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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

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,* v. ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII, *Defendant.*	Civil No. 1:25-cv-00230-SASP-WRP **JOINT EMERGENCY REQUEST TO REINSTATE TRIAL SCHEDULE; EXHIBITS 1 - 2**

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JOINT EMERGENCY REQUEST TO REINSTATE TRIAL SCHEDULE

The Parties jointly move this Court to reinstate the trial dates and deadlines previously set in the above-captioned matter, including the pretrial conference on November 10 and the trial on November 16-20. It will greatly prejudice both Parties to reschedule the trial at this juncture;[1] the AbbVie Plaintiffs, in particular, have reached the point where trial travel and logistical arrangements have become nonrefundable, amounting to nearly six figures in costs. The Parties accordingly submit this request to explain why the pending motions to seal can be addressed within the existing schedule without postponing the trial.[2]

Both the AbbVie Plaintiffs and the Attorney General have worked diligently and collaboratively to advance this case for trial and are ready to go: all requisite pretrial disclosures have been exchanged, exhibits have been disclosed to the Court, and witnesses have arranged travel. The overzealous positions of a few non-parties regarding confidentiality of proposed trial exhibits should not undo the Parties' hard work, particularly where the Rule 16 Schedule and Amended Stipulated Protective Order provide for the orderly resolution of

[1] The Attorney General joins in the request to reset the trial for November 16-20, 2026. The Attorney General takes no position with respect to any of the ongoing sealing disputes and therefore does not join those portions of this motion.

[2] Counsel for AbbVie confirmed that Mr. Creps and Public First Law Center do not oppose keeping the existing trial dates and will be available before trial to narrow and streamline any issues for the Court to resolve regarding sealing.

sealing requests before trial. *See* Dkt. 148 at 2; Dkt. 108 § 6.3(b) (third-party requests "to protect confidential material at trial … should be addressed during the pre-trial conference"). Because the Parties have ***no*** pretrial disputes to raise for the Court's resolution, Plaintiffs had intended to address and resolve the non-parties' motions to seal at the November 10 final pretrial conference, if not sooner.

The Parties have made considerable progress narrowing the sealing disputes for resolution at the pretrial conference. There are, in essence, three types of sealing disputes pending before the Court: (1) Public First Law Center's objection to the sealing of AbbVie's pretrial brief; (2) the third parties' request to set a post-trial process to move for redactions to exhibits and transcripts prior to any filing on the public docket; and (3) four requests by third parties to entirely seal the courtroom or otherwise restrict the use of certain evidence for confidentiality reasons. The first two categories concern public access to filed materials. The third concerns how particular evidence may be presented in the courtroom. As explained below, the issues have been narrowed, and the Parties propose addressing the trial-presentation requests before trial while preserving a process for resolving appropriate public-filing redactions afterward.

With respect to the first dispute by the Law Center, AbbVie intends to withdraw its sealing request as to its own confidential information (two redactions and Exhibit 17) and file those publicly. The remaining purportedly

confidential information belongs to various third parties and, as explained in AbbVie's response, attached as Exhibit 1, AbbVie does not oppose the Law Center's objection to the sealing of that third-party information. Those disputes overlap significantly with the third parties' other disputes related to the trial itself, as the documents sealed in the pretrial brief are the same as those listed on the exhibit list for trial.[3]

With respect to the second set of issues, meet-and-confer efforts have substantially narrowed the vast majority of sealing disputes with the third parties that produced discovery. Before the October 28, 2026 filings, AbbVie's and the Attorney General's counsel spoke or corresponded with counsel for the covered entities, contract pharmacies, and third-party administrators. The majority of those third parties[4] agreed to an approach under which they would ***not*** seek to close the courtroom or prevent live testimony or the use of documents at trial.

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[3] If it would assist in keeping the original trial date, AbbVie would even be willing to file a version of its pretrial brief withdrawing the exhibits and information previously filed under seal—mooting the Law Center's objection entirely.

[4] AbbVie received discovery from eight third parties in this case. Three of them—Hawai'i Pacific Health, Castle Medical Center, and Hilo Medical Center—did not file a motion to seal at all, as a post-trial process is adequate. Two more, CVS Longs and Wellpartner, filed narrow motions to seal but likewise agree that a post-trial procedure is sufficient to protect any confidential information. Optum Pharmacy 702 LLC, which did not itself produce evidence in this case but has contracts with other third parties that may be entered into evidence, likewise filed a motion explaining that a post-trial process is adequate.

Instead, they would request an opportunity after trial to seek targeted redactions of exhibits actually admitted and relevant portions of the transcript before public release. The Parties have no objection to that procedural request, subject to the Court's approval. Such a procedure would permit the trial to proceed while preserving the Court's ability to decide the specific redactions sought; it would not itself grant any request to seal. AbbVie notes that a similar process was employed at an earlier evidentiary hearing in Colorado involving a challenge to a similar state law and live testimony concerning materially identical information. *See AbbVie Inc. v. Weiser*, No. 1:25-cv-01847, Dkts. 93, 99, 102, 107, 108 (D. Colo.).

With respect to the remaining third set of issues, four third parties seek additional restrictions on the presentation of evidence: Queen's Medical Center, Verity Solutions Group Inc., Accredo Health Group, Inc., and Walgreen Co. Their requests concern particular monetary figures, fee amounts, and other provisions in contracts or documents. The immediate question for trial scheduling is whether, and on what terms, those specific materials may be presented at trial. The requests do not require the Court to resolve every potential post-trial redaction before trial begins. The requested trial restrictions are as follows:

- Accredo and Verity ask the Court to order AbbVie to redact pricing information from exhibits before they are even used at trial, to

prohibit the Verity deposition from being played or read in open court, and, in the alternative, to hear all such evidence *in camera* with only persons authorized to view "Attorneys' Eyes Only" ("AEO") material present. Dkt. 187 at 4, 12.

- Queen's Medical Center and Walgreens likewise ask that "any examination" occur only "in the presence of persons authorized to view AEO materials." Dkt. 186-1 at 13; *accord* Dkt. 188 at 4, 20. (With respect to Queen's Medical Center, its witness intends to testify live and was listed on the Attorney General's witness list for trial. Dkt. 164 § IX(A).)

Under either request, AbbVie's corporate representative would be excluded from key portions of a public bench trial.[5] AbbVie does not object to reasonable, narrow measures that protect specific information from disclosure on the public docket; and, as explained in AbbVie's response, attached as Exhibit 2, AbbVie believes a post-trial process would obviate these concerns. But AbbVie opposes any request to seal the courtroom such that its corporate representative cannot attend when testimony is presented in court or to redact information such that even the Court is unable to view or hear that information live. Those disputes are

[5] CVS/Longs and Wellpartner LLC have moved to seal declarations that contain numbers related to annual revenue and other monetary amounts. Although AbbVie disagrees that such information constitutes proper confidential material, AbbVie does not oppose their motions at this time because they have not sought to exclude AbbVie's corporate representative from the courtroom.

now fully briefed pursuant to the previously entered pretrial schedule. Dkts. 148, 160. AbbVie will of course re-file such responses should the Court order a different briefing schedule.

Altogether, then, the narrow disputes ripe for the Court's resolution are as follows:

Motion	Evidence Implicated	Scope of Dispute (if any)
Walgreens (Dkt. 186)	PX-47 PX-70	OPPOSE in-trial redactions and exclusion of Plaintiffs' corporate representative
Accredo/Verity (Dkt. 187)	PX 54-67, 75-77E Deposition of Kimberly Pirtle	OPPOSE in-trial redactions and exclusion of Plaintiffs' corporate representative
Queen's (Dkt. 188)	PX 15 PX 17-22 Testimony of Eric King	OPPOSE in-trial redactions and exclusion of Plaintiffs' corporate representative
CVS Longs (Dkt. 189)	PX 79	NO DISPUTE
Optum (Dkt. 190)	PX 40-40D	NO DISPUTE
Wellpartner (Dkt. 191)	PX 78	NO DISPUTE

The existing conference dates offer a practical path to resolving the remaining trial-related issues without postponing a trial for which both Parties are prepared. Under the prior schedule, third parties planned to attend the November 10, 2026, pretrial conference to address trial-sealing requests,

consistent with Dkt. 108 § 6.3(b). Because the Parties have no disputes between themselves to present at that conference, they are willing to make that time available for the Court to hear from the non-parties, including the Law Center. Alternatively, if the Court finds it useful, the November 6, 2026, status conference could be used to hear the issues that require resolution before trial.

These options would allow the Court to address the remaining requests on their merits while preserving the scheduled trial. The consequences of postponement are concrete: AbbVie and its witnesses have committed nearly $100,000 to travel and logistical arrangements that are now nonrefundable. Moving the trial would put those expenditures at risk and require witnesses to revisit arrangements already made in reliance on the Court's schedule. The Parties respectfully ask the Court to weigh those practical consequences alongside the available means of addressing the remaining issues. Reinstating the schedule would preserve the Parties' trial preparations without asking the Court to prejudge any sealing request. For these reasons, the Parties respectfully request reinstatement of the November 10 pretrial conference, the November 16–20 trial, and the associated deadlines. They stand ready to proceed and to assist with any further steps the Court considers necessary.

DATED: Honolulu, Hawai‘i, November 1, 2026.

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

IN RE: PUBLIC FIRST LAW CENTER, Objector.	MISC. NO. 26-396 [Civil No. 1:25-cv-00230-SASP-WRP] **PLAINTIFFS' RESPONSE TO NON-PARTY PUBLIC FIRST LAW CENTER'S OBJECTION TO PLAINTIFFS' MOTION TO SEAL [DKT. 166];** CERTIFICATE OF SERVICE Judge: Hon. Shanlyn A. S. Park

EXHIBIT 1

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PLAINTIFFS' RESPONSE TO NON-PARTY PUBLIC FIRST LAW CENTER'S OBJECTION TO PLAINTIFFS' MOTION TO SEAL

On October 12, 2026, AbbVie moved to seal its pretrial brief and filed a redacted version of the brief pursuant to LR5.2. *AbbVie et al. v. Lopez*, No. 1:25-cv-00230 (D. Haw.), Dkt. 108 § 8.4; Dkt. 166 at 3. AbbVie sought to seal its pretrial brief primarily because it contained discussion of, and quotes from, documents and deposition testimony that third parties had designated confidential pursuant to the protective order. Dkt. 108 § 8.4. Upon filing its pretrial brief, AbbVie promptly alerted those third parties to the contents of the brief as required by the protective order. AbbVie has also alerted the third parties of Public First Law Center's objection to AbbVie's motion to seal, and of this Court's intention to set a briefing schedule, so they may respond in defense of sealing AbbVie's pretrial brief and exhibits thereto. AbbVie takes no position on whether these third-party materials should be sealed. As for the small amount of AbbVie's confidential information included in the brief, AbbVie does not object to unsealing that information.

There is a strong presumption of public access to judicial records. *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178–79 (9th Cir. 2006). Courts place the burden of overcoming this presumption on the party (or non-party) designating material for exclusion from public access. *See Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir. 2002) ([T]he burden of proof . . . remain[s] with the party seeking protection); *see also Kamakana*, 447 F.3d at 1183

(determining non-party had failed to rebut the presumption of access).

AbbVie does not—and indeed cannot—defend the confidentiality of any materials designated by third parties, and AbbVie takes no position on whether those materials should remain sealed. With respect to the third-parties' information, AbbVie is in no position to make the factual showing necessary to substantiate a request for permanent sealing. *See* Dkt. 108 § 8.4. Two of the sealed exhibits are AbbVie's own expert reports, but AbbVie filed those under seal only because they, in turn, cite and discuss information designated confidential by third parties. So whether those exhibits should remain sealed turns on the Court's decision as to sealing of the third parties' information.

AbbVie has notified the relevant third parties of the Public First Law Center's objection so that they may respond, if they wish to do so. As indicated above, AbbVie withdraws its request to seal Exhibit 17 and two redacted sentences in its pretrial brief (on pages 30 and 32) in the brief and will re-file a version of the pretrial brief with that information publicly available once the remaining disputed exhibits and quotations are resolved. AbbVie had previously sought to protect this information because it arises from AbbVie's confidential (and voluminous) pricing information. *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978); *see In re Elec. Arts, Inc.*, 298 F. App'x 568, 569 (9th Cir. 2008). But AbbVie will file Exhibit 17 on the public docket and will file a new version of its pretrial brief with the single

redaction withdrawn.

AbbVie's only request with respect to the Public Law Center's objection is that the Court set the objection for expedited resolution. Many of the third parties were already on notice that they may need to attend the previously scheduled pretrial conference on November 10, 2026, with respect to sealing concerns at trial, and potential disputes related to the pretrial brief overlap significantly with those already-pending motions.

DATED: Honolulu, Hawai'i, November 1, 2026.

Respectfully submitted,

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

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,

v.

ANNE E. LOPEZ, in her official capacity as ATTORNEY GENERAL OF THE STATE OF HAWAII,

Defendant.

Civil No. 1:25-cv-00230-SASP-WRP

PLAINTIFFS' OMNIBUS RESPONSE TO NON-PARTY MOTIONS TO SEAL FILED BY ACCREDO HEALTH GROUP, INC. AND VERITY SOLUTIONS GROUP, INC. [DKT. 187], WALGREEN CO. [DKT. 186], AND THE QUEEN'S HEALTH SYSTEMS AND THE QUEEN'S MEDICAL CENTER [DKT. 188]; CERTIFICATE OF COMPLIANCE; CERTIFICATE OF SERVICE

Judge: Hon. Shanlyn A. S. Park

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PLAINTIFFS' OMNIBUS RESPONSE TO NON-PARTY MOTIONS TO SEAL FILED BY ACCREDO HEALTH GROUP, INC. AND VERITY SOLUTIONS GROUP, INC. [DKT. 187], WALGREEN CO. [DKT. 186], AND THE QUEEN'S HEALTH SYSTEMS AND THE QUEEN'S MEDICAL CENTER [DKT. 188]

Plaintiffs (collectively, "AbbVie") oppose the motions to seal filed by non-parties Accredo Health Group, Inc. ("Accredo"), Verity Solutions Group, Inc. ("Verity"), and Walgreen Co. ("Walgreens"), and the first of three requests by non-parties The Queen's Health Systems and The Queen's Medical Center (together, "Queen's"), because the relief they seek would keep relevant evidence from the factfinder, exclude AbbVie's corporate representative, and prevent AbbVie from trying its case in open court.

AbbVie does not object to reasonable, narrow measures that protect specific information from disclosure on the public docket, including (1) a post-trial process through which non-parties may seek redaction or sealing of admitted exhibits and trial-transcript excerpts before they are placed on the public docket, and (2) redaction of specific fee figures from documents that become part of the public record. For that reason, AbbVie does not oppose Queen's Requests 2 and 3, which would let Queen's move after trial to redact or seal trial transcripts and admitted exhibits containing its designated information. Dkt. 188 at 4, 20; Dkt. 188-4 ¶¶ 16-17.

But Accredo, Verity, Walgreens, and Queen's (together, "movants") ask for much more. Accredo and Verity ask the Court to order AbbVie to redact pricing

information from exhibits before they are even used at trial, to prohibit the Verity deposition from being played or read in open court, and, in the alternative, to hear all such evidence in camera with only persons authorized to view "Attorneys' Eyes Only" ("AEO") material present. Dkt. 187 at 4, 12. Walgreens likewise asks that "any examination concerning [the agreements'] specific terms occur only in the presence of persons authorized to view AEO materials." Dkt. 186-1 at 13. And Queen's Request 1 would permit only persons authorized to view AEO material to be present during the testimony of any Queen's representative. Dkt. 188 at 4. Under each request, AbbVie's corporate representative would be excluded from key portions of a public bench trial. Queen's request would reach the entire testimony of its representative, Eric King, who is one of the two witnesses the Attorney General intends to call in support of Act 143.

Queen's motion identifies a better course: "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 [redact] and/or seal the transcript of its witness' testimony." Dkt. 188 at 19. AbbVie agrees, but (contrary to Queen's suggestion) that solution requires no courtroom closure.

The narrower requests of the other non-parties show how far movants overreach. Longs Drug Stores California LLC ("Longs") and Wellpartner LLC ("Wellpartner") each seek to seal a single number in a single declaration, and each

expressly asks that, if the unredacted declaration is used, AbbVie's corporate representative be permitted to remain in the courtroom along with AEO-authorized individuals. Dkt. 189 at 3, 7; Dkt. 191 at 3, 7. Optum Pharmacy 702, LLC ("Optum") does not seek "to limit the use of any exhibit in the courtroom," acknowledges that "[t]he Court, the parties, the witnesses, and the factfinder will see every exhibit in full," and asks only for redactions to the public versions of three exhibits and a 90-day restriction on public access to the trial transcript. Dkt. 190-1 at 5, 14, 15-16. AbbVie does not oppose the Longs, Wellpartner, or Optum motions. Those motions confirm that the information at issue can be protected without disrupting ordinary trial procedures and that the broader relief movants seek is unnecessary.

LEGAL STANDARD

There is a strong presumption of public access to judicial records. *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006); *see Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597 (1978). That presumption is at its strongest at trial, the proceeding most directly tied to the merits. *See Kamakana*, 447 F.3d at 1179 ("[T]he resolution of a dispute on the merits, whether by trial or summary judgment, is at the heart of the interest in ensuring the 'public's understanding of the judicial process and of significant public events.'" (citation omitted)). A party seeking to seal material connected to the merits must show

"compelling reasons" supported by specific factual findings, and the Court must conscientiously balance the competing interests. *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096-99 (9th Cir. 2016); *Kamakana*, 447 F.3d at 1178-79; *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003). "Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning," do not suffice even under the less demanding good-cause standard. *Beckman Indus., Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir. 1992) (quotation omitted). Movants themselves acknowledge that the compelling-reasons standard governs, Dkt. 187 at 8; Dkt. 186-1 at 8; Dkt. 188 at 14-15, and Queen's acknowledges that the public has a presumptive right of access to trials, Dkt. 188 at 14.

ARGUMENT

I. The Protective Order, Unchallenged Designations, and AbbVie's Prior Communications Do Not Establish a Basis for Sealing at Trial.

Movants' reliance on the Protective Order fails. None of their designations, AbbVie's decision not to challenge them, or AbbVie's prior communications entitle movants to sealing at trial. Accredo, Verity, and Queen's emphasize that AbbVie has not challenged their designations. Dkt. 187 at 7; Dkt. 188 at 16. Queen's further contends that AbbVie is breaking "assurances" that Queen's trade secrets would not be revealed, *id.* at 5, 8-11; Dkt. 188-1 ¶¶ 12-13, and that Section 5 of the Protective Order carries its protection through trial, Dkt. 188 at 10. Walgreens and Queen's

both invoke the Court's order sealing exhibits to AbbVie's pretrial brief. Dkt. 186-1 at 7, 10-11; Dkt. 188 at 16. The Court has since vacated that order after Walgreen's and Queen's filed their motions. Dkt. 201.

To start, reliance on a blanket or stipulated protective order does not justify sealing. *See, e.g.*, *Kamakana*, 447 F.3d at 1183 (reaffirming that "a non-party's reliance on a blanket protective order is unreasonable and is not a 'compelling reason' that rebuts the presumption of access," and holding that the non-party there "should have been on notice that confidential categorization of discovery documents under the protective order was not a guarantee of confidentiality, especially in the event of a court filing"); *Foltz*, 331 F.3d at 1137-38; *Beckman*, 966 F.2d at 475-76; *In re Roman Catholic Archbishop of Portland in Or.*, 661 F.3d 417, 424 (9th Cir. 2011).

Nor does it matter that AbbVie has not previously challenged movants' confidentiality designations. Designations under a stipulated protective order are made unilaterally by the producing party, and a party "does not waive its right to challenge a designation" by "electing not to mount a challenge promptly after the original designation is disclosed." Dkt. 108 § 7.1, at 9. A party that accepts designations to keep discovery moving does not concede that the material meets the compelling-reasons standard. AbbVie has never made that concession; it has simply honored its obligation under the Protective Order to file designated material under

seal and to give the producing party notice so that it can substantiate the basis for treating the information as confidential. *Id.* § 8.4, at 13-14.

The Protective Order itself confirms that it does not govern open-court trial proceedings. Queen's says AbbVie took that position "for the first time" in October 2026. Dkt. 188 at 12. But that is what the Order says. Trial protection "should be addressed during the pre-trial conference," Dkt. 108 § 6.3(b), at 8, and the Order's protections "do not cover information that … becomes part of the public domain through trial or otherwise," *id.* § 4, at 5. Section 5, on which Queen's relies, Dkt. 188 at 10; Dkt. 188-8 at 2, sets how long confidentiality obligations last, not what the Court will permit at trial, and it ends those obligations when "a court order otherwise directs." Dkt. 108 § 5, at 5. A stipulated order does not bind the Court's trial-management authority.

AbbVie's communications with Queen's do not change the analysis, because AbbVie kept every promise it made. On October 13, 2025, AbbVie's counsel said that if Queen's produced documents marked Confidential/AEO before a stipulated protective order was entered, AbbVie "would honor those designations." Dkt. 188-5 at 4. Queen's declined to produce until an order was entered. *Id.* at 3; Dkt. 188-4 ¶ 7. On February 3, 2026, in requesting unredacted contracts, AbbVie explained why the fee terms were relevant, stated that the two-tiered protective order was sufficient, and offered 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." Dkt. 188-7 at 2. AbbVie did exactly that. It filed Queen's materials under seal with its trial brief and served the motion so that Queen's could submit its position within 14 days, as Section 8.4 requires. Dkt. 166 at 3 n.1, 8. On October 16, 2026, it gave Queen's notice of its intended trial use so that Queen's could seek relief by October 28 under the pretrial schedule, Dkt. 188-8 at 4; Dkt. 148 at 4; Dkt. 160. Neither the October 2025 nor the February 2026 email promised that Queen's material would never be used in open court, and AbbVie told Queen's that it did not agree the material meets the sealing standard. Dkt. 188-8 at 3.

Nor does the Court's previous order sealing exhibits to AbbVie's trial brief—including the Castle Medical Center agreement on which Walgreens relies (Exhibit 9) and Queen's materials—require protection at trial. Dkt. 170; *see* Dkt. 166 at 4; Dkt. 186-1 at 4 n.2. That motion concerned only the public docket, where AbbVie does not contest redaction or sealing, and both the motion and the Court's order state that sealing exhibits on the public docket "does not foreclose other approaches to disclosure of that material that the Court may elect at trial." Dkt. 170 at 4; Dkt. 166 at 7-8; *see Hunton v. Am. Zurich Ins. Co.*, 2018 WL 6329392, at *4 (D. Ariz. Dec. 4, 2018) ("Plaintiff may stipulate to seal materials at one stage of the litigation without waiving his right to argue at a later stage that the materials should no longer be shielded from the public.").

II. Movants Have Not Shown the Pricing Data Is So Sensitive as to Require Trial Secrecy, and Less Restrictive Measures Will Protect Their Interests.

Movants also have not shown that their fee information is so sensitive that it must be shielded from the factfinder and AbbVie's representative. Accredo and Verity assert that their pricing terms "are the direct result of contested and individualized trade secret negotiations among sophisticated parties" and are "competitively sensitive and confidential trade secrets." Dkt. 187 at 10; *see* Dkt. 187-2 ¶¶ 7, 15; Dkt. 187-3 ¶ 5, at 4. Walgreens similarly asserts that its fees and formulas are trade secrets whose disclosure would give competitors and customers leverage. Dkt. 186-1 at 8-10. Queen's declarations assert that its pricing terms are confidential and that disclosure would give counterparties negotiating leverage, Dkt. 188-1 ¶¶ 7, 9-11; Dkt. 188-2 ¶¶ 5-6; Dkt. 188-3 ¶¶ 5-8, and that its 340B policies would reveal "pressure points," Dkt. 188 at 17; Dkt. 188-1 ¶ 10. But these showings are not enough: "an unsupported assertion of unfair advantage to competitors without explaining how a competitor would use th[e] information to obtain an unfair advantage is insufficient." *Hodges v. Apple Inc.*, 2013 WL 6070408, at *2 (N.D. Cal. Nov. 18, 2013) (citation modified).

Queen's showing fails for additional reasons. The Limm and Richards declarations address public disclosure of contract terms, which the post-trial process protects, not testimony heard by AbbVie's representative. The contracts at issue are

between Queen's and its contract pharmacies and third-party administrators, not AbbVie. Any competitive harm would arise, if at all, only from public disclosure that those counterparties could see and use to gain leverage over Queen's in some unexplained way. AbbVie is not a counterparty to those contracts, and its corporate representative's presence during the testimony would give no one negotiating leverage over Queen's. And Request 1 sweeps more broadly than Queen's own designations: Queen's 340B policies are designated only Confidential, not AEO, Dkt. 188-9 at 2, and AbbVie's corporate representative may view Confidential material, Dkt. 108 § 8.2(b), at 12.

The Accredo and Verity terms at issue are often-standardized dispensing, subscription, and administrative fees, not complex and individualized drug-pricing formulas. Dkt. 187 at 10. Contract-pharmacy fees in particular are often not secret. Covered entities like Queen's enter arrangements with many pharmacies and third-party administrators ("TPAs"). That is, after all, the factual background of this suit. Moreover, the Government Accountability Office reviewed 30 contracts between covered entities and contract pharmacies and publicly reported that the flat per-prescription fees "generally ranged from $6 to $15." U.S. Gov't Accountability Off., GAO-18-480, *Drug Discount Program: Federal Oversight of Compliance at 340B Contract Pharmacies Needs Improvement* 26 (June 2018).

The record undercuts movants' claims further. The Accredo Declaration

discloses only a range of fees, not any particular price. Dkt. 187 at 5; Dkt. 187-2 ¶ 14. And Optum, a contract pharmacy with a comparable agreement, accepts full use of its information at trial and seeks only to keep its sensitive information off the public docket. Dkt. 190-1 at 5, 14. Its willingness to proceed that way is difficult to square with movants' claim that the same kind of information is too sensitive to be heard in open court. And even if some protection were warranted, less restrictive measures than those movants propose would fully serve their interests.

The Court should not order redaction of any exhibits before trial, nor should it bar the Verity deposition from being played at trial. Accredo and Verity ask the Court to "order[] Plaintiffs to redact specific dollar amount pricing information" from the Accredo Declaration, the Hawai'i agreements, and the Mississippi agreements "before using such information at trial," and to prohibit "the Verity Deposition from being played or read in open court." Dkt. 187 at 12; *see id.* at 4. These requests are not narrowly tailored to the only legitimate interest movants identify—keeping pricing off the public docket—because a post-trial redaction process fully addresses that interest. Preventing the Court from even seeing the evidence in the first place is unwarranted and unnecessary; indeed, several other third parties have not sought such relief for the same type of information. *See infra* Part VI.

Preventing AbbVie from using this evidence at trial would prejudice AbbVie,

as the contract pharmacies' and TPAs' fee amounts and structures matter to the merits. As AbbVie told Queen's in February 2026, the fee terms are "directly relevant to AbbVie's Takings claim and any public use defense the State may raise." Dkt. 188-7 at 2. They also partly underlie the opinions of AbbVie's expert, Dr. Amitabh Chandra, whose report addresses whether contract-pharmacy arrangements benefit patients. *See* Dkt. 166 at 6. Because the fee figures are evidence on which the Court's merits rulings will rest, they are the kind of material for which the presumption of access is strongest. *See Kamakana*, 447 F.3d at 1179. Movants' interest in confidentiality is fully served by redacting the public record after trial; it does not require withholding the evidence from the factfinder and AbbVie's representative at trial.

The same is true of the Verity deposition. Verity suggests that, if the deposition is probative at all, "the Court can review the transcript (or video) at its convenience instead of during a bench trial." Dkt. 187 at 11 n.3. Verity's suggestion that its testimony may not be probative is difficult to square with how that testimony came to be used here. As an accommodation to Verity, AbbVie agreed to rely on Verity's existing Mississippi deposition rather than take a new deposition in this case. Dkt. 187 at 5. Having secured that accommodation, Verity now argues that the testimony is too marginal to be presented at trial. But AbbVie is entitled to present its case, including designated deposition testimony, at a public trial.

Presenting that testimony in the courtroom, alongside the live witnesses, allows the Court to weigh it in the context of the other evidence and allows the parties to address it directly in closing argument; relegating it to review in chambers would separate it from the rest of the trial presentation.

AbbVie may use the deposition "for any purpose" upon the Court's finding that the Verity witness "is more than 100 miles from the place of hearing or trial." Fed. R. Civ. P. 32(a)(4)(B); *see* Dkt. 187-3 at 6 (Verity witness's declaration executed in Cleveland, Tennessee). And whether that testimony is played, read, or submitted by transcript, *see* Fed. R. Civ. P. 32(c), it is trial evidence subject to the same presumption of public access as live testimony. *See* Fed. R. Civ. P. 43(a), 77(b); *Ctr. for Auto Safety*, 809 F.3d at 1101 (compelling-reasons standard governs materials "more than tangentially related to the merits").

III. Non-Party Status Does Not Change the Result.

Movants' non-party status does not change the result. Accredo and Verity argue that "the burden is less demanding on non-parties," relying on two out-of-circuit decisions that did not address sealing a public trial. Dkt. 187 at 9-10 (citing *FTC v. OSF Healthcare Sys.*, 2012 WL 1144620, at *1 (N.D. Ill. Apr. 5, 2012), and *Glob. Material Techs., Inc. v. Dazheng Metal Fibre Co.*, 133 F. Supp. 3d 1079, 1088-89 (N.D. Ill. 2015)). Walgreens emphasizes that it "did not bring this lawsuit" and "did not put its contracts at issue," Dkt. 186-1 at 12, and Queen's emphasizes that it

"is not a party to this dispute," Dkt. 188 at 5.

First, Accredo and Verity's authorities are misplaced. Those decisions applied a good-cause standard to hearing exhibits and discovery designations. They do not displace the compelling-reasons standard that movants concede governs at trial. And courts in this Circuit "have consistently applied [that] same rigorous standard regardless of whether the moving party is a litigant or a non-party." *Bloom v. Zuffa, LLC*, 2026 WL 2031777, at *2 (D. Nev. July 13, 2026).

Nor are movants bystanders. Walgreens, Accredo, Verity, and Queen's are intended beneficiaries of the state regulatory regime AbbVie challenges, and their contract-pharmacy arrangements—including the profits they generate at AbbVie's ultimate expense—are central to the merits. Queen's goes further still. Its 340B Program Director, Eric King, submitted a declaration supporting the State in this action, stating that Queen's "strongly supports Act 143." Dkt. 26-1 ¶ 33; *see also* Dkt. 156-1 ¶ 31. And Mr. King is one of the State's two trial witnesses. Queen's cannot offer public merits testimony in support of the State and then object when AbbVie tests that testimony at trial.

IV. The Mississippi Agreements Are Not Irrelevant.

Accredo and Verity's contention that the Mississippi agreements are irrelevant is both beside the point and incorrect. They argue that "pricing terms within the Mississippi Agreements are entirely irrelevant for purposes of trial and

should be redacted for this reason alone," and that dollar amounts negotiated "in an entirely different state have no tendency to prove or disprove the constitutionality of a Hawaii state law." Dkt. 187 at 11-12. Relevance is a question for the Court's evidentiary rulings at trial, not a basis for sealing. *See BofI Fed. Bank v. Erhart*, 2016 WL 4595536, at *3 (S.D. Cal. June 22, 2016) (applying good-cause standard and explaining that "the fact that a document may not be admitted into evidence in of itself does not constitute good cause for placing the document under seal").

In any event, the materials bear on the merits in at least three ways. First, AbbVie will show that the accumulation of similar laws across the country impairs the national 340B program, so evidence that contract-pharmacy arrangements operate the same way in other states is relevant. Second, AbbVie's Dormant Commerce Clause claim rests in part on the point that Hawai'i's law compels AbbVie to participate in the scheme beyond Hawai'i's borders, so evidence of how these arrangements operate outside Hawai'i bears directly on that claim. Third, Verity's own declaration walks through the similarities and differences between its Mississippi and Hawai'i contracts. Plaintiffs' Trial Exhibit 54 (Pirtle Decl. (July 9, 2026)) ¶¶ 7-21. Verity itself agreed to produce the Mississippi contracts in this case to resolve AbbVie's Hawai'i subpoena. Dkt. 187 at 5; Dkt. 187-3 ¶ 4, at 4.

V. In-Camera and AEO-Only Presentation Is Courtroom Closure and Would Exclude AbbVie's Corporate Representative.

The Court should reject movants' requests to hear evidence in camera or only

before AEO-authorized persons, because that relief is courtroom closure by another name and would exclude AbbVie's corporate representative. Accredo and Verity ask, in the alternative, for an order providing that the relevant documents "may be viewed only in camera and that only individuals permitted to view Attorneys' Eyes Only information under the Protective Order (Doc. 108) may be present for related testimony." Dkt. 187 at 12; *see id.* at 4, 8. Walgreens asks that its agreements not be displayed on publicly visible monitors and that "any examination concerning their specific terms occur only in the presence of persons authorized to view AEO materials." Dkt. 186-1 at 13. Queen's Request 1 asks the Court to "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." Dkt. 188 at 4.

Queen's concedes that its request means "clearing the courtroom" and is "a significant step." Dkt. 188 at 17. Walgreens, by contrast, insists that it "is not seeking ... to close the courtroom." Dkt. 186-1 at 14. That is a distinction without a difference. Limiting attendance to AEO-authorized persons removes the public and AbbVie's own corporate representative, because the Protective Order bars disclosure of AEO material to a party's officers and employees, other than in-house lawyers actively involved in the litigation who sign the Exhibit A acknowledgment. *See* Dkt. 108 §§ 8.2(b), 8.3, at 12-13; Dkt. 187 at 6-7.

Every trial on the merits "must be conducted in open court." Fed. R. Civ. P. 77(b); *see also* Fed. R. Civ. P. 43(a). Closing the courtroom to the public requires a showing that closure serves an overriding interest and is narrowly tailored to that interest—a showing movants have not attempted. *See Oregonian Publ'g Co. v. U.S. Dist. Ct.*, 920 F.2d 1462, 1465 (9th Cir. 1990) (applying First Amendment right of access to criminal plea agreement). The proponent of closure bears "the burden ... to present facts supporting closure and to demonstrate that available alternatives will not protect his rights." *Id.* at 1467; *see id.* at 1466 (closure requires a compelling interest, a "substantial probability" that it would be harmed absent closure, and no adequate alternatives).

Excluding a party's own representative is more troubling still. Even Federal Rule of Evidence 615, which authorizes the exclusion of witnesses, does not permit the Court to exclude one officer or employee designated as an entity party's representative. Fed. R. Evid. 615(a)(2). And courts recognize that a civil litigant has a strong interest in attending and meaningfully participating in its own trial. *See Glob. Material Techs.*, 133 F. Supp. 3d at 1088 ("[T]rial preparation and trial itself are made significantly more difficult and expensive when a party's attorney is unable to share with the party facts that are material to its prosecution of the case."); *cf. Hueter v. AST Telecomm LLC*, 2023 WL 4054558, at *15 n.20 (D. Haw. June 16, 2023) (observing that "a defendant in a civil case has a due process right to be present

in the courtroom and to meaningfully participate in the process unless their exclusion furthers important governmental interests" (citation modified)). Excluding AbbVie's corporate representative is also wholly unnecessary to protect third parties' confidentiality interests, as Longs' and Wellpartner's specific requests that the representative be permitted to remain confirm. Dkt. 189 at 3, 7; Dkt. 191 at 3, 7.

VI. A Post-Trial Redaction Process Fully Protects Movants' Interests.

AbbVie's proposed post-trial procedure protects movants' legitimate interest in shielding confidential materials from the public record without impairing the trial. Before limiting public access, the Court must consider whether a less restrictive alternative would protect the asserted interest. *See In re Roman Catholic Archbishop of Portland*, 661 F.3d at 425; *Does v. Boy Scouts of Am.*, 2017 WL 1424300, at *3 (D. Idaho Apr. 20, 2017) (following "the Ninth Circuit's admonition to consider less drastic alternatives to sealing documents").

Under AbbVie's proposed procedure, (1) AbbVie would notify each third party of any admitted exhibit that the third party designated confidential under the Protective Order and of any testimony or argument in the trial transcript revealing information the third party designated confidential; (2) each third party would have 14 days from service of that notice to submit proposed redactions or requests for sealing to the Court; and (3) the trial exhibits and transcript would not be posted to

the public docket until the Court resolves those post-trial motions.

Movants' own filings confirm that such a process is sufficient. Walgreens proposes a post-trial process in the alternative. Dkt. 186-1 at 14. Queen's identifies further alternatives: allowing portions of testimony to proceed before the courtroom is cleared, or expanding the audience during sensitive testimony to individuals who have signed binding agreements to protect the information. Dkt. 188 at 19-20. The parties discussed a nondisclosure undertaking by AbbVie's corporate representative but reached no agreement. Dkt. 188-4 ¶¶ 18-19. Most importantly, the course Queen's calls "the practical solution"—let testimony proceed, then address the transcript—is the narrowly tailored answer. Dkt. 188 at 19. But contrary to Queen's suggestion, closing the courtroom on the front end is not necessary. Queen's concern about the unpredictability of cross-examination, *id.* at 18-19, only confirms that point, because a post-trial process lets the Court decide, on a specific record, whether any particular passage warrants redaction.

The Court should therefore permit full use of the designated materials and testimony at trial in open court, with AbbVie's corporate representative present, and adopt the post-trial procedure described above.

CONCLUSION

For the foregoing reasons, the Court should deny Dkts. 186 and 187 to the extent they seek pretrial redaction of exhibits, in camera presentation, limitation of

trial attendance to AEO-authorized persons, exclusion of AbbVie's corporate representative, or a bar on playing or reading the Verity deposition in open court, and should deny Request 1 of Dkt. 188. The Court should instead adopt a post-trial process for third parties to seek redaction or sealing of purportedly confidential information, and should permit AbbVie's corporate representative to remain in the courtroom throughout trial.

DATED: Honolulu, Hawai'i, November 1, 2026
/s/ Claire Wong Black
CLAIRE WONG BLACK*

DATED: Atlanta, Georgia, November 1, 2026
/s/ Philip R. Green
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**Ms. Black does not represent AbbVie with respect to Queen's*

***Mr. Green represents AbbVie with respect to Queen's*

CERTIFICATE OF COMPLIANCE

This Omnibus Response to Non-Party Motions to Seal Filed by Accredo Health Group, Inc. and Verity Solutions Group, Inc. [Dkt. 187], Walgreen Co. [Dkt. 186], and The Queen's Health Systems and The Queen's Medical Center [Dkt. 188] complies with the word-count limitation of L.R7.4(b) because it contains 4,417 words, exclusive of the case caption, table of contents, table of authorities, exhibits, declarations, certificates of counsel, and certificates of service, as counted by Microsoft Word. *See* L.R7.4(d), (e).

DATED: November 1, 2026

/s/ Claire Wong Black
Claire Wong Black

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Plaintiffs' Omnibus Response to Non-Party Motions to Seal Filed by Accredo Health Group, Inc. and Verity Solutions Group, Inc. [Dkt. 187], Walgreen Co. [Dkt. 186], and The Queen's Health Systems and The Queen's Medical Center [Dkt. 188]**, was electronically filed with the Clerk of the Court via the Court's CM/ECF system, which sent notification of such filing to all counsel of record by electronic means.

/s/ Claire Wong Black
Claire Wong Black