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THE QUEEN’S HEALTH SYSTEMS and
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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI’I

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company), Plaintiffs, vs. ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI`I, Defendant.	Civil No. 1:25-cv-00230-SASP-WRP THE QUEEN’S HEALTH SYSTEMS AND THE QUEEN’S MEDICAL CENTER’S MOTION TO SEAL CONFIDENTIAL INFORMATION; DECLARATION OF ERIC KING; DECLARATION OF WHITNEY M. LIMM, M.D.; DECLARATION OF J. RANDALL RICHARDS; DECLARATION OF CHRISTIAN D. CHAMBERS; EXHIBITS 1-5; CERTIFICATE OF SERVICE Judge: Honorable Shanlyn A. S. Park

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THE QUEEN'S HEALTH SYSTEMS AND THE QUEEN'S MEDICAL CENTER'S MOTION TO SEAL CONFIDENTIAL INFORMATION

THE QUEEN'S HEALTH SYSTEMS and THE QUEEN'S MEDICAL CENTER (collectively, "Queen's"), by and through its counsel, hereby moves this Court for the following relief:

1. That the Court only permit individuals authorized to view information designated as "CONFIDENTIAL – ATTORNEYS EYES ONLY" under the protective order to be present during trial testimony of any Queen's representative;

2. That the Court provide an opportunity for Queen's to file a Motion to redact and/or seal any trial transcripts which include confidential information; and

3. That the Court provide an opportunity for Queen's to file a Motion to redact and/or seal any trial exhibits which include confidential information.

This Motion is brought pursuant to the Joint Statement Regarding Rule 65 Consolidation and Proposed Rule 16 Schedule, filed September 4, 2026, [Dkt. No. 148], which was adopted by the Court during a status conference held October 2, 2026 [Dkt. No. 160] (the "Scheduling Order"). Specifically, the Scheduling Order set a deadline of October 28, 2026, for "Motions to seal, including by third parties." [Dkt. No. 148 at 2]. Queen's understands that by

setting a deadline for third parties to file motions to seal, the Court implicitly authorized third parties to file motions in this case.

I. INTRODUCTION

Queen's is not a party to this dispute, but it has – and will continue to be – impacted by the proceedings. Specifically, the Plaintiffs have put Queen's confidential trade secrets at issue by issuing subpoenas for documents and testimony. The documents include confidential internal policy and procedure manuals for Queen's 340B program, and contracts between Queen's and various third-party pharmacies (who are also not parties to this case). None of those documents are available to the public, and all of them contain confidential trade secrets that could be used to unfairly disadvantage Queen's and third parties if disclosed publicly.

Queen's has a right to protect its confidential information from public disclosure and has diligently exercised that right. Through no fault of Queen's, however, there is significant risk that its trade secrets will be disclosed in a way that will harm Queen's and its contract partners. The Court is empowered to prevent that harm and has compelling policy reasons to do so. Queen's (and presumably other third parties) only responded to the subpoenas issued in this case because it was provided assurances that its trade secrets would not be revealed to the public. If parties cannot rely upon those assurances, they will be forced to

come before the Courts regularly to resolve disputes involving responses to subpoenas.

The law does not require third parties like Queen's to suffer unfair harm simply because the parties to a lawsuit wish to make their confidential information part of the record. Instead, the law balances the public's right to observe judicial proceedings against Queen's right to protect its legitimate interests. Through this Motion, Queen's asks the Court to take the steps necessary to protect Queen's and its contractual partners from the harm that would follow if their confidential information were released.

II. RELEVANT BACKGROUND

It is Queen's understanding that Plaintiffs initiated this lawsuit to challenge a State of Hawaii law which impacts the 340B prescription drug program. This is one of many similar cases that are in various phases of litigation throughout the country. See Pharmaceutical Research and Manufacturers of America v. Arel, Case No. 2:25-cv-00600 (D. Vt.); Astrazeneca Pharmaceuticals LP v. Harris, Case No. 4:24-cv-00268-KGB (E.D. Ark.); Abbvie Inc. v. Torrez, Case No. 1:250cv-01230-KG-JHR (D.N.M.)[1].

[1] The American Hospital Association website lists more than 40 lawsuits involving challenges to state laws impacting the 340B drug program. See, American Hospital Association, 340B State Law Contract Pharmacy Decisions, (Oct. 27, 2026, 7:45 PM HST), https://www.aha.org/legal-documents/340b-state-law-contract-pharmacy-decisions

A. Plaintiffs Issue Subpoenas That Require Disclosure of Trade Secrets

On or about September 19, 2025, Queen's received Plaintiffs' Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection of Premises In A Civil Action ("Document Subpoena"). On the same day, Queen's also received Plaintiffs' Subpoena To Testify At a Deposition In A Civil Action ("Deposition Subpoena"). Both subpoenas sought information regarding internal policies that Queen's uses to manage its 340B program and contracts between Queen's and pharmacies who provide 340B drugs. Declaration of Eric King ("King Dec.") at ¶ 6. Queens' 340 policies are not distributed to the public, and include detailed information about how the organization operates its 340B program. Id. at ¶ 8, 10. Queen's keeps that information protected from public disclosure because the information would provide an unfair advantage to parties negotiating future contracts with Queen's. Id. at ¶ 10.

The pharmacy contract information sought by the two subpoenas included highly confidential pricing that are the result of sophisticated negotiations between the parties. Id. at ¶ 7. Those terms are kept confidential by all parties to the agreements because disclosure would provide unfair advantages in future negotiations. Id. at ¶ 7; Declaration of J. Randall Richards ("Richards Dec.") at ¶ 5-8; Declaration of Whitney M. Limm, M.D. ("Limm Dec.") at ¶ 5-6. Specifically, publicly disclosing the pricing terms would give other potential partners leverage

when negotiating the pricing of their agreements. Richards Dec. at ¶ 7; Limm Dec. at ¶ 6. In addition, drug manufacturers like the Plaintiffs in this matter (and many other similar lawsuits) would have the ability to identify additional opportunities to extract additional payments from pharmacies and providers who purchase their products. Id. Further, Queen's and others similarly situated would be much less likely to receive favorable terms from suppliers and vendors if those entities knew their concessions could be made public. King Dec. at ¶ 11.

B. Queen's Only Responded to the Subpoenas After Receiving Assurances Its Confidential Trade Secrets Would be Protected

On September 29, 2025, Queen's counsel emailed Plaintiffs' counsel, inquiring whether a Stipulated Protective Order ("SPO") was in place that would allow the designation of information as confidential and/or attorneys eyes only. Exhibit 1 at p. 5. On October 13, 2025, Plaintiffs' counsel provided assurance that she was "confident an SPO will eventually be entered and [she] represent[ed] that if [Queen's] produce[d] documents prior to entry of the SPO and mark[ed] them Confidential/AEO, [Plaintiffs] would honor those designations." Id. at p. 3. Queen's counsel explained that "Queen's is not going to preemptively turn over any documents before there is something they can rely upon." Id. at p. 2.

Queen's also objected to producing the evidence sought by the subpoenas by way of a letter dated October 22, 2025 (the "Queen's Objection"). Exhibit 2. In that letter, Queen's made a formal objection to producing

confidential business information related to Queen's and third parties who have business relationships with Queen's. See id. The Queen's Objection acknowledged the parties were in the process of finalizing an SPO that would provide an opportunity for Queen's to protect confidential information produced in connection with this lawsuit. Id. at p. 3. Specifically, Queen's informed Plaintiffs' counsel that it would "not produce any responsive documents until the SPO is formally entered, and [Queen's] has the opportunity to review the SPO, request additional protect[ions] (if necessary), and designate confidential materials accordingly." Id.

C. The Court Issues A Protective Order With Terms That Protect Queen's Trade Secrets From Public Disclosure

On October 29, 2025, Magistrate Judge Porter entered an SPO in this matter. Dkt. No. 63. The SPO allows documents produced to be designated as "CONFIDENTIAL" or "ATTORNEYS EYES ONLY." See id. at pp. 1-2. Under the SPO, "CONFIDENTIAL" material shall include "such other sensitive commercial information that is not publicly available." Id. at p. 1. "ATTORNEYS EYES ONLY" material shall include sensitive business information, competitive business information, or any other Confidential information that the producing party reasonably and in good faith believes is so sensitive that the information would likely cause harm if disclosed and thus it is reasonable to restrict the access to such information to those individuals defined in Paragraph 8.2a, c, d, e, f, and h

of the SPO. Id. at p. 2. The scope of the SPO covers "any ***testimony***, by parties or their counsel, that might reveal confidential material." Id. (emphasis added). These terms apply equally to documents produced by non-parties like Queen's. See id. at p. 13.

The SPO is also clear that its protections survive during and through trial. Specifically, Section 5 of the SPO states:

> ***The confidentiality obligations imposed by this Order shall remain in effect***: (1) until a Designating Party agrees otherwise in writing; (2) a court order otherwise directs; (3) all claims and defenses in this action are dismissed with or without prejudice; or (4) ***final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.***

Id. at p. 3 (emphases added).

Queen's produced documents responsive to the Document Subpoena only because it was assured the protections set forth in the SPO were in place. King Decl. at ¶ 13. The document production included Queen's internal policies and procedures, which were designated "CONFIDENTIAL," and various contract documents between Queen's entities and pharmacies, which were designated "ATTORNEYS EYES ONLY" pursuant to the SPO. Declaration of Christian D. Chambers ("Chambers Dec.") at ¶ 8-9. In addition, pricing terms in the pharmacy contracts were redacted because they represent critical, confidential information of Queen's which could be used to significantly disadvantage Queen's in future

negotiations with pharmacies and/or manufacturers providing similar services. See Chambers Dec. at ¶ 10; Declaration of Eric King ("King Dec.") at ¶ 9, 11.

On or about February 3, 2026, Plaintiffs' counsel requested that Queen's produce unredacted versions of the pharmacy contracts. See Exhibit 3. Critically, Plaintiffs' counsel stated "***[w]e believe the two-tiered protective order is sufficient to alleviate confidentiality concerns***, through per our discussion, we are happy to provide notice ahead of any filing of Queen's AEO-designated documents under seal so that you can convey your position on sealing to the Court." Id. (emphasis added). In reliance on the terms of the SPO, Queen's produced unredacted versions of the pharmacy contracts. See Chambers Dec. at ¶ 12; King Dec. at ¶¶ 12-13.

On April 16, 2026, Magistrate Judge Porter entered an Amended Stipulated Protective Order in this matter. Dkt. No. 108. Relevant here, the Amended SPO added the following language to Section 8.4 of the SPO, entitled "Filing Confidential Material.":

> Non-parties who have designated information "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" that is subject to a motion to seal shall be served a copy of the motion to seal via electronic mail and shall have 14 days after such motion to seal has been served to submit their position to the Court on the sealing of the Confidential Information.

Id. at p. 12.

D. Plaintiffs Give Notice of Their Intent to Utilize Confidential Information at Trial

On October 16, 2026, Plaintiffs' counsel provided notice of Plaintiff AbbVie Inc's intent to use numerous documents Queen's designated as "Confidential" or "Confidential – Attorneys' Eyes Only" during the upcoming trial. See Exhibit 4 at 3. Those documents include:

- Confidential, non-public polices and procedures Queen's has developed to operate and manage its 340B program;
- Confidential, non-public contracts between Queen's and third-party pharmacies; and
- Confidential, non-public contracts between Queen's and The Queen's Development Corporation, which is a related entity which operates a hospital pharmacy program.

On October 22, 2026, Queen's counsel wrote to Plaintiffs' counsel to schedule a meet and confer regarding the use of Queen's confidential information during trial. Specifically, Queen's sought to discuss Plaintiff's "position re[garding] witness testimony that might include confidential information; [h]ow exhibits containing confidential information will be protected; and [o]ptions for allowing time for post-trial briefing to protect confidential information that may be disclose[d] at trial." See Exhibit 4 at 2.

In response, Plaintiffs' counsel stated, for the first time, "AbbVie's position that the existing protective order governs briefs and filings, not trial proceedings in open court." Id. AbbVie's counsel also took the position that it

would not be "appropriate for us to seek to seal any of your client's designated information." Id. On October 25, 2026, Queen's counsel responded by setting forth Queen's position with regard to the protection of confidential information at trial, and renewing Queen's request to meet and confer on the issues. Id. at 1.

On October 26, 2026, Counsel for AbbVie, Queen's, and the State of Hawaii participated in a video conference to discuss Queen's concerns and requests regarding the use of its confidential information at trial. During that conference, Queen's counsel informed the parties that it would be making the following requests in this Motion:

1. That the Court only permit individuals authorized to view information designated as "CONFIDENTIAL – ATTORNEYS EYES ONLY" under the protective order to be present during the testimony of any Queen's representative;

2. That the Court allow Queen's to file a Motion to redact and/or seal any trial transcripts which include confidential information; and

3. That the Court allow Queen's to file a Motion to redact and/or seal any trial exhibits which include confidential information.

Chambers Dec. at ¶¶ 15-16.

Plaintiffs' counsel objected to Queen's request to limit attendance of the trial to individuals authorized to view documents designated as "Attorneys'

Eyes Only." Id. at ¶ 17. The parties discussed the possibility of Plaintiffs' corporate representative agreeing not to disclose confidential information heard during trial testimony, but no attorney was in a position to make an agreement on behalf of their client at the time. Id. at ¶¶ 17-18.

Plaintiffs' counsel also informed Queen's the Plaintiffs do not object to Queen's request for an opportunity to file motions after trial concludes to redact and/or seal portions of the trial transcript and exhibits which contain confidential information.

As a result of the meet and confer conducted on October 26, 2026, it appears the parties to this case do not have any objection to Queen's request for an opportunity to file a Motion to Seal and/or Redact trial exhibits that contain confidential information. Queen's understands the Plaintiffs object to Queen's request to limit attendance at trial to only individuals who would be authorized by the SPO to view documents marked as "Attorneys' Eyes Only."

III. COMPELLING REASONS EXIST TO SEAL QUEEN'S CONFIDENTIAL INFORMATION

Although the public has a presumptive right of access to trials, "access to judicial records is not absolute." Kamakana v. City & Cty. of Honolulu, 447 F.3d 1172, 1178 (9th Cir. 2006). The Court must "'conscientiously balance the competing interests' of the public" and parties who have a need to maintain the confidentiality of their information. Id. at 1179 (quoting Foltz v. State Farm Mut.

Auto Ins. Co., 331 F.3d 1122,1135 (9th Cir. 2003)). Court records must be sealed if a party establishes "a compelling reason and articulate[s] the factual basis for its ruling[.]" Dkt. No. 80; Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096 (9th Cir. 2016) (citation omitted). "The decision to seal documents is 'one best left to the sound discretion of the trial court' upon consideration of 'the relevant facts and circumstances of the particular case.'" Hoard v. Capital One, N.A., No. 24-CV-1133 JLS (VET), 2026 U.S. Dist. LEXIS 5630, at *6 (S.D. Cal. Jan. 9, 2026) (citing Nixon v. Warner Commc'ns, 435 U.S. 589, 599, 98 S. Ct. 1306, 1312, 55 L.Ed.2d 570, 580 (1978)).

Amongst other reasons, the Court is permitted to seal records and prevent public access to testimony that contains "sources of business information that might harm a litigant's competitive standing." Nixon v. Warner Communications, Inc., 435 U.S. 589, 598 (1978). Harm sufficient to find a compelling reason to seal court records exists "when such 'court files might have become a vehicle for improper purposes,' such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or **release trade secrets**." Kamakana, 447 F.3d at 1179; citing Nixon, 435 U.S. at 598. (emphasis added).

A. Queen's Trade Secrets Will be Disclosed Unless the Court Takes Action

In this case, there is significant evidence to articulate a factual finding that Queen's trade secrets are likely to be released during the trial. First, Plaintiffs themselves have identified numerous pieces of confidential information they plan to introduce at trial. See Exhibit 5. Despite Section 7 of the SPO providing a process for Plaintiffs to challenge Queen's designation of the information, they have not done so. In fact, they asked for and received the Court's permission to seal Queen's confidential information in their Trial Brief. See Dkt. No. 166 (Plaintiffs' Unopposed Motion for Leave to File Under Seal …); Dkt. No. 170 (Order Granting Plaintiffs' Motion for Leave to File Documents Under Seal).[2]

Second, the declarations attached to this Motion establish the factual basis required for the Court to find a compelling reason to protect Queen's information. Specifically, all parties to the agreements have provided sworn statements that they do not share confidential pricing information publicly because it would disadvantage their position in future negotiations. King Dec. at ¶ 7, 9;

[2] Queen's has been informed the Public First Law Center has filed an objection to the Order Granting Plaintiffs' Motion, on the grounds that Plaintiffs' did not provide sufficient support for their request. To the extent the Court is able, Queen's asks that it consider the arguments and supporting declarations filed with this motion when considering that objection. If the Court intends to hold a hearing on the objection, Queen's respectfully requests the ability to present its arguments and support for sealing its documents.

Richards Dec. at ¶ 5-8; Limm Dec. at ¶ 5-6. They have also provided sworn statements that the other, non-pricing, terms of the contracts are protected because they are part of the underlying negotiations and contribute to the value of the agreements. Id. Likewise, Queen's 340B Program Administrator's sworn statement sets forth the reasons Queen's internal policies are kept confidential; providing a detailed explanation of the inner workings of the program would give third parties an unfair advantage in future negotiations because they would be able to determine Queen's key pressure points in any negotiation. King Dec. at ¶ 7-11.

B. Clearing The Courtroom For Queen's Testimony Is The Only Practical Solution To Protect Queen's Legitimate Interests

Although clearing the courtroom during testimony from Queen's representatives is a significant step, it is permitted by 9th Circuit law and is warranted in this case. The 9th Circuit permits "[c]losing the courtroom … upon a 'compelling' showing of potential competitive harm if confidential information is made publically [sic] available." Saint Alphonsus Med. Ctr. - Nampa, Inc. v. Saint Luke's Health Sys., No. 1:12-CV-00560-BLW, 2013 U.S. Dist. LEXIS 134402, at *7 (D. Idaho Sep. 17, 2013); (citing In re Roman Catholic Archbishop of Portland in Oregon, 661 F.3d 417, 429 (9th Cir. 2011)).

Like this case, Saint Alphonsus involved testimony regarding a hospital's negotiations on pricing and payment. Saint Alphonsus at *7. The Court found that testimony "could result in serious damage to [the hospital's] competitive

standing" if made public, which justified closing the courtroom for parts of the testimony. Id. ("[T]he need to protect this information is clear.") The only difficult question before the Court was how to narrowly tailor the remedy of closing the courtroom to minimize the disruption to the public's right to view the testimony.

After considering the practical and logistical considerations, the Court found that when a witness was giving direct testimony about information designated as Attorneys Eyes Only ("AEO"), "the only realistic alternative is to close the courtroom for the entirety of their testimony." Id. at *8. The Court allowed the courtroom to remain open, however, until the witness began testifying about AEO information. Id.

The Court crafted a different rule for cross-examination. Because cross-examination is not scripted, the parties and the witness would not necessarily know when AEO information would be divulged. Id. As a result, there would not be the same "neat boundaries" contained in direct examination to manage the delivery of potentially damaging information. Id. As a result, the Court found "the courtroom may need to be closed during an entire cross-examination because it will be impossible to predict when trade secrets may be disclosed." Id.

Here, closing the courtroom to everyone except individuals permitted to view AEO documents is the only practical solution to protect Queen's

confidential trade secrets from improper disclosure. Just like the cross-examinations in Saint Alphonsus, there will not be any "neat boundaries" on the testimony of Queen's representatives. Queen's is not a party to this action, so its witness will not have control over the timing of testimony involving confidential information. It would be impractical to expect the witness to ask for special accommodations any time a response could implicate confidential information. It would also be impractical to force the Court to make independent determinations about whether a particular response would be likely to reveal information that is subject for protection.

Instead, the practical solution is to allow the testimony to proceed without unnecessary interruptions, and provide an opportunity for Queen's to follow the ordinary process used to react and/or seal the transcript of its witness' testimony. That process would allow the Court to "'conscientiously balance the competing interests' of the public" and parties who have a need to maintain the confidentiality of their information. Kamakana, 447 F.3d at 1179 (quoting Foltz v. State Farm Mut. Auto Ins. Co., 331 F.3d 1122,1135 (9th Cir. 2003)).

Queen's counsel intends to attend the November 10, 2026, pretrial conference scheduled for this matter, and will be prepared to discuss potential alternatives that may be proposed by the parties. Those alternatives could include allowing portions of Queen's testimony to take place before the courtroom is

cleared – if the parties are able to sperate portions of testimony that will include confidential trade secrets from background and other innocuous testimony. Queen's will also be willing to consider expanding the audience during sensitive testimony to individuals who have signed binding agreements to protect the information from improper use.

C. Allowing Post-Trial Motions Appropriately Balances the Competing Interests

For the same reason Queen's will not know what testimony will be elicited at trial, it does not know which confidential documents will be introduced as evidence. As a result, there must be a post-trial process in place to allow Queen's to protect any trade secrets that are included in confidential documents admitted into evidence.

Queen's respectfully requests the Court set a post-trial briefing schedule that provides an opportunity for Queen's to identify trade secrets included in trial exhibits and file a Motion to Seal and/or Redact information that could be used to harm Queen's. Any such motion would identify the specific information that must be protected, and will also allow the Court and any interested third parties an opportunity to evaluate the merits of Queen's request.

Based upon the statements made during the October 26, 2026, meet and confer with the parties to this case, Queen's understands there is no objection to this request.

IV. CONCLUSION

For the reasons discussed above, Queen's respectfully requests that the Court grant the Motion.

DATED: Honolulu, Hawaii, October 28, 2026.

/s/ Christian D. Chambers
CHRISTIAN D. CHAMBERS
KATHERINE T. HIRAOKA

Attorneys for
THE QUEEN'S HEALTH SYSTEMS and
THE QUEEN'S MEDICAL CENTER

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI'I

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company), Plaintiffs, vs. ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI`I, Defendant.	Civil No. 1:25-cv-00230-SASP-WRP DECLARATION OF ERIC KING

DECLARATION OF ERIC KING

I, ERIC KING, declare as follows:

1. I am over the age of 21, have personal knowledge of the matters set forth in this Declaration, and am competent to testify to them. I submit this Declaration in support of The Queen's Health Systems and The Queen's Medical Center's Motion To Seal Confidential Information.

2. I am currently The Queen's Health Systems' ("QHS") Director of the 340B Program, a position which I have held since January 2018.

3. In my role, I manage QHS' administration of the federal 340B drug program, including oversight of QHS' contractual relationships with a range of pharmacies – retail chains, independent pharmacies, and specialty pharmacies.

4. I oversee 340B Program compliance for multiple 340B-qualified covered entities in Hawaii, including The Queen's Medical Center, Queen's North Hawaii Community Hospital, and Molokai General Hospital (collectively, "Queen's").

5. As part of my job duties, I assisted in gathering documents responsive to a subpoena issued by the Plaintiffs in this case.

6. Amongst other things, the responsive documents included contracts between The Queen's Medical Center or Queen's North Hawaii Community Hospital and various pharmacies who provide services related to QHS' 340B program.

7. The terms of those contracts are the result of confidential negotiations with the various pharmacies and include requirements that both parties keep the terms of the agreement and/or business information confidential. The contracts contain pricing terms that are highly confidential and competitively sensitive because they are the result of contested and individualized negotiations among sophisticated parties.

8. The responsive documents also included QHS' 340B Program Policy and its 340B Policy & Procedure Manual, which are not publicly available.

9. Public disclosure of the confidential terms of the pharmacy contracts would have a significant detrimental impact on Queen's negotiating position with other pharmacies because those entities would know exactly what terms Queen's has accepted from their competitors. As a result, Queen's would be significantly disadvantaged in future negotiations with pharmacies or manufacturers. Therefore, public disclosure of the terms of Queen's pharmacy contracts would result in irreparable injury to Queen's.

10. Similarly, public disclosure of QHS' 340B Program Policy and its 340B Policy & Procedure Manual could have a significant detrimental impact on QHS' ability to negotiate future agreements because opposing parties would have detailed non-public information about QHS' internal policies and practices.

11. In addition, public disclosure of QHS' confidential information is likely to have a negative impact on QHS' ability to negotiate favorable terms in the future. I do not believe QHS will be able to receive favorable terms from suppliers and vendors if those entities know there is a possibility that their concessions to QHS will be made public.

12. Due to the sensitive nature of the information included in the pharmacy contracts and QHS' 340B Policy documents, QHS was not willing to

produce documents in response to the subpoena without adequate protections in place to ensure the confidential information could not be used to harm QHS.

13. QHS only produced the pharmacy contracts and 340B Policy documents because it was assured that its sensitive, confidential information would be protected from public disclosure.

I, ERIC KING, state that the foregoing is true and correct.

DATED: Oklahoma City, OK, October 28, 2026.

/s/ Eric King
ERIC KING

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI'I

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company), Plaintiffs, vs. ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI`I, Defendant.	Civil No. 1:25-cv-00230-SASP-WRP DECLARATION OF WHITNEY M. LIMM, M.D.

DECLARATION OF WHITNEY M. LIMM, M.D.

I, Dr. Whitney M. Limm, declare as follows:

1. I am over the age of 21, have personal knowledge of the matters set forth in this Declaration, and am competent to testify to them. I submit this Declaration in support of The Queen's Health Systems and The Queen's Medical Center's Motion To Seal Confidential Information ("Motion").

2. I am currently a Corporate Officer (Chair) for Queen's Development Corporation ("QDC") and an Executive Vice President and Chief Physician Executive for The Queen's Health Systems.

3. In my role, I have knowledge of QDC's contractual relationships with 340B covered entities.

4. I understand that the Plaintiffs intend to use the Contract Pharmacy Services Agreement between The Queen's Medical Center and QDC, and amendments thereto (collectively, the "Contracts"), at trial in this matter.

5. The terms of the Contracts are the result of confidential negotiations and include requirements that The Queen's Medical Center's business information and data be kept confidential. The terms of the Contracts are not publicly disclosed and contain sensitive business information, including pricing terms that are highly confidential and competitively sensitive because they are the result of individualized negotiations between The Queen's Medical Center and QDC.

6. Public disclosure of the terms of the Contracts would harm QDC's competitive standing because its competitors would have knowledge of the confidential terms agreed to by QDC. Manufacturers such as the Plaintiffs in this matter would also improperly gain insight and advantage by seeing the rates QDC achieves with The Queen's Medical Center. If the terms of the Contracts were

made public, business partners, competitors, or pharmaceutical manufacturers would be able to leverage that information against QDC in the future. Therefore, public disclosure of the terms of the Contracts would result in irreparable injury to QDC.

7. For these reasons, I respectfully request that the Court grant the Motion and prevent public disclosure of the terms of the Contracts.

I, WHITNEY M. LIMM, M.D., state that the foregoing is true and correct.

DATED: Honolulu, Hawaii, October 27, 2026.

WHITNEY M. LIMM, M.D.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAI'I

ABBVIE INC.; ALLERGAN, INC.; DURATA THERAPEUTICS, INC.; ABBVIE PRODUCTS LLC; PHARMACYCLICS LLC; and ALLERGAN SALES, LLC, Plaintiffs, v. ANNE E. LOPEZ, IN HER OFFICIAL CAPACITY AS THE ATTORNEY GENERAL OF THE STATE OF HAWAI'I, Defendant.	Civil Case No. 1:25-CV-00230-SASP-WRP Hon. Shanlyn A.S. Park

DECLARATION OF J. RANDALL RICHARDS

I, J. Randall Richards, hereby declare and state as follows:

1. I am over the age of eighteen, and am competent to testify. I have personal knowledge of the facts and information contained herein. I submit this Declaration in support of The Queen's Health Systems and The Queen's Medical Center's Motion to Seal Confidential Information ("Motion").

2. I am an attorney licensed in the State of Illinois. I am employed by Walgreen Co. ("Walgreens"), where I serve as Senior Director and Managing

Counsel, Pharmacy & Healthcare Services Legal. In that role, I oversee legal matters related to Walgreens' contractual relationships with 340B covered entities.

3. I understand that Plaintiffs intend to use the 340B Contract Pharmacy Services Agreement ("Contract") between The Queen's Medical Center ("QMC") and Walgreen Co. at the trial in this matter.

4. I understand the Contract was produced to Plaintiffs by QMC pursuant to a non-party subpoena. I also understand that QMC produced the Contract under an "Attorney's Eyes Only" designation pursuant to the Stipulated Protective Order entered in this case.

5. The Contract is a highly confidential document that, to Walgreens' knowledge, has not previously been publicly disclosed. The terms of the Contract are the result of confidential negotiations and include a requirement that the parties to the Contract keep the terms of the Contract confidential.

6. The Contract contains highly confidential customer pricing terms, as well as confidential and proprietary information about the nature and details of Walgreens' services, customer relationships, and capabilities.

7. Disclosure of the Contract and its terms would harm Walgreens in several ways. Other potential customers could use the pricing terms contained in the Agreement as leverage when negotiating the pricing terms of their own agreements. Competitors of Walgreens could likewise use the pricing terms and other

confidential details about Walgreens' services and operations as an unfair advantage in negotiations with potential customers or to better emulate Walgreens' services. Other drug manufacturers might also use the information contained in the Agreement to gain unfair advantages over Walgreens, including with respect to the pricing of those manufacturers' drugs.

8. For all these reasons, Walgreens closely guards the terms of its contract pharmacy agreements with 340B covered entities and takes appropriate steps to ensure those agreements remain confidential. These efforts would be for naught if the Contract were publicly disclosed in this case.

9. Accordingly, on behalf of Walgreens, I respectfully request that the Court grant the motion and prevent public disclosure of the Contract.

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

Dated this 27th day of October 2026.

J. Randall Richards
Senior Director and Managing Counsel
Walgreen Co.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI'I

ABBVIE INC. (a Delaware corporation); ALLERGAN, INC. (a Delaware corporation); DURATA THERAPEUTICS, INC. (a Delaware corporation); ABBVIE PRODUCTS LLC (a Georgia limited liability company); PHARMACYCLICS LLC (a Delaware limited liability company); ALLERGAN SALES, LLC (a Delaware limited liability company), Plaintiffs, vs. ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAI`I, Defendant.	Civil No. 1:25-cv-00230-SASP-WRP DECLARATION OF CHRISTIAN D. CHAMBERS, ESQ.

DECLARATION OF CHRISTIAN D. CHAMBERS, ESQ.

I, CHRISTIAN D. CHAMBERS, ESQ., declare as follows:

1. I am over the age of 21, have personal knowledge of the matters set forth in this Declaration, and am competent to testify to them. I submit this Declaration in support of The Queen's Health Systems and The Queen's Medical Center's Motion To Seal Confidential Information.

2. I am an attorney licensed to practice law in the State of Hawaii, and properly admitted to practice before this Court.

3. I am one of the attorneys representing The Queen's Health Systems and The Queen's Medical Center (collectively, "Queen's") in connection with this case and was personally involved in assisting Queen's with responding to subpoenas issued by the Plaintiffs in this matter.

4. After receiving the subpoenas issued by the Plaintiffs, I communicated with Plaintiffs' counsel regarding a response.

5. Attached hereto as Exhibit 1 is a true and correct copy of a series of emails I exchanged with Plaintiffs' counsel regarding Queen's response to the subpoenas.

6. Attached hereto as Exhibit 2 is a true and correct copy of a letter I sent to Plaintiffs' counsel regarding the subpoenas.

7. Queen's waited until a Stipulated Protective Order ("SPO") was entered by the Court before producing any responsive documents.

8. When responding to the document subpoena issued by the Plaintiffs, Queen's produced internal policies and procedure manuals and contracts between Queen's and certain pharmacies.

9. Those documents were reviewed and marked as "CONFIDENTIAL," or "CONFIDENTIAL – ATTORNEYS EYES ONLY" pursuant to the SPO entered by the Court.

10. Queen's also redacted pricing terms from its pharmacy contracts before producing them in response to the subpoena.

11. Attached hereto as Exhibit 3 is a true and correct copy of a series of emails I exchanged with Plaintiffs' counsel regarding Queen's production of documents in response to the subpoenas.

12. After discussions with Plaintiffs' counsel, and based upon the protections provided by the SPO, Queen's produced unredacted copies of its pharmacy contracts.

13. Attached hereto as Exhibit 4 is a true and correct copy of a series of emails I exchanged with Plaintiffs' counsel regarding Plaintiffs' intent to utilize documents and information Queen's has designated pursuant to the SPO during trial.

14. On October 26, 2026, I participated in a video conference meeting with Plaintiffs' counsel and counsel for the Defendant.

15. During that conference, I provided notice of Queen's intent to seek protection of its confidential information during the upcoming trial.

16. Specifically, I informed counsel that Queen's would be asking:

a. That the Court only permit individuals authorized to view information designated as "CONFIDENTIAL – ATTORNEYS EYES ONLY"

under the protective order to be present during the testimony of any Queen's representative;

b. That the Court allow Queen's to file a Motion to redact and/or seal any trial transcripts which include confidential information; and

c. That the Court allow Queen's to file a Motion to redact and/or seal any trial exhibits which include confidential information.

17. Plaintiffs' counsel indicated they would oppose request 16(a), but did not object to requests 16(b) and 16(c).

18. The parties briefly discussed potential compromises during the meet and confer, including the potential for Plaintiffs' trial representative agreeing not to disclose confidential information observed during trial.

19. The parties were not in a position to make agreements on behalf of their clients at that time, so no formal proffers or agreements were made.

20. Attached hereto as Exhibit 5 is a chart provided by Plaintiffs' counsel which identifies the confidential Queen's documents the Plaintiffs plan to use at trial.

I, CHRISTIAN D. CHAMBERS, ESQ., state that the foregoing is true and correct.

DATED: Honolulu, HI, October 28, 2026.

/s/ Christian D. Chambers, Esq.
CHRISTIAN D. CHAMBERS, ESQ.

EXHIBIT 1

Katherine T. Hiraoka

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Monday, November 10, 2025 6:12 PM
To: Christian D. Chambers
Cc: Katherine T. Hiraoka; Anne K. Kinoshita; Linda M. Foster
Subject: Re: AbbVie v. State: SDT to Queen's Medical Center

Thanks very much.
-Claire

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748
Honolulu

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Monday, November 10, 2025 6:09:40 PM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

[WARNING: EXTERNAL SENDER]

Hi Claire,

We will have an initial production ready tomorrow. When preparing the documents, we came across several pharmacy contracts that include confidentiality provisions. We are in the process of providing the notifications required by those contracts, and will be completing the productions next week (once the notice obligations have been met).

Thank you,
Christian

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Monday, November 10, 2025 2:24 PM
To: Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

Aloha Christian and team:
Any possibility we could get an initial production today or tomorrow? Please let me know if there is anything we need to discuss in terms of timing/scope.
Thanks so much,
Claire

EXHIBIT 1

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748

Honolulu

From: Black, Claire Wong
Sent: Thursday, October 30, 2025 9:19 AM
To: Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

Aloha Christian:
Attached is the SPO that was approved and ordered by Judge Porter yesterday.
Best,
Claire

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748

Honolulu

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Wednesday, October 22, 2025 6:03 PM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

[WARNING: EXTERNAL SENDER]

Hi Claire,

I wanted to check in again to see if there has been any progress on the SPO. I appreciate the offer to respect any designations we might make, but Queen's is not going to preemptively turn over any documents before there is something they can rely upon. The other question that has come up is whether the consolidation means there will be a second set of subpoenas (and whether we can do a consolidated response if so).

Also, I have attached a letter setting forth Queen's objections to the two subpoenas. As discussed, this does not mean we are not going to continue working with you to get this resolved.

Happy to have a call if that would help clarify anything. I have a hearing tomorrow morning, but should be in the office after 2:00.

Thanks,
Christian

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Monday, October 13, 2025 4:54 PM
To: Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

Thank you, Christian. The state has agreed to an SPO, but now that the case is consolidated we are also working with PhRMA's counsel on the SPO. I am confident an SPO will eventually be entered and I can represent that if you produce documents prior to entry of the SPO and mark them Confidential/AEO, we would honor those designations. But I understand your concerns and am fine pushing back the response date to next Monday. Please call or email me if you have any questions.

Best,
Claire

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748

Honolulu

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Monday, October 13, 2025 11:46 AM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

[WARNING: EXTERNAL SENDER]

HI Claire,

Sorry, just realized I never go back to you on your question about the facilities covered by the response.

We are gathering documents for the following entities:

The Queen' Medical Center – which includes all O'ahu campuses: Manamana/Punchbowl , West-O'ahu, Kahi Mohala, Wahiawa, Hale Pulama Mau
Queen's North Hawaii Community Hospital
Moloka'i General Hospital

Not all of those entities are strictly covered by the current subpoena, but Queen's is willing to provide the information in its response to help speed things along.

Let me know if you have any questions.

Thanks,
Christian

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Wednesday, October 1, 2025 12:34 PM
To: Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

Following up to confirm that we would like to include North Hawai`i and Molokai. If there is no responsive information or the efficiencies weigh toward a separate subpoena, just let me know. Thanks!

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748

Honolulu

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Monday, September 29, 2025 2:57 PM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

[WARNING: EXTERNAL SENDER]

HI Claire,

Thanks for the call. This email will confirm that the deadline for Queen's to respond to the document subpoena has been extended to October 14, 2025. I will be in touch asap if that will be a problem.

Also, I will check in with Queen's to see if they track the relevant information in a manner that would make it more efficient to include North Hawaii and Molokai in the responses. If so, we can talk further about consolidating everything.

Christian

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Monday, September 29, 2025 11:04 AM
To: Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Laura M. Utoafili <LUtoafili@legalhawaii.com>
Subject: RE: AbbVie v. State: SDT to Queen's Medical Center

Aloha Christian and Katherine:

Thanks so much for reaching out. We do have some hard deadlines (an early November hearing date), but I can be flexible on the return date. Please feel free to give me a call when you have a moment and we can discuss. As to confidentiality, we are hoping to secure the State's agreement to an SPO. I will let you all know if/when we get one entered.

Best,
Claire

P.S. Hi Laura--hope you are well!

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748

Honolulu

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Monday, September 29, 2025 10:53 AM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Laura M. Utoafili <LUtoafili@legalhawaii.com>
Subject: AbbVie v. State: SDT to Queen's Medical Center

[WARNING: EXTERNAL SENDER]

Aloha Claire,

Our firm has been retained by The Queen's Medical Center with respect to the two subpoenas you issued in the AbbVie v. State litigation.

We are still getting up to speed, so I don't know if the return dates are feasible for the Queen's staff. We are working on that this week, and I will let you know once we get a better feel. It would be helpful, however, to know if you are dealing with any hard deadlines in the litigation that will impact any flexibility on timing.

Also, can you let me know if there is a protective order in place that would allow the designation of information as confidential and/or attorneys-eyes only? From my initial look at the subjects, it seems highly likely Queen's will want to keep some of the requested in formation confidential.

Please feel free to reach out to me or my associate Katherine Hiraoka (copied) if you have any questions.

Thanks,
Christian

Christian D. Chambers
Lung Rose Voss & Wagnild
Attorneys at Law
Topa Financial Center
700 Bishop St., Suite 900
Honolulu, Hawai'i 96813
Telephone: (808) 523-9000
Fax: (808) 533-4184
E-mail: cchambers@legalhawaii.com

CONFIDENTIALITY. This electronic mail message originated from the law office of Lung Rose Voss & Wagnild, Topa Financial Center, 700 Bishop St., Suite 900, Honolulu, Hawai'i 96813. It was intended only for the confidential use of the designated recipient(s) and may include privileged and confidential attorney-client communication. If you have received this communication in error, please notify us (808) 523-9000. Any review, distribution, or copying of this message is prohibited. Thank you for your assistance.

EXHIBIT 2

LUNG ROSE VOSS WAGNILD
Attorneys at Law

Topa Financial Center
700 Bishop Street, Suite 900
Honolulu, Hawaii 96813

P.O. Box 1760
Honolulu, Hawaii 96806

Tel: (808) 523-9000
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Ryan H. Engle
Michael C. Carroll
Adrian L. Lavarias
Sarah M. Love
Matthew C. Shannon
Christian D. Chambers
Grant F. Allison
Jai W. Keep-Barnes
David A. Imanaka

John M. Blanchard
Suhyeon Burns
David E. Case
Christian S. Ferrer
John D. Ferry III
Kira J. Goo
Katherine T. Hiraoka
Cayli R. Hirata
Sharon Paris
Ivana P. Tran
Keri Ann N. Yatogo

Jason N. Baba
(1957-2001)

A Partnership of
Law Corporations

October 22, 2025

VIA E-MAIL: claire.black@dentons.com

Claire Wong Black, Esq.
Dentons US LLP
1001 Bishop Street, Suite 1800
Honolulu, HI 96813

Re: *ABBVIE INC., et al. v. Anne E. Lopez, in her official capacity as Attorney General of the State of Hawaii*; Civil No. 1:25-cv-00230-SASP-WRP

Dear Ms. Black:

As you know, our firm represents The Queen's Medical Center ("QMC") with respect to the above-referenced lawsuit ("Lawsuit"). This letter responds and objects to (1) the SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION ("Document Subpoena"), and (2) the SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION ("Deposition Subpoena"), dated September 15, 2025, which your office filed on behalf of AbbVie Inc., et al. ("Plaintiffs"). As we have discussed, QMC is willing to work with your office to resolve the below objections and provide responses to both subpoenas. By engaging in discussions, however, QMC is not making any admissions or waiving any objections that it may otherwise raise with respect to the Document Subpoena or the Deposition Subpoena.

Pursuant to Rule 45(d) of the Rules of Civil Procedure for United States District Courts, QMC's objections to specific requests in the Documents Subpoena are provided below:

1. **Documents, including but not limited to the contracts entered into between You and Your Contract Pharmacies, that reflect: (a) The maintenance of title to 340B-priced drugs held at Your Contract Pharmacies; (b) The nature and scope of the relationship between You and any Contract Pharmacy, including any agency or independent contractor relationships; and, (c) Any percentage amount or fees retained by the Contract Pharmacy as a part of Your contractual relationship.**

QMC objects to this request on the basis that seeking "documents" from December 29, 2020 to present is overbroad and unduly burdensome because it includes contracts that are no longer in effect. QMC also objects to this request on the basis that it seeks

EXHIBIT 2

confidential commercial information about QMC and other third-parties which have business relationships with QMC.

2. Documents sufficient to show any "patient" definition(s) You have adopted or employed with respect to Your Contract Pharmacies or third-party administrators since December 29, 2020, including but not limited to any formulas, algorithms, methodologies, criteria, or processes utilized to determine whether an individual qualifies as Your "patient."

Plaintiffs' request is vague and ambiguous as to the nature and extent of documents that would be "sufficient" to respond to this request, and as to the terms "adopted," "employed," and "third-party administrators." QMC also objects to this request on the basis that its request for "documents" from December 29, 2020 to present is overbroad and unduly burdensome because it includes outdated information that is no longer in effect. QMC also objects to this request on the basis that it seeks confidential commercial information about QMC and other third-parties which have business relationships with QMC.

3. Documents sufficient to show how You use Your 340 B savings and revenue, including but not limited to any policies, practices, financial records, or reports reflecting allocations, expenditures, or reinvestments of 340B-related funds.

Plaintiffs' request is vague and ambiguous as to the nature and extent of documents that would be "sufficient" to respond to this request, and as to the terms "policies," "practices," "financial records," and "reports." QMC also objects to this request on the basis that it seeks confidential financial information.

4. Documents sufficient to show the methods, manners, policies, protocols, or procedures governing the placement of Replenishment Orders by Your Contract Pharmacies, or Your third-party administrator on Your Behalf, including Your involvement in and awareness of same.

Plaintiffs' request is vague and ambiguous as to the nature and extent of documents that would be "sufficient" to respond to this request, and as to the terms "methods," "manners," "policies," "protocols," "procedures," and "third-party administrators." This request is also unduly burdensome in that it seeks documents and information that is not in the care, custody, or control of QMC and can be more easily obtained from the above-mentioned Contract Pharmacies and third-party administrator.

5. Documents regarding Your involvement with this Litigation, including Your communications with parties in this Litigation and the contents of any declaration, affidavit, or other testimony you have provided or will provide in connection with this Litigation.

QMC objects as the scope of the request encompasses documents and information that are not relevant to any party's claim or defense in the Lawsuit, or that are protected from disclosure by the attorney-client privilege, common interest privilege, and/or work product protection. To the extent that QMC has submitted any declarations, affidavit, or other testimony in the Lawsuit, those documents should already be available to Plaintiffs as court documents.

We understand that your office is in the process of entering a formal Stipulated Protective Order ("SPO") in the Lawsuit, pursuant to which QMC may designate responsive documents and information as confidential. Due to the nature of the documents and information requested in the Document Subpoena, QMC will not produce any responsive documents until the SPO is formally entered, and QMC has the opportunity to review the SPO, request additional protects (if necessary), and designate confidential materials accordingly.

With respect to the Deposition Subpoena, Plaintiffs have not requested to meet and confer with QMC as required under Rule 30(b)(6) of the Rules of Civil Procedure for United States District Courts. Plaintiffs' "FRCP Rule 30(b)(6) Topics" do not specify time frames and encompass requests for privileged, protected, or otherwise confidential information. Given the size of QMC as an organization, we believe that a meet and confer is necessary to narrow or clarify Plaintiff's topics so that QMC may designate the appropriate witness(es). QMC reserves its right to object to any aspect of the deposition at the time of the examination.

Should you have any questions or concerns, please contact our office.

Sincerely,

LUNG ROSE VOSS & WAGNILD

By: _____
Christian D. Chambers
Attorney at Law, A Law Corporation
Its General Partner

CDC/KTH:akk

EXHIBIT 3

Katherine T. Hiraoka

From: Eddy, Hanna <hanna.eddy@kirkland.com>
Sent: Tuesday, February 3, 2026 2:13 PM
To: Katherine T. Hiraoka; Christian D. Chambers
Cc: Black, Claire Wong; Pohl, Meredith; Joseph, Neil; Treacy, Riley
Subject: RE: QHS - AbbVie/Hawaii Subpoenas

Christian,

Thanks for the call today. Just to briefly summarize, you all agreed to look into the Longs Drug Store and Option Care agreements, as well as whether there are documents that note the total 340B revenue and savings figures. You are also going to get back to us with potential deposition dates at the end of February and early March. We will keep an eye out for your response, and we are willing to be flexible with regard to scheduling. The deposition will likely proceed in person, but we can discuss logistics closer to the deposition.

During the call, we asked that you produce the unredacted versions of the contract pharmacy agreements. The portions redacted are related to fees paid to and retained by the pharmacies and/or TPAs, which are directly relevant to AbbVie's Takings claim and any public use defense the State may raise. AbbVie alleges that Hawaii's Act 143 forces AbbVie to make additional sales at the 340B-discounted price that it otherwise would not make and under terms it would otherwise not accept, which effectuates a taking under the Fifth and Fourteenth Amendments. How 340B revenue is allocated between covered entities, contract pharmacies, and TPAs (among others) is relevant to that claim, including the State's position that those additional discounted sales are required in furtherance of a recognized public use or public purpose under the law. We believe the two-tiered protective order is sufficient to alleviate confidentiality concerns, though per our discussion, we are happy to provide notice ahead of any filing of Queen's AEO-designated documents under seal so that you can convey your position on sealing to the Court. Please let us know your position.

Thank you,
Hanna

Hanna Eddy

KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W. Washington DC 20004
T +1 202 389 3299 **M** +1 202 839 1757
F +1 202 389 5200

hanna.eddy@kirkland.com

From: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>
Sent: Thursday, January 29, 2026 8:49 PM
To: Eddy, Hanna <hanna.eddy@kirkland.com>; Christian D. Chambers <cchambers@legalhawaii.com>
Cc: Black, Claire Wong <claire.black@dentons.com>; Pohl, Meredith <meredith.pohl@kirkland.com>; Joseph, Neil <neil.joseph@kirkland.com>; Treacy, Riley <riley.treacy@kirkland.com>
Subject: RE: QHS - AbbVie/Hawaii Subpoenas

Hi Hanna,

Christian and I are available next Tuesday morning if we can be done by 11:00 a.m. Hawaii time.

EXHIBIT 3

Thank you,
Katherine

From: Eddy, Hanna <hanna.eddy@kirkland.com>
Sent: Thursday, January 29, 2026 9:11 AM
To: Christian D. Chambers <cchambers@legalhawaii.com>; Katherine T. Hiraoka <KHiraoka@legalhawaii.com>
Cc: Black, Claire Wong <claire.black@dentons.com>; Pohl, Meredith <meredith.pohl@kirkland.com>; Joseph, Neil <neil.joseph@kirkland.com>; Treacy, Riley <riley.treacy@kirkland.com>
Subject: RE: QHS - AbbVie/Hawaii Subpoenas

> Some people who received this message don't often get email from hanna.eddy@kirkland.com. Learn why this is important

Hi all,

We work with Claire on the AbbVie/Hawaii 340B litigation. Please let us know if you are available for a call early next week to discuss the document and deposition subpoenas. To preview, we are interested in whether Queen's has additional documents to produce that are responsive to the subpoenas and in discussing deposition logistics.

Thank you,
Hanna

Hanna Eddy

KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W. Washington DC 20004
T +1 202 389 3299 M +1 202 839 1757
F +1 202 389 5200

hanna.eddy@kirkland.com

From: Black, Claire Wong <claire.black@dentons.com>
Sent: Tuesday, December 09, 2025 10:26 PM
To: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>
Cc: Christian D. Chambers <cchambers@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>
Subject: Re: Dropbox password

Thank you.
Best,
Claire

Claire Wong Black

+1 808 441 6152 | +1 808 282 7748
Honolulu

From: Katherine T. Hiraoka <KHiraoka@legalhawaii.com>
Sent: Tuesday, December 9, 2025 2:22:22 PM
To: Black, Claire Wong <claire.black@dentons.com>
Cc: Christian D. Chambers <cchambers@legalhawaii.com>; Linda M. Foster <lfoster@legalhawaii.com>; Anne K.

Kinoshita <akinoshita@legalhawaii.com>
Subject: Dropbox password

[WARNING: EXTERNAL SENDER]

Hi Claire,

The Dropbox password is:
uQek9D9&1k/5

Thanks,
Katherine

Katherine T. Hiraoka
Lung Rose Voss & Wagnild
Topa Financial Center
700 Bishop Street, Suite 900
Honolulu, HI 96813
Tel: (808) 523-9000
Fax: (808) 533-4184
E-mail: khiraoka@legalhawaii.com

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EXHIBIT 4

From: Christian D. Chambers
To: "Meredith Pohl"; bhelms@hallrender.com
Cc: Han, Christopher T; Black, Claire Wong; *MOwen@gibsondunn.com; Bell, Nick; Hulce, Megan; Katherine T. Hiraoka; Anne K. Kinoshita; Laura M. Utoafili; Helms, Brandon C.
Bcc: "QUEEN"S MEDICAL CENTER QUEEN"S PHARMACEUTICAL 3885 215 Emails"
Subject: RE: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial
Date: Sunday, October 25, 2026 10:28:38 PM
Attachments: image001.png

Hi Meredith,

Let's plan to meet on Monday. I am available any time after 11:00 HST. Feel free to send a Teams invite for any time that also works for you.

I will let you know that we do not agree with AbbVie's position that the protective order does not apply to trial proceedings. Section 5 of the Order is titled "DURATION" and specifically provides that the "confidentiality obligations imposed by this Order shall remain in effect until …all claims and defenses in this action are dismissed … or after the completion and exhaustion of all appeals … ." Queen's expects the protections set forth in the order to be honored by AbbVie throughout that duration.

The language is Section 6.3(b) does not relieve AbbVie (or any other party) from their obligations under the protective order. First, that section governs "Testimony given in deposition or in other pretrial proceedings." The "confidential material" referenced in that section, therefore, refers to deposition transcripts or other pre-trial testimony that may be used at trial.

Second, AbbVie would still have responsibilities even if Section 6.3(b) was intended to refer to trial testimony. Section 8.2 of the protective order strictly limits AbbVie's authority to disclose confidential material to designated classes of individuals. The general public is not included in those categories, whether or not the disclosure takes place during a trial.

Third, Section 8.4 requires AbbVie to take appropriate steps to safeguard confidential information included in any "papers filed in Court in this action." Again, there is no distinction between papers filed during the pre-trial phase of the case, or during trial.

We will be filing a Motion to Seal on Wednesday. That motion will ask the court to take certain actions to ensure our client's confidential information is not disclosed. The purpose of the meeting I requested is to see if we can narrow any of the issues, come to an agreement on some of the safeguards we would like in place, or determine whether your client will have any objections to our requests. Given the short schedule, that meeting will have to take place tomorrow (Monday) to be useful.

Thank you,
Christian

From: Meredith Pohl <MPohl@kslaw.com>
Sent: Friday, October 23, 2026 3:18 AM
To: Christian D. Chambers <cchambers@legalhawaii.com>; bhelms@hallrender.com
Cc: Han, Christopher T <christopher.t.han@hawaii.gov>; Black, Claire Wong <claire.black@dentons.com>; *MOwen@gibsondunn.com <mowen@gibsondunn.com>; Bell, Nick <nbell@gibsondunn.com>; Hulce, Megan <mhulce@gibsondunn.com>; Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Laura M. Utoafili <LUtoafili@legalhawaii.com>
Subject: RE: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial

Hi Christian,

Apologies, I am in a deposition today so may have trouble connecting live. I have tried to provide some answers to your questions below and am available to discuss over the weekend or Monday, if helpful as well.

EXHIBIT 4

It is AbbVie's position that the existing protective order governs briefs and filings, not trial proceedings in open court. *See, e.g.,* Dkt. 108 at 6 ("If a party or non-party desires to protect confidential material at trial, the issue should be addressed during the pre-trial conference."). If any third parties wish to seal their confidential information at trial, the Court's pretrial schedule (Dkts.148, 160) contemplates that those third parties will seek appropriate relief from the Court by 10/28 in order for their motion to be heard on or before the pretrial conference on 11/10.

We do not believe it is otherwise appropriate for us to seek to seal any of your client's designated information. It is not our purportedly confidential information; accordingly, we can't substantiate the necessity or propriety of sealing by declaration or otherwise. Moreover, we do not necessarily agree that the information meets the appropriate sealing standard to begin with. We're happy to meet and confer about your motion to seal should you seek to file one and determine if there are areas we'd agree not to oppose (for example, if you'd like to discuss redacting specific fee information from documents admitted at trial that may ultimately become public as a matter of record).

We take no position on the issue of post-trial briefing at this time, and are of course willing to meet and confer on any specific requests you may have with respect to post-trial briefing.

Thanks,
Meredith

From: Christian D. Chambers <cchambers@legalhawaii.com>
Sent: Thursday, October 22, 2026 5:19 PM
To: Meredith Pohl <MPohl@kslaw.com>; bhelms@hallrender.com
Cc: Han, Christopher T <christopher.t.han@hawaii.gov>; Black, Claire Wong <claire.black@dentons.com>; *MOwen@gibsondunn.com <mowen@gibsondunn.com>; Bell, Nick <nbell@gibsondunn.com>; Hulce, Megan <mhulce@gibsondunn.com>; Katherine T. Hiraoka <KHiraoka@legalhawaii.com>; Anne K. Kinoshita <akinoshita@legalhawaii.com>; Laura M. Utoafili <LUtoafili@legalhawaii.com>
Subject: RE: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial

CAUTION: MAIL FROM OUTSIDE THE FIRM

Hi Meredith,

We would like to set up a time to meet and confer regarding the use of The Queen's Medical Center's confidential information. Specifically, we would like to discuss:

- Your client's position re: witness testimony that might include confidential information;
- How exhibits containing confidential information will be protected; and
- Options for allowing time for post-trial briefing to protect confidential information that may be discloses at trial.

Can you let me know if you have any time tomorrow? I can be available between 9:00 and 11:00 HST.

Thank you,
Christian

From: Meredith Pohl <MPohl@kslaw.com>
Sent: Friday, October 16, 2026 5:03 PM
To: Christian D. Chambers <cchambers@legalhawaii.com>; bhelms@hallrender.com
Cc: Han, Christopher T <christopher.t.han@hawaii.gov>; Black, Claire Wong <claire.black@dentons.com>; *MOwen@gibsondunn.com <mowen@gibsondunn.com>; Bell, Nick <nbell@gibsondunn.com>; Hulce, Megan

<mhulce@gibsondunn.com>

Subject: AbbVie et al. v. Lopez - Notification of Intent to Use Material Subject to Protective Order At Trial

Counsel,

Pursuant to the pretrial schedule stipulated by the parties and adopted by the Court in *AbbVie Inc. v. Lopez*, 1:25-cv-230 (D. Hawaii), AbbVie provides notice that it intends to use materials at trial that your client has designated confidential and/or attorneys eyes only under the protective order entered in this case, Dkt. 108. Please see the attached for a listing of these materials.

Under the pretrial schedule stipulated by the parties and adopted by the Court, Dkt. 148, 160, it is your client's burden to file a motion to seal by October 28, 2026. The pretrial schedule and the Court's order adopting the pretrial schedule are attached for your convenience.

Thanks,
Meredith

Meredith Pohl
Partner

T: +1 202 626 9553 | M: +1 202 294 2931 | mpohl@kslaw.com | Bio | vCard

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Suite 900
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EXHIBIT 5

Queen's Medical Center – Trial Materials Designated Under Protective Order

Bates Number	Document Description	Confidentiality Designation
QMC000023	Queen's Health Systems, 340B Program Policy (July 31, 2019)	Confidential
QMC000132	Queen's Health System, 340B Program Policy, SW-24-079 (Eff. 11/2024)	Confidential
QMC000200	Queen's Health Systems, 340B Policy & Procedure Manual	Confidential
QMC000485	340B Contract Pharmacy Services Agreement 594931 between Queen's Medical Center and Walgreen Co. (10/01/2018)	AEO
QMC000562	Pharmacy Services Agreement between Queen's Medical Center and CVS Pharmacy, Inc. (10/12/2018)	AEO
QMC000555	First Amendment to Pharmacy Services Agreement between Queen's Medical Center and CVS Pharmacy, Inc. (eff. 10/09/2019)	AEO
QMC000558	Second Amendment to Pharmacy Services Agreement between Queen's Medical Center and CVS Pharmacy, Inc. (eff. 09/01/2022)	AEO
QMC000665	Queen's Health System | Consolidated Contract with Accredo, Express, ESI, MAH, and EnGuide Pharmacy	AEO
QMC000648	Contract Pharmacy Services Agreement 500180 between Queen's Medical Center and Queen's Development Corporation (03/01/2018)	AEO

EXHIBIT 5

QMC000662	First Amendment to Contract Pharmacy Services Agreement 500180 between Queen's Medical Center and Queen's Development Corporation (06/01/2019)	AEO
QMC000659	Second Amendment to Contract Pharmacy Services Agreement 500180 between Queen's Medical Center and Queen's Development Corporation (11/1/2021)	AEO
QMC000509	Pharmacy Services Agreement between Queen's Medical Center and Caremark, L.L.C	AEO
QMC000526	First Amendment to Pharmacy Services Agreement between Queen's Medical Center and Caremark, L.L.C (eff. 10/1/2019)	AEO
QMC000549	Second Amendment to Pharmacy Services Agreement between Queen's Medical Center and Caremark, L.L.C (eff. 05/08/2023)	AEO
QMC000607	Pharmacy Services Agreement 597467 between North Hawaii Community Hospital, Inc. and CVS Pharmacy, Inc. (10/15/2018)	AEO