IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 99-5 MMS
	)	
DENTSPLY INTERNATIONAL, INC.,	)	
	)	
Defendant.	)	
	)	
	)	
HENRY SCHEIN, INC.,	)	
	)	
Movant.	)	

ORDER

At Wilmington this 11th day of June, 1999, for the reasons stated in the accompanying Opinion issued this date,

IT IS ORDERED THAT:

1. The motion to compel of defendant Dentsply International Inc.'s ("Dentsply") to compel is granted as to Interrogatory No. 1.

2. The motion of defendant Dentsply to compel production pursuant to document requests is denied as moot.

3. The motion to intervene of Henry Schein, Inc. ("Schein") is granted for the limited purpose of permitting Schein to offer its views as to provisions it seeks in the protective order to be entered in this case.

4. The motions of Schein and plaintiff the United States for a protective order are granted. The Government and Dentsply shall jointly prepare a protective order which shall:

a) define "confidential information" as "any trade secret or other confidential research, development, or commercial information, as such terms are used in Rule 26(c)(7) of the Federal Rule of Civil Procedure . . . the disclosure, or further disclosure of which would result in a clearly defined and serious injury";

b) deny Brian Addison, General Counsel for Dentsply, access to information designated "confidential" unless he makes a predefined requisite showing, as determined by the Court, which, at a minimum, shall include: 1) extraordinary detailing of the circumstances warranting disclosure; 2) an explanation of why employment of any and all filtering devices would not suffice; and 3) an explanation of why reliance on the representations and opinions of outside counsel would not be adequate; and which is accompanied by a right to be heard by the affected non-party;

c) contain no provision limiting Dentsply's outside counsel's representation of Dentsply now or in the future;

d) include a private-sector mechanism, paid for by the parties, to issue binding resolution of confidentiality classification disputes if the Court cannot entertain the disputes;

e) contain no provision purporting to require the parties move the Court for permission to disclose third-party proprietary information to witnesses, consultants or experts; and

f) contain no provision for unlimited successive applications for modification of the protective order.

Murray M. Schwartz
United States District Judge