

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

IN RE: COGNIZANT TECHNOLOGY
SOLUTIONS CORPORATION AND
TRIZETTO PROVIDER SOLUTIONS,
LLC, DATA SECURITY BREACH
LITIGATION

MDL No. 3185

Case No. 4:26-md-3185-JAR

ALL CASES

PROTECTIVE ORDER

Having determined that discovery in this action could entail the production of confidential, proprietary, or other sensitive, non-public information or documents, including protected health information subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations adopted thereunder, the parties have jointly requested an Order pursuant to [Federal Rule of Civil Procedure 26\(c\)](#) requiring that the following disclosure and dissemination protocols shall apply to information and documents designated as “Confidential” or “Highly Confidential” produced in this action pursuant to the Federal and Local Rules of Civil Procedure governing disclosure and discovery.

The Court finds that good cause exists for the protective order described below. This Order is intended to constitute a Qualified Protective Order under [45 C.F.R. § 164.512\(e\)](#) and to comply with HIPAA and regulations adopted thereunder, as well as applicable state laws and regulations governing patient privacy and protecting healthcare information. Notwithstanding anything in this Order, all Parties shall comply with Eastern District of Missouri Local Rule 13.05, which governs sealing of Court filings.

Accordingly, the parties' joint motion for protective order is **GRANTED** ([Doc. 45](#)) as follows.

1. For the purposes of this Order, the following definitions shall apply:
 - a. **"Acknowledgment"** shall mean the Acknowledgment and Agreement to Be Bound attached hereto as Exhibit A.
 - b. **"Confidential"** shall mean any information or Documents that the Producing Party in good faith contends constitute or contain trade secrets, confidential research, development, or commercial information, personally identifiable information, Protected Health Information, and/or any other information protected from disclosure by statute, regulation, or applicable legal principles, and that is not publicly available.
 - c. **"Documents"** shall mean all materials within the scope of Federal Rule of Civil Procedure 34 (including written discovery responses and transcripts of depositions or other similarly recorded proceedings).
 - d. **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996, which provides for the protection of sensitive patient health information from being disclosed without the patient's consent or knowledge.
 - e. **"Highly Confidential"** shall mean information or Documents that contain or reflect extremely sensitive Confidential information, the disclosure of which is likely to cause significant competitive or business injury, economic harm, or competitive disadvantage to the Producing Party that could not be avoided by less restrictive means. The following information, only if non-

public, may constitute Highly Confidential information: trade secrets, pricing information, financial data, sales information, sales and marketing forecasts or plans, business plans, sales and marketing strategy, product development information, engineering documents, testing documents, source code, and/or other non-public information of similar competitive and business sensitivity.

- f. **“Personally Identifiable Information”** or **“PII”** shall mean, solely for the convenience and purpose of this Order, information that identifies or could be used to identify a specific individual, including but not limited to names, dates of birth, Social Security numbers, driver’s license or government-issued identification numbers, financial account numbers, credit or debit card numbers, biometric data, email addresses, and/or any combination of personal information that may reveal sensitive identifying information.
- g. **“Producing Party”** shall mean any party to this action (or third-party consenting to be bound by this Order) producing Documents or information pursuant to the Federal and Local Rules of Civil Procedure governing disclosure and discovery.
- h. **“Protected Health Information”** or **“PHI”** shall have the same scope and definition as set forth in [45 C.F.R. §§ 160.103](#) and [164.501](#), and includes but is not limited to health information, including demographic information, relating to: (a) the past, present, or future physical or mental condition of an individual; (b) the provision of care to an individual; (c) the payment for care provided to an individual that identifies the individual or that

reasonably could be expected to identify the individual; or (d) a patient's medical history, including records or information identifying a particular patient and information relating to any prescription drug or services ordered for such patient.

- i. **“Protected Material”** shall mean any Documents or information designated as “Confidential” or “Highly Confidential” as provided for in this Order.
- j. **“Receiving Party”** shall mean any party to this action (or third-party consenting to be bound by this Order) to whom such Documents or information are produced.
- k. **“Challenging Party”** shall mean a party or non-party to this action that challenges the designation of information or Documents under this Order.

2. A Producing Party may designate as “Confidential” or “Highly Confidential” any Documents that the Producing Party in good faith contends qualify for such designation under the definitions set forth in Paragraph 1. Designations shall be made with care and shall not be made absent a good faith belief that the designated material qualifies for the level of protection asserted. Mass, indiscriminate, or routinized designations are prohibited. Further, when producing a multipage Document wherein only a portion of the Document contains Protected Material, the Producing Party shall use its best efforts to designate only the portion of the Document containing Protected Material as Confidential or Highly Confidential. If it comes to a Producing Party's attention that information or Documents that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Producing Party must promptly notify all Receiving Parties that it is withdrawing or modifying the designation.

Confidentiality designations for depositions shall be made either on the record or by written notice to the other parties within 30 days of receipt of the transcript. Unless otherwise agreed, deposition transcripts shall be treated as Highly Confidential for 30 days after their receipt. For the purposes of designating deposition transcripts or portions thereof as “Confidential” or “Highly Confidential,” any party to this action or third-party providing deposition testimony in this action shall be deemed a “Producing Party.”

3. Receiving Parties shall take reasonable and prudent measures to protect Protected Material from disclosure except as permitted by this Order or otherwise required by law. Receiving Parties shall use Protected Material solely for the purpose of this Action and for no other purpose. A Producing Party may elect to redact PHI and de-identify any other PII unless provided with a legally compliant authorization under applicable state and federal laws.

4. Access to information or Documents designated “Confidential,” directly or indirectly, shall be limited to the following:

- a. **The Court and its personnel;**
- b. **Court reporters;**
- c. **Counsel**, i.e., attorneys and employees of counsel who have responsibility for the action;
- d. **Author or Recipient**, i.e., persons listed as the author or recipient of the subject Documents (and, in the case of a deponent involving a deposition transcript, the deponent);
- e. **Parties and Insurance Carriers**, i.e., individual Parties (including their employees and other agents whose assistance counsel determines is reasonably necessary to the conduct of the litigation) and their insurance carriers (including their employees and other agents whose assistance counsel determines is reasonably necessary to the conduct of the litigation);
- f. **Contractors**, i.e., those persons specifically engaged for the limited purpose of copying, organizing, or otherwise processing Documents, including vendors hired to process electronically stored information;

- g. **Lay Witnesses**, subject to the conditions set forth below;
- h. **Consultants and Expert Witnesses**, i.e., persons used by the parties or their attorneys to furnish technical or expert services, or to provide assistance as mock jurors or focus group members or the like, and/or to give testimony in this action;
- i. **Third-Party Neutrals**, subject to the conditions set forth below; and
- j. **Others by consent or Court order**, on such conditions as may be agreed or ordered.

Prior to sharing Protected Material with any of the persons listed in subcategories (e) through (j) above, each must be informed of and agree to abide by this Protective Order by executing the Acknowledgment attached hereto as Exhibit A.

Lay Witnesses may be shown copies of Documents reasonably related to their potential testimony that include Protected Material but shall not retain such copies. Protected Material may be sent to **Witnesses** electronically for their review during telephonic or other remote conversations with counsel, provided such witnesses are instructed and agree to delete that Protected Material at the conclusion of the conversation. The deposition of any **Lay Witnesses** or **Expert Witnesses** (or any portion of such deposition) that includes Protected Material shall be taken only in the presence of persons permitted to access Protected Material under this Order or witnesses not subject to exclusion under Federal Rule 615.

Third-Party Neutrals may be provided with or shown copies of Documents that include Protected Material, provided that such Third-Party Neutrals have executed the Acknowledgment attached hereto as Exhibit A.

5. Access to information or Documents designated “Highly Confidential,” directly or indirectly, shall be limited to the following:

- a. **The Court and its personnel;**
- b. **Court reporters;**
- c. **Counsel**, i.e., attorneys and employees of counsel who have responsibility for the action, provided that such counsel is not involved in competitive decision-making on behalf of a Party or a competitor of a Party;
- d. **Author or Recipient**, i.e., persons listed as the author or recipient of the subject Documents (and, in the case of a deponent involving a deposition transcript, the deponent);
- e. **Contractors**, i.e., those persons specifically engaged for the limited purpose of copying, organizing, or otherwise processing Documents, including vendors hired to process electronically stored information;
- f. **Lay Witnesses**, subject to the conditions set forth below;
- g. **Consultants and Expert Witnesses**, i.e., persons used by the parties or their attorneys to furnish technical or expert services, and/or to give testimony in this action, provided that such persons are not current employees of a competitor of the Producing Party;
- h. **Third-Party Neutrals**, subject to the conditions set forth below; and
- i. **Others by consent or Court order**, on such conditions as may be agreed or ordered.

Prior to sharing Highly Confidential information with any of the persons listed in subcategories (d) through (i) above, each must execute the Acknowledgment attached hereto as Exhibit A. Lay Witnesses may be shown copies of Documents designated Highly Confidential reasonably related to their potential testimony during depositions, hearings, or trial, but shall not retain such copies and must execute the Acknowledgment prior to such disclosure. Information designated Highly Confidential shall not be disclosed to officers, directors, employees, or insurance carriers of the Receiving Party unless otherwise ordered by the Court or agreed to in writing by the Producing Party.

6. Third parties may consent to and be bound by this Protective Order by executing the Acknowledgment attached hereto as Exhibit A. Third parties so consenting may designate

Documents as “Confidential” or “Highly Confidential” as set forth in Paragraph 2, subject to the same protections, obligations, and constraints as the parties to this action. Any party serving discovery requests on third parties (e.g., subpoenas, authorizations, etc.) shall provide a copy of this Protective Order with those requests.

7. Subject to the meet and confer requirements set forth below, any party may challenge another party or third-party’s designation of Documents as “Confidential” or “Highly Confidential” at any time. A party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is made.

8. **Meet and Confer.** The Challenging Party shall initiate the dispute resolution process by providing written notice identifying each designation it is challenging, on a document-by-document basis (by Bates number or other unique identifier), and describing the basis for each challenge. The Producing Party shall respond in writing within fourteen (14) days of receiving the challenge notice and state with particularity the grounds for asserting that the Documents are entitled to the designated level of protection. The parties shall thereafter confer directly (in voice-to-voice dialogue) within fourteen (14) days of the Producing Party’s receipt of the challenge notice in a good faith effort to resolve the dispute. A Challenging Party may proceed to judicial intervention only if it has engaged in this meet and confer process first or establishes that the Producing Party is unwilling to participate in the meet and confer process in a timely manner.

9. **Judicial Intervention.** If the parties cannot resolve a challenge without Court intervention, the Challenging Party may file and serve a motion challenging the confidentiality designation. Each such motion must be accompanied by a declaration affirming that the movant has complied with the meet and confer requirements of subparagraph (a). The burden of persuasion shall be on the Producing Party to establish the propriety of its designation. Frivolous challenges

and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.

10. **Pending Resolution.** Notwithstanding any challenge to a designation, the Protected Material in question shall continue to be treated at the designated level of protection until one of the following occurs: (i) the Producing Party withdraws or modifies the designation in writing; or (ii) the Court rules that the Documents in question are not entitled to the designation.

11. An inadvertent failure to designate a Document as “Confidential” or “Highly Confidential” does not waive the right to so designate the Document. A Producing Party may correct such failure by promptly providing written notice of the error and substituting copies of the inadvertently produced Document with appropriately designated replacements as soon as practicable after the Producing Party becomes aware of the failure to designate.

If a Producing Party designates a previously produced Document as “Confidential” or “Highly Confidential,” the Receiving Party shall make a reasonable effort to ensure that the Document is treated in accordance with this Order. In such circumstances, the Receiving Party shall make reasonable efforts to retrieve the original undesignated copies distributed to persons not permitted to receive Documents with the corrected designation. No Party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material had not been designated “Confidential” or “Highly Confidential,” even where the failure to so designate was inadvertent and where the material is subsequently so designated provided that it is not apparent on the face of the Document that it should have been designated.

12. The inadvertent production or disclosure of any privileged or otherwise protected information by any party shall not constitute, or be considered as a factor suggesting, a waiver or impairment of any claims of privilege or protection, including but not limited to the attorney-client

privilege and the attorney work-product doctrine. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Any Producing Party who inadvertently discloses Documents that are privileged or otherwise immune from discovery shall, promptly upon discovery of such inadvertent disclosure, so advise the Receiving Party and request that the Documents be returned or destroyed. The Receiving Party shall return or destroy such inadvertently produced Documents, including all copies, within ten (10) days of receiving such a written request. The Receiving Party may not use or disclose the inadvertently produced Documents pending resolution of any privilege dispute. The Receiving Party may thereafter seek reproduction of any such Documents pursuant to applicable law. If a Document is in a form that cannot be returned (e.g., electronic mail) it must be deleted. If a Receiving Party receives a Document from a Producing Party that the Receiving Party reasonably believes is privileged or protected, the Receiving Party shall in good faith take reasonable steps to promptly notify the Producing Party of the production of that Document.

13. Local Rule 13.05 of the Eastern District of Missouri governs motions to file Documents containing Protected Material under seal on the Court's docket. The parties may seek further protection against public disclosures prior to the disclosure of Protected Material in a trial or hearing.

14. No action taken in accordance with this Order shall be construed as a waiver of any claim or defense in the action or of any position as to discoverability or admissibility of evidence.

15. This Order does not restrict the use of Documents at trial. Issues of use or admissibility at trial shall be determined by the Court at an appropriate time.

16. This Protective Order also does not restrict the use by a party of documents and information obtained from sources other than a Producing Party.

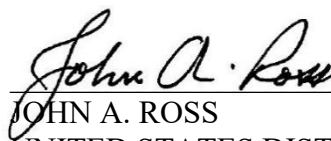
17. Within 60 days of the termination of this Action, including any appeals, upon written request, all originals and copies of all Documents containing Protected Material shall be destroyed or returned to the Producing Party unless (1) the Document was offered into evidence or filed without restriction as to disclosure or (2) the Document bears notations, summations, or other mental impressions of the Receiving Party. Notwithstanding the foregoing, counsel for a Receiving Party may retain a copy of a Document containing Protected Material after final resolution of this Action for purposes of defending any potential malpractice actions, as otherwise required by law, or as otherwise required under the applicable rules of professional conduct; provided. Any such archival copies that contain or constitute Protected Material remain subject to this Order. Final disposition, for purposes of this Order, shall be deemed to be the later of: (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, re-hearings, 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.

18. The obligations imposed by this Order shall survive the termination of this Action.

19. The Parties shall work in good faith not to cause each other undue burden and expense in connection with this Order.

20. This Order may be modified by agreement of the Parties without leave of Court or by order of the Court.

SO ORDERED this 5th day of August 2026.



JOHN A. ROSS
UNITED STATES DISTRICT JUDGE

The parties hereby stipulate the entry of the foregoing Protective Order.

**ATTACHMENT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he/she has read the agreed to Protective Order dated _____, 2026, in the case captioned *In re Cognizant Technology Solutions Corporation and TriZetto Provider Solutions, LLC, Data Security Breach Litigation*, Case No. 4:26-md-3185-JAR, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Eastern District of Missouri in matters relating to this Civil Protective Order and understands that the terms of the Protective Order obligate him/her to use materials designated as Protected Material in accordance with the Protective Order solely for the purposes of the above-captioned Action and not to disclose any such Protected Material to any other person, firm, or concern, except in accordance with the provisions of the Protective Order.

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

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____

Signature: _____