

City, State and Zip Code

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to your records custodian. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at conclusion of individual plaintiff litigation.

I understand that authorizing the disclosure of this employment and unemployment information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my employment and unemployment information, I can contact the releaser indicate above.

This authorization does not apply to psychotherapy notes, psychiatric or psychological records. A notarized signature is not required. 45 CFR 164.508. A facsimile or copy of authorization shall have same force as an original.

Signature of Patient or
Personal Representative

Witness Signature

Dated

Dated

Name of Patient or Personal Representative

Description of Personal Representative's
Authority to Sign for Patient (attach documents
which show authority)

This authorization is valid only for records from _____
Name

DECLARATION

The undersigned, as the record requester named in the above authorization, hereby declares under penalty of perjury, pursuant to 18 Pa. C.S. § 4904, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact sheet; or, if the authorization is addressed to a third party not listed in Plaintiff's Fact Sheet, the attorney for the patient named has been given ten (10) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved. The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.

**IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733**

THIS DOCUMENT RELATES TO ALL ACTIONS

LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA")
(Including Mental Health Records)

TO: Social Security Disability

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ **Social Security Number:** _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. *This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.*

- All Social Security Disability records.
- All medication records, including inpatient, outpatient and emergency room treatment, all clinical charts, reports, order sheets, progress notes, nurse's notes, clinic records, treatment plans, admission records, discharge summaries, requests for and reports of consultations, documents, correspondence, test results, statements, questionnaires/histories, office and doctor's handwritten notes, and records received by other physicians.
- All autopsy, laboratory, histology, cytology, pathology, radiology, CT scan, MRI, echocardiogram and cardiac catheterization reports.
- All radiology films, mammograms, myelograms, CT scans, photographs, bone scans, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films/reels, and echocardiogram videos.
- All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
- All billing records including all statements, itemized bills, and records of billing to third party payers and payment or denial of benefits.

I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information

management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at conclusion of individual plaintiff litigation. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the releaser indicate above.

A notarized signature is not required. 45 CFR 164.508. A facsimile or copy of authorization shall have same force as an original.

Signature of Patient or
Personal Representative

Witness Signature

Dated

Dated

Name of Patient or Personal Representative

Description of Personal Representative's
Authority to Sign for Patient (attach documents
which show authority)

This authorization is valid only for records from Social Security Disability

IN RE: AVANDIA LITIGATION
PHILADELPHIA COUNTY COURT OF COMMON PLEAS
FEBRUARY TERM 2008, MASTER DOCKET NO. 2733

THIS DOCUMENT RELATES TO ALL ACTIONS

LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA")
(Excluding Mental Health Records)

TO: Social Security Disability

Address

City, State and Zip Code

RE: Patient Name: _____
Date of Birth: _____ Social Security Number: _____ - _____ - _____
Address: _____

I, _____, hereby authorize you to release and furnish to:
_____, copies of full and complete protected medical
information, including the following:

For use in the In re: Avandia Litigation, February Term 2008, Master Docket No. 2733. This authorization is forwarded by attorneys for the defendant(s). This authorization permits you to release copies of records you made in connection with examinations, diagnosis and treatment of me; it does not permit you, nor does it authorize you, to speak to anyone concerning your care and treatment of me. It does not permit you to be interviewed, to give any statements or supply any narrative reports concerning your care and treatment of me.

- All Social Security Disability records.
- All medication records, including inpatient, outpatient and emergency room treatment, all clinical charts, reports, order sheets, progress notes, nurse's notes, clinic records, treatment plans, admission records, discharge summaries, requests for and reports of consultations, documents, correspondence, test results, statements, questionnaires/histories, office and doctor's handwritten notes, and records received by other physicians.
- All autopsy, laboratory, histology, cytology, pathology, radiology, CT scan, MRI, echocardiogram and cardiac catheterization reports.
- All radiology films, mammograms, myelograms, CT scans, photographs, bone scans, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films/reels, and echocardiogram videos.
- All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
- All billing records including all statements, itemized bills, and records of billing to third party payers and payment or denial of benefits.

I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about treatment for alcohol and drug abuse. I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information

management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at conclusion of individual plaintiff litigation. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the releaser indicate above. This authorization does not apply to psychotherapy notes, psychiatric or psychological records. A notarized signature is not required. 45 CFR 164.508. A facsimile or copy of authorization shall have same force as an original.

Signature of Patient or
Personal Representative

Witness Signature

Dated

Dated

Name of Patient or Personal Representative

Description of Personal Representative's
Authority to Sign for Patient (attach documents
which show authority)

This authorization is valid only for records from Social Security Disability

IN THE COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PENNSYLVANIA

DOCKETED
COMPLEX LIT CENTER
February Term, 2008
IN RE AVANDIA LITIGATION SEP 8 2008
No. 2733
J. STEWART

CASE MANAGEMENT ORDER NO. 3
PROTECTIVE ORDER REGARDING CONFIDENTIAL DISCOVERY MATERIALS

AND NOW, this 4th day of Sp 2008, in order to expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect confidential material, and ensure that protection is afforded only to material so entitled, the Court enters this Protective Order pursuant to Rule 4012 of the Pennsylvania Rules of Civil Procedure.

1. Discovery Materials

This Order applies to all products of discovery and all information derived therefrom, including, but not limited to, all documents, objects or things, deposition testimony and interrogatory/request for admission responses, and any copies, excerpts or summaries thereof, obtained by any party pursuant to the requirements of any court order, requests for production of documents, requests for admissions, interrogatories, or subpoena ("Discovery Materials"). This Order is limited to the litigation or appeal of any action brought by or on behalf of plaintiffs, alleging personal injuries or other damages arising from plaintiffs' purchase and/or ingestion of rosiglitazone maleate, commonly known as Avandia®, or any combination product containing Avandia, including Avandaryl® or Avandamet®, referred to herein collectively as "Avandia"

In Re: Avandia Litigation-ORDER



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COPIES SENT
PURSUANT TO Pa.R.C.P. 236(b)

SEP 8 2008

FIRST JUDICIAL DISTRICT OF PA
USC 110

(“Litigation”), and includes any state court action where counsel for the plaintiff has agreed to be bound by this order.

2. Use of Discovery Materials

With the exception of documents or information that have become publicly available without a breach of the terms of this Order, or any other legal obligation to safeguard and maintain confidentiality, all documents, information or other Discovery Materials produced or discovered in this Litigation, and that have been designated “Confidential Discovery Materials,” shall be used by the receiving party solely for the prosecution or defense of this Litigation, to the extent reasonably necessary to accomplish the purpose for which disclosure is made, and not for any other purpose, including any other litigation or judicial proceedings, or any business, competitive, governmental, commercial, or administrative purpose or function.

3. “Confidential Discovery Materials” Defined

For the purposes of this Order, “Confidential Discovery Materials” shall mean any non-public information that the producing party reasonably and in good faith believes is properly protected under the Pennsylvania Rules of Civil Procedure, including without limitation Pa. R. Civ. P. 4012 (a)(9).

Where large volumes of Discovery Materials are provided to the requesting party’s counsel for preliminary inspection and designation for production, and have not been reviewed for confidentiality purposes, the producing party reserves the right to so designate and redact appropriate Discovery Materials after they are designated by the requesting party for production. During the preliminary inspection process, and before production, all Discovery Materials reviewed by the requesting party’s counsel shall be treated as Confidential Discovery Materials.

4. Designation of Documents as “Confidential”

a. For the purposes of this Order, the term “document” means all tangible items, whether written, recorded or graphic, whether produced or created by a party or another person, whether produced pursuant to subpoena, to discovery request, by agreement, or otherwise.

b. Any document which the producing party intends to designate as Confidential shall be stamped (or otherwise have the legend recorded upon it in a way that brings the legend to the attention of a reasonable examiner) with a notation substantially similar to the following:

Avandia MDL 1871: Confidential-Subject to Protective Order

Such stamping or marking will take place prior to production by the producing person, or subsequent to selection by the receiving party for copying. The stamp shall be affixed in such a manner as not to obliterate or obscure any written material.

5. Non-Disclosure of Confidential Discovery Materials

Except with the prior written consent of the party or other person originally producing Confidential Discovery Materials, or as hereinafter provided under this Order, no Confidential Discovery Materials, or any portion thereof, may be disclosed to any person except as set forth in section 6 below.

6. Permissible Disclosures of Confidential Discovery Material

Notwithstanding paragraph 5, Confidential Discovery Materials may only be disclosed to and used by:

a. the parties and their counsel of record in this Litigation who have agreed to be bound by the terms of this Protective Order. For counsel of record, this

includes his/her partners, associates, secretaries, legal assistants, and employees to the extent considered reasonably necessary to render professional services in the Litigation;

b. in-house counsel of the parties, to the extent reasonably necessary to render professional services in the Litigation;

c. court officials involved in this Litigation (including court reporters, persons operating video recording equipment at depositions, and any special master appointed by the Court);

d. any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper;

e. where produced by a plaintiff, in addition to the persons described in subsections (a) and (b) of this section, a defendant's in-house paralegals and outside counsel, including any attorneys employed by or retained by defendant's outside counsel who are assisting in connection with this Litigation, and the paralegal, clerical, secretarial, and other staff employed or retained by such outside counsel or retained by the attorneys employed by or retained by defendant's outside counsel;

f. where produced by defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline ("GSK"), in addition to the persons described in subsections (a) and (b) of this section, plaintiff attorneys in other filed litigation alleging personal injuries resulting from the use of and/or other damages arising from plaintiffs' purchase of Avandia including their paralegal, clerical, secretarial and other staff employed or retained by such counsel;

g. where produced by any defendant, outside counsel for any defendant, including any attorneys employed by or retained by any defendant's outside counsel who are

assisting in connection with this Litigation, and the paralegal, clerical, secretarial, and other staff employed or retained by such outside counsel;

h. where produced by any defendant, in addition to the persons described in this section, and to the extent not expressly prohibited, plaintiff attorneys in other filed litigation alleging personal injuries resulting from the use of and/or other damages arising from plaintiffs' purchase of Avandia including their paralegal, clerical, secretarial and other staff employed or retained by such counsel;

i. persons noticed for depositions or designated as trial witnesses, or those who counsel of record in good faith expect to testify at deposition or trial, to the extent reasonably necessary in preparing to testify;

j. outside consultants or outside experts retained for the purpose of assisting counsel in the Litigation, with the exception of David Egilman, M.D., for whom the parties shall agree on specific additional protections prior to the disclosure of any Confidential Discovery Materials to said individual;

k. employees of counsel involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving data or designating programs for handling data connected with this action, including the performance of such duties in relation to a computerized litigation support system;

l. employees of third-party contractors performing one or more of the functions set forth in (k) above;

m. any employee of a party or former employee of a party, but only to the extent considered necessary for the preparation and trial of this action;

n. any person who is an author, copyee or addressee of Confidential Discovery Materials, however, the person seeking access to Confidential Discovery Materials under this subsection is expressly limited to those Confidential Discovery Materials that the person has authored or on which he/she is a copyee or addressee and only to the extent considered reasonably necessary for the preparation and trial of this action; and

o. any other person, if consented to in writing by the producing party.

Any individual to whom disclosure is to be made under subparagraphs (d) through (o) above, shall sign, prior to such disclosure, a copy of the Endorsement of Protective Order (Exhibit A). Counsel providing access to Confidential Discovery Materials shall retain copies of the executed Endorsement(s) of Protective Order. Any party seeking a copy of an Endorsement may make a demand setting forth the reasons therefor to which the opposing party will respond in writing. If the dispute cannot be resolved, the demanding party may move the Court for an order compelling production upon a showing of good cause. For testifying experts, a copy of the Endorsement of Protective Order executed by the testifying expert shall be furnished to counsel for the party who produced the Confidential Discovery Materials to which the expert has access, at the time the expert's designation is served, or at the time the Confidential Discovery Materials are provided to the testifying expert, whichever is later.

Before disclosing Confidential Discovery Materials to any person listed in subparagraphs (d) through (o) who is a Customer or Competitor (or an employee of either) of the party that so designated the Confidential Discovery Materials, but who is not an employee of a party, the party wishing to make such disclosure shall give at least three (3) business days advance notice in writing to the counsel who designated such Discovery Materials as confidential, stating that such disclosure will be made, identifying by subject matter category the Confidential Discovery

Materials to be disclosed, and stating the purposes of such disclosure. If, within the three (3) business day period, a motion is filed objecting to the proposed disclosure, disclosure is not permissible until the Court has denied such motion. As used in this paragraph, (a) the term “Customer” means any direct purchaser of products from GSK, or any regular indirect purchaser of products from GSK (such as a pharmacy generally purchasing through wholesale houses), and does not include physicians; and (b) the term “Competitor” means any manufacturer or seller of prescription medicines.

The notice provision immediately above applies to consultants and/or independent contractors of Competitors to the extent the consultants or contractors derive a substantial portion of their income, or spend a substantial portion of their time working for a pharmaceutical company that manufactures prescription medicines or products in the endocrine science area or that are used to treat the condition of diabetes.

7. Production of Confidential Discovery Materials by Non-Parties

Any non-party who is producing Discovery Materials in the Litigation may agree to and obtain the benefits of the terms and protections of this Order by designating as “Confidential” the Discovery Materials that the non-party is producing, as set forth in section 4.

8. Inadvertent Disclosures

a. The parties agree that the inadvertent production of any Discovery Materials that would be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine or any other relevant privilege or doctrine shall not constitute a waiver of the applicable privilege or doctrine. If any such Discovery Materials are inadvertently produced, the recipient of the Discovery Materials agrees that, upon request from the producing party, it will promptly return the Discovery Materials and all copies in its possession, delete any versions

of the Discovery Materials on any database it maintains and make no use of the information contained in the Discovery Materials; provided, however, that the party returning such Discovery Materials shall have the right to apply to the Court for an order that such Discovery Materials are not protected from disclosure by any privilege. The person returning such material may not, however, assert as a ground for such motion the fact or circumstances of the inadvertent production.

b. The parties further agree that in the event the producing party or other person inadvertently fails to designate Discovery Materials as confidential, it may make such a designation subsequently by notifying all persons and parties to whom such Discovery Materials were produced, in writing, within thirty (30) days of the producing party's or other third person's discovery of the inadvertent failure to designate. After receipt of such timely notification, the persons to whom production has been made shall treat the designated Discovery Materials as confidential, subject to their right to dispute such designation in accordance with paragraph 9.

9. Declassification

a. Nothing shall prevent disclosure beyond that limited by this Order if the producing party consents in writing to such disclosure.

b. If at any time a party (or aggrieved entity permitted by the Court to intervene for such purpose) wishes for any reason to dispute a designation of Discovery Materials as "Confidential" made hereunder, such person shall notify the designating party of such dispute in writing, specifying by exact Bates number(s) the Confidential Discovery Materials in dispute. The designating party shall respond in writing within ten (10) business days of receiving this notification. Notification of any such dispute does not in any way suspend the operation of this Order.

c. If the parties are unable to amicably resolve the dispute, the proponent of confidentiality may apply by motion to the Court for a ruling that Discovery Materials stamped as “Confidential” are entitled to such status and protection under the Pennsylvania Rules of Civil Procedure and this Order, provided that such motion is made within thirty (30) days from the date the challenger of the Confidential designation challenges the designation. The designating party shall have the burden of proof on such motion to establish the propriety of its Confidential designation.

d. If the time for filing a motion, as provided in paragraph 9(c), has expired without the filing of any such motion, or ten (10) business days have elapsed after the appeal period for an order of this Court that the Discovery Materials shall not be entitled to confidential status, the Confidential Discovery Materials shall lose their designation.

10. Confidential Discovery Materials in Depositions

a. Counsel for any party may show Confidential Discovery Materials to a deponent during deposition and examine the deponent about the materials. Confidential Discovery Materials shown to any witness during a deposition shall not lose its confidential status through such use, and counsel shall exercise their best efforts and take all steps reasonably required to protect its confidentiality during such use.

b. The party noticing a deposition shall obtain each witness’ endorsement of the protective order in advance of the deposition and shall notify the designating party at least three (3) business days prior to the deposition if it has been unable to obtain that witness’ endorsement. The designating party may then move the Court for an Order directing that the witness abide by the terms of the protective order, and no confidential document shall be shown to the deponent until the Court has ruled. Deponents shall not retain or copy portions of the

transcript of their depositions that contain Confidential information not provided by them or the entities they represent unless they sign the form described, and otherwise comply with the provisions in paragraph 6. While a deponent is being examined about any Confidential Discovery Materials or the confidential information contained therein, persons to whom disclosure is not authorized under this Order shall be excluded from being present.

c. Parties (and deponents) may, within thirty (30) days after receiving the final transcript of a deposition, designate pages of the transcript (and exhibits thereto) as Confidential. Until expiration of such thirty (30) day period, the entire transcript, including exhibits, will be treated as subject to protection under this Order. Subject to the procedures outlined in Section 8(b), if no party or deponent timely designates a transcript as confidential, then none of the transcript or its exhibits will be treated as confidential.

11. Confidential Discovery Materials Offered as Evidence at Trial

Confidential Discovery Materials and the information therein may be offered in evidence at trial or any court hearing, provided that the proponent of the evidence gives notice to counsel for the party or other person that designated the Discovery Materials or information as confidential in accordance with the Pennsylvania Rules of Civil Procedure and any local rules, standing orders, or rulings in the Litigation governing identification and use of exhibits at trial. Any party may move the Court for an order that the evidence be received *in camera* or under other conditions to prevent unnecessary disclosure. The Court will then determine whether the proffered evidence should continue to be treated as confidential and, if so, what protection, if any, may be afforded to such Discovery Materials or information at trial.

12. Filing Confidential Discovery Materials With The Court.

Confidential Discovery Materials shall not be filed with the Clerk except when required in connection with matters pending before the Court. If filed, they shall be filed in a sealed envelope, clearly marked:

“THIS ENVELOPE CONTAINS DOCUMENTS MARKED AS CONFIDENTIAL THAT ARE THEREFORE COVERED BY A PROTECTIVE ORDER OF THE COURT AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER. THE CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT”

and shall remain sealed while in the office of the Clerk for so long as they retain their status as Confidential Discovery Materials. In the event a challenge is made to the sealing of the documents by a third-party or the Court, it shall be the burden of the party who has made the “Confidential” designation (not the party who filed the documents under seal, if a different party) to defend that designation. Nothing herein shall supersede or interfere with the parties’ right to dedesignate documents under Paragraph 9 of this Order.

Said Confidential Discovery Materials shall be kept under seal until further order of the Court; however, said Confidential Discovery Materials and other papers filed under seal shall be available to the Court, to counsel of record, and to all other persons entitled to receive the confidential information contained therein under the terms of this Order.

13. Client Consultation

Nothing in this Order shall prevent or otherwise restrict counsel from rendering advice to their clients in this Litigation and, in the course thereof, relying on examination of Confidential Discovery Materials; provided, however, that in rendering such advice and otherwise

communicating with such client, counsel shall not make specific disclosure of any item so designated except pursuant to the procedures of paragraph 6.

14. Subpoena by other Courts or Agencies

If another court or an administrative agency subpoenas or otherwise orders production of Confidential Discovery Materials which a person has obtained under the terms of this Order, the person to whom the subpoena or other process is directed shall promptly notify the designating party in writing via fax and overnight delivery to liaison counsel for GSK, as specifically identified in Case Management Order No. 1, of all of the following: (1) the Discovery Materials that are requested for production in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at which compliance with the subpoena is requested; (4) the identity of the party serving the subpoena; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or other designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena or other process has been issued. In no event shall Confidential Discovery Materials be produced prior to the expiration of five (5) business days following confirmation of receipt of written notice by the designating party. The person receiving the subpoena or other process shall cooperate with the producing party in any proceeding related thereto.

Additionally, the person subpoenaed must inform the subpoena's issuer of this Order and provide the subpoena's issuer with a copy of this Order. Furthermore, with respect to any subpoena, the designating party has the burden and the expense of seeking the protection in the applicable court. No party will object to the designating party having a reasonable opportunity to appear in any litigation or proceeding commanding disclosure of such protected material for the sole purpose of seeing to prevent or restrict disclosure thereof.

15. Non-termination

The provisions of this Order shall not terminate at the conclusion of this Litigation. Within ninety (90) days after final conclusion of all aspects of this Litigation, counsel shall, at their option, return or destroy Confidential Discovery Materials and all copies of same. If counsel elects to destroy Confidential Discovery Materials, they shall consult with counsel for the producing party on the manner of destruction and obtain such party's consent to the method and means of destruction. All counsel of record shall make certification of compliance herewith and shall deliver the same to counsel for the party who produced the Confidential Discovery Materials not more than one hundred twenty (120) days after final termination of this Litigation. Counsel of record, however, shall not be required to return or destroy any pretrial or trial records as are regularly maintained by that counsel in the ordinary course of business, which includes: (i) one full set of copies of all pleadings, affidavits, declarations, briefs, memoranda, expert reports, exhibits and other papers filed in this action; and (ii) one set of transcripts of all testimony taken at any depositions, hearings or trial (with exhibits). Any such materials that are not returned or destroyed shall remain subject to this Order, and the Court shall retain jurisdiction to ensure that the terms hereof are not violated.

16. Modification Permitted

Nothing in this Order shall prevent any party or other person from seeking modification of this Order or from objecting to discovery that it believes to be otherwise improper.

17. Responsibility of Attorneys; Copies

The attorneys of record are responsible for employing reasonable measures, consistent with this Order, to control and record duplication of, access to, and distribution of Confidential Discovery Materials, including abstracts and summaries thereof.

No duplications of Confidential Discovery Materials shall be made except for providing working copies and for filing in Court under seal; provided, however, that copies may be made only by those persons specified in sections (a), (b) and (c) of paragraph 6 above. Any copy provided to a person listed in paragraph 6 shall be returned to counsel of record upon completion of the purpose for which such copy was provided. In the event of a change in counsel, retiring counsel shall fully instruct new counsel of their responsibilities under this Order and new counsel shall sign this Order.

18. No Waiver of Rights or Implication of Discoverability

- a. No disclosure pursuant to any provision of this Order shall waive any rights or privileges of any party granted by this Order.
- b. This Order shall not enlarge or affect the proper scope of discovery in this or any other litigation; nor shall this order imply that Confidential Discovery Materials are properly discoverable, relevant, or admissible in this or any other litigation. Each party reserves the right to object to any disclosure of information or production of any documents that the producing party designates as Confidential Discovery Materials on any other ground it may deem appropriate.
- c. The entry of this Order shall be without prejudice to the rights of the parties, or any one of them, or of any non-party, to assert or apply for additional or different protection. Nothing in this Order shall prevent any party from seeking an appropriate protective order to further govern the use of Confidential Discovery Materials at trial.

19. Improper Disclosure of Confidential Discovery Material

Disclosure of Confidential Discovery Materials other than in accordance with the terms of this Protective Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

It is so ORDERED.

BY THE COURT:



Allan Tereshko, J.
Coordinating Judge
Complex Litigation Center

Date:

EXHIBIT A

I further agree and attest to my understanding that, if I fail to abide by the terms of the Order, I may be subject to sanctions, including contempt of court, for such failure. I agree to be subject to the jurisdiction of the Court of Common Pleas of Philadelphia County, Pennsylvania for the purposes of any proceedings relating to enforcement of the Order.

I further agree and attest to my understanding that I am not permitted to make any changes, amendments or edits to the terms of this Endorsement without the written approval of counsel for all parties to the above-captioned matter, and that any such changes, amendments or edits made without the approval of counsel for all parties shall have no effect.

I further agree to be bound by and to comply with the terms of the Order as soon as I sign this Agreement, regardless of whether the Order has been entered by the Court.

Date: _____

By: _____
(Signature)

(Print Name)