UNITED STATES DISTRICT COURT

IN THE DISTRICT OF IDAHO

SAINT ALPHONSUS MEDICAL CENTER - NAMPA, INC., TREASURE VALLEY HOSPITAL LIMITED PARTNERSHIP, SAINT ALPHONSUS HEALTH SYSTEM, INC., AND SAINT ALPHONSUS REGIONAL MEDICAL CENTER, INC. Plaintiffs, v. ST. LUKE'S HEALTH SYSTEM, LTD. Defendant.	Case No. 1:12-CV-00560-BLW (Lead Case) **MEMORANDUM DECISION AND ORDER**
FEDERAL TRADE COMMISSION; STATE OF IDAHO Plaintiffs, v. ST. LUKE'S HEALTH SYSTEM, LTD.; SALTZER MEDICAL GROUP, P.A. Defendants.	Case No. 1:13-CV-00116-BLW

INTRODUCTION

The Court has completed its full review of all the material sought to be sealed by the parties and third parties. In this decision, the Court identifies each document and portion of testimony that the parties and third parties want sealed, and explains its decision regarding each such request.

BACKGROUND

Before trial started, the Court issued a Pretrial Order, recognizing that compelling reasons must exist to seal any part of the testimony and exhibits. *See Pretrial Order (Dkt. No. 209).* The parties had reached an agreement – approved by the Court – as to three categories of information that would be sealed and available only the attorneys. This material was designed as "Attorney Eyes Only" (AEO) and was defined as follows:

> 1. Current (within the last four years) documents referring to prices, costs, reimbursement rates, wages, compensation, budgets, projections or other financial information, not including documents that have been made public.
> 2. Current (within the last four years) documents discussing or referring to planning.
> 3. Current (within the last four years) documents referring to or discussing payor, employer, provider or network negotiations, negotiation strengths or weaknesses, bargaining power, or negotiation strategies or methodologies.

The parties were unable to agree on a fourth category, and the Court decided to resolve that on a case-by-case base as the issues arose. That fourth category is as follows:

> 4. Current (within the last four years) contracts with physicians or facilities and the terms of recent (within the last four years) physician practice or facility acquisitions or affiliations.

The Court approved this agreement of counsel and entered its Pretrial Order well ahead of trial to give the media a chance to file any objections prior to trial. No objections were filed, and the trial proceeded.

To accommodate the public and media, the Court made available daily redacted transcripts. The redactions concerned matters that "involved some combination of

sensitive negotiation strategy, confidential financial projections, or personal compensation information." *See Memorandum Decision (Dkt. No. 357).*

The trial proceeded for over a week without objection to this procedure, until the Associated Press (AP) filed its motion to intervene, seeking to unseal all documents and testimony. The Court held a hearing on the AP's motion on October 8, 2013, and granted the motion in part. *See Memorandum Decision (Dkt. No. 357).* In that decision, the Court (1) allowed the media outlets to intervene to argue the access issue; (2) directed the parties to file justifications for the material already sealed and, going forward, the material they request to be sealed; (3) authorized the AP's counsel to review all material, sealed or not, under the same obligation of confidentiality as the attorneys for the parties; and (4) indicated that the Court would review the submissions by the parties and make a final determination of whether compelling reasons exist for the sealings. *Id.*

As the trial proceeded, the Court became convinced that the original reasons for sealing certain material "appeared less compelling." *See Memorandum Decision (Dkt. No. 468)* at p. 2. Ultimately, the Court decided to issue its Findings of Fact and Conclusions of Law without any redactions. *Id.*

There remains sealed, however, portions of (1) testimony, (2) depositions, and (3) exhibits. The parties submitted extensive materials arguing that the sealed status of the documents and testimony should be maintained. A portion of that material is cited here to demonstrate the extensive review necessary to resolve this issue: *See Declarations of Schaefer (Dkt. Nos. 348 & Exhibits 1 & 2, 360 & Exhibit 1, 370 & Exhibit 1); Amended Supplemental Declaration of Randolph (Dkt. No. 449); Affidavit of Howard Young (Dkt.*

No. 339-1); Primary Health Brief (Dkt. No. 297); Declaration of Dr. Peterman (Dkt. No. 297-1) & Supplemental Declaration (Dkt. No. 330); Micron Brief (Dkt. No. 304) & Supplemental Declaration of Otte (Dkt. No. 328); Declarations of Barton (Dkt. No. 336 & 438); Declarations of Schafer (Dkt. Nos. 360 & 375); Declarations and Affidavits of Westermeier (Dkt. Nos. 345-2, 367, 368, 379, 453 & 446); Declaration of Phillip (Dkt. No. 386); Declaration of Powers (Dkt. Nos. 344 & 399); Affidavits of Julian (Dkt. Nos. 327, 359 & 378); Declarations of Diddle (Dkt. Nos. 334 & 350); and *Affidavit of Christian (Dkt. No. 346).*

While the Court was in the process of reviewing this material, the AP appealed to the Ninth Circuit and sought a Writ of Mandamus to open the entire case file. On April 8, 2014, the Ninth Circuit issued an Order noting that this Court was in the process of conducting its review. *See Order (Dkt. No. 494).* The Circuit denied the petition for the Writ of Mandamus without prejudice to the filing of a new petition if this Court had not completed its analysis by July 8, 2014. *Id.*

The Court has now completed its review of all the sealed material along with the requests of the parties and third parties to maintain the sealed status of those materials. For each item that they request to be sealed, the Court will determine whether it meets the "compelling reason" standard that is discussed further below.

LEGAL STANDARD

There is a "strong presumption" in favor of access, and a party seeking to seal judicial materials must identify "compelling reasons" that outweigh the "public interest in understanding the public process." *Kamakana v. City & County of Honolulu*, 447 F.3d

1172, 1178-1180 (9th Cir. 2006). There may be compelling reasons to seal "business information that might harm a litigant's competitive standing." *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 598 (1978). But the "mere fact that the production of records may lead to a litigant's embarrassment, incrimination, or exposure to further litigation will, not, without more, compel the court to seal its records." *Kamakana*, 447 F.3d at 1178. With regard to non-litigants, while there is no presumption that their privacy requires sealing, the balancing test may reach that result, especially if the non-litigants are not involved in the litigation and their sensitive and confidential information has been involuntarily provided pursuant to subpoena. *See generally In re Roman Catholic Archbishop of Portland*, 661 F.3d 417, 424 (9th Cir. 2011) (reversing decision to publically release personnel file of 85-year-old priest who had retired, but affirming decision to release allegations of child abuse against another priest, still active, due to strong public interest in disclosure).

ANALYSIS

The Court has used these legal standards to review all of the material that the parties and third parties seek to keep sealed. In large part, the Court cannot find compelling reasons to justify maintaining the sealed status for most of the courtroom testimony now under seal.

The analysis changes somewhat, however, for the exhibits. Many of the exhibits (1) contain sensitive personal information regarding named physicians concerning their compensation, productivity, or contractual terms of employment; (2) contain strategic and financial information concerning the parties and third parties that would be damaging if

revealed; (3) have only the faintest connection to the issues in the case and hence are not helpful to the public in understanding the case, and (4) were not important to the Court's decision. For this category of exhibits, there are compelling reasons to keep them sealed.

This is especially true with regard to the testimony and exhibits connected to the third parties that did not voluntarily participate and were subject to subpoena. These third parties include Micron, Imagine Health Network and Primary Health. Much of the information they were required to submit contains their highly confidential business strategies. This information was not important in the Court's decision and is not necessary to the public's understanding of the case. Given this, the balance tips decidedly toward keeping this material sealed.

This analysis does not apply to third party Blue Cross. They were a very active participant in the trial and much of the information they submitted was crucial to the Court's decision and to the public's understanding of the case. Thus, a higher percentage of their material is being disclosed.

In the charts below, the Court will analyze and rule upon each exhibit and page of testimony that the following parties request to remain sealed: (1) St Al's; (2) Treasure Valley Hospital; (3) St. Luke's; (4) Saltzer; (5) Blue Cross; (6) Micron; (7) Imagine Health; and (8) Primary Health.

St Luke's

Trial Transcript Pages that St Luke's Wants	Court Analysis	Decision

Sealed		
Tr. 66-68 (Couch)	Discussion of importance of Saltzer in St. Al's network and allegation that St. Luke's wants to remove its physicians from other networks. This is crucial to an understanding of the case and the Court's decision. No compelling reason exists to warrant sealing.	Denied
Tr. 70-71	Number of policies sold for Connected Care. No compelling reason to seal.	Denied
Tr. 74-78	Micron experience with St. Luke's. No compelling reason to seal.	Denied
Tr. 77: 11-19	Discussion of St. Luke's concern about price competition. No compelling reason to seal.	Denied
Tr. 78-80	Discussion of St. Luke's reluctance to get into bidding war with St. Al's. No compelling reason to seal.	Denied
Tr. 83-84	Discussion of physician referrals and purchases of physician practices. No compelling reason to seal.	Denied
Tr. 88: 20-24 (ending at "under market")	General discussion of physician salaries without revealing any individual salaries. No compelling reason to seal.	Denied
Tr. 103-104	Discussion of "monopoly model." No compelling reason to seal.	Denied
Tr. 182:17-19	General discussion of amount of contracts. No compelling reason to seal.	Denied
Tr. 194-95	Discussion of risk based contracting by St. Luke's. No compelling reason to seal.	Denied
Tr. 198-99	Discussion about Blue Cross approaching, and being rejected by St. Luke's for bundled payment. No compelling reason to seal.	Denied
Tr. 200	[same]	Denied
Tr. 201	Discussion about Blue Cross approaching, and being rejected by St. Luke's for Connected Care. No compelling reason to seal.	Denied
Tr. 225-227	Discussion of St. Luke's pricing as compared to Medicare. No compelling reason to seal.	Denied
Tr. 251 to 253	Discussion of the Twin falls experience, discussed above in this decision. As explained there, there is no compelling reason to seal this testimony.	Denied
Tr. 256-58	Discussion of hospital billing by St. Luke's, a practice that was important to the Court's decision and the public's understanding of this case. No	Denied

	compelling reason to seal.	
Tr. 261	[same]	Denied
Tr. 263	[same]	Denied
Tr. 264-65	[same]	Denied
Tr. 271:3 thru 272:1	Discussion of individual patient and costs of medical care for that patient. While no name is mentioned, the individual might be identified from the specifics of the care discussed. The testimony played no role in the Court's decision and is not helpful for the public to understand the case. It is sensitive individual medical information and hence compelling reasons exist to keep it sealed, and to redact this testimony.	Redact
Tr. 271-277	Discussion of legal settlement of dispute between St. Luke's and Blue Cross, containing specific figures for the settlement amount. This implicates the interests of a non-party, played no role in the Court's decision and is sensitive legal information. There is therefore a compelling reason to keep it sealed and to redact this testimony.	Redact
Tr. 278:4-22	Discussion of price rise when St. Luke's acquires physician practice. No compelling reason to seal.	Denied
Tr. 279-83	Discussion of Twin Falls experience and Blue Cross opinion of St. Luke's pricing. No compelling reason to seal.	Denied
Tr. 289-95	Discussion of St. Luke's pricing in comparison to Medicare and other hospitals. No compelling reason to seal.	Denied
Tr. 298-302	Discussion of Blue Cross negotiations with St. Luke's over 2012-13 agreement. General in nature. No compelling reason for sealing.	Denied
Tr. 306: 16-25	Discussion of potential conflict of interest for named physician. It played no role in the Court's decision and could be detrimental to the reputation of a physician. It will not help the public to understand this case. Compelling reasons exist to redact.	Redact
Tr. 328: 13-19	Discussion about how Blue Cross negotiations with St. Luke's would be affected by SelectHealth. No compelling reason to seal.	Denied
Tr. 336-41	Discussion of Blue Cross negotiations with St. Luke's. No compelling reason to seal.	Denied
Tr. 346-49:3	Discussion of 2009 negotiations between Blue Cross	Denied

	and St. Luke's. Given its age – 5 years ago – the Court can find no compelling reason to keep this sealed.	
Tr. 349: 4-23	Discussion of 2013 negotiations between St. Luke's and Blue Cross on reimbursement rates. No compelling reason to seal.	Denied
Tr. 353-59	Discussion of St. Luke's Medicare losses. No compelling reason to seal.	Denied
Tr. 364-67	Discussion in general of provider-based billing. No compelling reason to seal.	Denied
Tr. 372 thru 396	Discussion of Twin Falls experience and provider-based billing. No compelling reason to seal.	Denied
Tr. 398-406	Discussion of Blue Cross negotiations with St. Luke's over reimbursement. This is important to the resolution of the case and the public's understanding. No compelling reason to seal.	Denied
Tr. 412 to 415	Discussion of the impact on pricing when St. Luke's acquires a physician practice. No compelling reason to seal.	Denied
Tr. 421-28	[same]	Denied
Tr. 430-34	[same]	Denied
Tr. 469-71 (Duer)	Discussion by Duer (Executive Director of IPN) regarding negotiations with St. Luke's. Shows St. Luke's bargaining power, an important part of this case. No compelling reason to seal.	Denied
Tr. 471:19-24	Discussion regarding St. Luke's pulling it physicians from other networks. This is important to the decision and public's understanding. No compelling reason to seal.	Denied
Tr. 472-473 & 481-82	Discussion about importance of St. Luke's and Saltzer in IPN network and their bargaining power. Important to an understanding of the case, and no compelling reason to seal.	Denied
Tr. 492-93	Discussion of St. Luke's charges in comparison to St. Al's. No compelling reason to seal.	Denied
Tr. 495:3 to 496:2	Discussion of physician salaries. This implicates the interests of non-parties, played no role in the Court's decision and is not necessary to an understanding of the case. It is sensitive personal information and thus a compelling reason exists to keep this sealed and redacted.	Redact

Tr. 499:23 to 500:16	[same]	Redact
Tr. 502:16 tto 503:5	[same]	Redact
Tr. 503:19-23	[same]	Redact
Tr. 504:4 to 505:8	[same]	Redact
Tr. 572 - 586	Discussion by Otte regarding Micron's negotiations with St. Luke's concerning Micron employees' health plan and network. No compelling reason to seal.	Denied
Tr. 587:14-18	Discussion by Otte of Micron regarding the effect on Micron of St. Luke's acquiring physician practices. No compelling reason to seal.	Denied
Tr. 610:20 to 613:25	Discussion by Otte of Micron regarding St. Luke's discussing joining Micron's network. No compelling reason to seal.	Denied
Tr. 616:10 to 617:6	Discussion of physician compensation. There are compelling reasons to seal.	Redact
Tr. 733:18 to 734:19	Discussion of physician salaries. There are compelling reasons to seal.	Redact
Tr. 740:18 to 23 741:7-13	[same]	Redact
Tr. 773:21 to 774:2	[same]	Redact
Tr. 1347:19-21	Discussion by Dr. Dranove (expert) concerning hospital-based billing and noting that St. Luke's had computed a specific figure that it could obtain. This is important to the Court's decision and the public's understanding of the case. There is no compelling reason to seal.	Denied
Tr. 1356:25 to 1357:5	Discussion by Dr. Dranove (expert) concerning negotiations between St. Luke's and Micron and St. Luke's bargaining power. This is important to the Court's decision and the public's understanding. There are no compelling reasons to seal.	Denied
Tr. 1372:18 to 1373:6	Discussion of physician salaries. There are compelling reasons to seal.	Redact
Tr. 1490:1-13	Discussion of specific percentage needed by Regence Blue Shield to pay Saltzer to convince it to become part of the provider network. Demonstrates Saltzer's desirability and is important to Court's	Denied

	decision and public understanding. No compelling reason to seal.	
Tr. 1490-25 to 1491:22	[same]	Denied
Tr. 1492:22 to 1493:8	Discussion of St. Luke's strategy to pull its physicians from other networks. Important to Court's decision and to public understanding of case, and no compelling reason to seal.	Denied
Tr. 1520:1 to 1521:10	[same]	Denied
2975:5-10 **2976:24** **2977:6-7** **2977:17** **2978:3-4** **2978:17-19** **2978:23-24**	Discussion of negotiations between St. Luke's and Blue Cross over reimbursement with specific percentage figures discussed. This is important to Court's decision and to the public's understanding of the case and there is no compelling reason to seal.	Denied
2979:15-18	Discussion of ability of St. Luke's to increase their reimbursement relative to other hospitals. Important to the Court's decision and the public's understanding, and no compelling reason to seal.	Denied
2980:11-16 **2981:10-12** **2981:16-18** **2982:19-20**	[same]	Denied

Deponent	**Redaction Requested (by St. Luke's)**	**Court Analysis**	**Decision**
Randy Billings (St. Luke's VP)	39-40	Projected price increases in St. Luke's inpatient charges	Denied
Billings	74-76	Email discussing "monopoly model"	Denied
Billings	79-82	Percentage of ST. LUKE'S revenue that comes from Blue Cross and percentage of Blue Cross expenses that come from ST. LUKE'S.	
Billings	88:21-25	Blue Cross negotiations with ST. LUKE'S	Denied
Billings	89-90	[same]	Denied

Billings	91-92	[same]	Denied
Billings	93-94	Expectations of Blue Cross for ancillary services billing from Saltzer after deal is done & discussion of contract between Blue Cross & Saltzer.	Denied
Billings	96-97	Discussion of effect on SA of Saltzer leaving their ACN network.	Denied
Billings	97-100	Discussion about ST. LUKE'S leaving various networks	Denied
Billings	105:9-14	Specific numbers discussed re negotiations between ST. LUKE'S and Micron	Redacted
Billings	111-112	ST. LUKE'S internal discussion about getting into bidding war with St. Al's	Denied
Billings	117-122	ST. LUKE'S negotiations with Micron	Denied
Billings	128-129	Impact of Saltzer leaving ACN network	Denied
Billings	133-135	Discussion of why ST. LUKE'S does not want to get into bidding war with St. Al's	Denied
Billings	138-140	[same]	Denied
Dao	72:2-24 76:4 to 77:11	No compelling reason to seal	Denied
Dr Djernes (physician with Saltzer)	44:13 to 45:6	Discussion of personal compensation	Redacted
Dr Djernes	47:2-4	[same]	Redacted
Dr Djernes	47:6-25	[same]	Redacted
Linda House (Systems director of employer relations at ST. LUKE'S)	27-30	No compelling reason to seal.	Denied
House	144:3-16	Discussion of Imagine's business strategy. Imagine is not a party and this is sensitive business information that could harm the company if made public. There are compelling reasons to seal.	Redacted
Huntington	84-89	No compelling reason to seal	Denied

Kaiser	98:18-24	No compelling reason to seal	Denied
Kee	78 & 88	No compelling reason to seal	Denied
Dr Randell Page (Partner at Saltzer)	51 to 52	Discussion about Blue Cross no longer accepting consult codes 2011 (3 years ago now)	Denied
Dr Page	57-59	E-mail showing Dr Page's suggestion to get back money from Blue Cross's consult code denial by using "clout of entire network." Important to Court's decision and to public understanding, and no compelling reason to seal	Denied
Dr Page	159-161	[same]	Denied
Max Reiboldt (consultant to Saltzer from Coker Group)	58-59 72-73 74-77 86-87 90-95 97-104 138-159 137:5-9	No compelling reason to seal	Denied
Reiboldt	137:5-9	Discussion of specific compensation figures for Treasure Valley Hospital surgeons. There are compelling reasons to seal.	Redacted
Chris Roth (ST. LUKE'S CEO)	101-104 111-113	Discussion of St. Luke's business strategy for the future including market share projections. This was important to decision and public understanding, and no compelling reason to seal.	Denied
Roth	159-160	Discussion of Idaho's low rate of inpatient admissions per thousand population	Denied
Roth	164-165	[same]	Denied
Roth	165-168	[same]	Denied
Savage	219 270-72	No compelling reason to seal	Denied
Seppi	210-227	No compelling reason to seal.	Denied
Dr James Souza	49:12-18	Discussion of personal compensation of Dr. Souza	Redacted
Joni Stright (Administrator for Treasure	121-125	She discusses specific proposed acquisitions that ST. LUKE'S put on hold due to the FTC lawsuit. She	Denied

Valley region of the ST. LUKE'S clinics		names the physician practices ST. LUKE'S was considering acquiring and then concludes that the deals have been put on hold (or are no longer being pursued) due to the FTC lawsuit. Important to decision and public understanding and no compelling reason to seal.

Exhibit Requested by St. Luke's to be Sealed	Court Analysis	Decision
3	Lists potential physician group affiliations with St. Luke's not all of which took place. It names individual physicians and practices and reveals potential affiliation that might be damaging to them. Not important to Court decision or to public understanding. Compelling reasons exist to seal.	Seal
6	Discusses individual physician compensation. Contains personal sensitive information. Compelling reasons exist to seal.	Seal
10	Contains detailed financial data for St. Luke's used in 2013 negotiations with Blue Cross. Would be damaging to competitors if revealed. Not important to Court decision or public understanding. Compelling reasons exist to seal.	Seal
11	No compelling reason to seal.	Deny
12	No compelling reason to seal.	Deny
13	Discusses individual physician compensation. Contains personal sensitive information. Compelling reasons exist to seal.	Seal
14	[same]	Seal
15	Terms of Saltzer deal. Important to Court decision and public understanding. No compelling reason to seal.	Deny
16	Discusses financial information regarding individual practice categories in Saltzer and could be tied to individual physicians through inference. Thus, it contains sensitive personal information and is not important to Court decision or public understanding. Compelling reasons exist to seal.	Seal
17	Letter of intent on Saltzer deal. No compelling reasons	Deny

	for sealing.	
24	Professional Services Agreement (PSA) with Saltzer physicians. This was discussed in Court's Findings and Conclusions. No compelling reason to seal.	Deny
26	Amendment to above [same analysis]	Deny
27	[same]	Deny
28	[same]	Deny
30	[same]	Deny
31	Discusses individual physician compensation in the purchase agreement by St. Luke's of a physician practice. Contains sensitive personal information and compelling reasons exist to seal.	Seal
34	Discusses individual physician compensation in the purchase agreement by St. Luke's of a physician practice. Contains sensitive personal information and compelling reasons exist to seal.	Seal
35	[same]	Seal
37	[same]	Seal
38	Asset Acquisition Agreement between Saltzer and St. Luke's. No compelling reason to seal.	Deny
39	Discusses individual physician compensation in the purchase agreement by St. Luke's of a physician practice. Contains sensitive personal information and compelling reasons exist to seal.	Seal
41	Strategic Affiliation Agreement between St. Luke's and SelectHealth. Played no role in Court decision and not important to public understanding. Contains sensitive business information that would be damaging if revealed. Compelling reasons exist to seal.	Seal
42	Summary of terms of Saltzer/St. Luke's deal. No compelling reason to seal.	Deny
43	Email string regarding Blue Cross reimbursement rates. No compelling reason to seal.	Deny
46	[same]	Deny
47	Email between St. Luke's and Micron CEO re political discussions with Governor staff. No compelling reason to seal.	Deny
48	PSA [see analysis above]	Deny
49	Discusses individual physician compensation in the purchase agreement by St. Luke's of a physician practice. Contains sensitive personal information and compelling reasons exist to seal.	Seal
50	Space and Equipment Lease. No compelling reason to	Deny

	seal.	
51	Discusses individual physician compensation in the purchase agreement by St. Luke's of a physician practice. Contains sensitive personal information and compelling reasons exist to seal.	Seal
52	Discusses individual physician agreement with St. Luke's. Contains sensitive personal information and compelling reasons exist to seal.	Seal
54	LaFleur Deposition. No compelling reason to seal.	Deny
1008	Email re affiliation with physician practice. No compelling reason to seal.	Deny
1012	Detailed financial information on Imagine network negotiations with St. Luke's. Compelling reasons exist to seal as this data implicates the interests of non-parties, would be damaging if revealed and played no part in Court decision or public understanding.	Seal
1036	This email is full of individual's names and analysis of personalities. It would be damaging to individuals if released. It played no role whatsoever in the Court's decision and cannot help the public's understanding. Compelling reasons exist to seal	Seal
1044	Not admitted	Not admitted
1048	Detailed study by St. Luke's discussing strategy for compensating physicians. It played no role whatsoever in Court's decision and contains highly sensitive business information that would be damaging if revealed. Compelling reasons exist to seal.	Seal
1050	[same]	Seal
1051	Outline of history of relationship between Saltzer and St. Luke's from 2006 to present. No compelling reason to seal.	Deny
1052	Not admitted	Not admitted
1053		
1054		
1055	St. Luke's strategy on reimbursement. No compelling reason to seal.	Deny
1056	Not admitted	Not admitted
1057	St. Luke's plans to expand into other areas in Idaho. This is sensitive business strategy information that would be damaging if revealed. It played no role in Court decision or public understanding. Compelling reasons exist to seal.	Seal
1058	2013 Operating Budget for St. Luke's containing	Seal

	detailed financial data. It played no role in Court's decision or public understanding. Compelling reasons exist to seal.	
1059	2012 Joint Audit and Finance Planning and Strategy Meeting notes. [same analysis as above]	Seal
1060	[same]	Seal
1061	Letter re dispute between Blue Cross and St. Luke's. No compelling reason to seal.	Deny
1062	Meeting notes discussing strategies for St. Luke's in negotiating with payers. No compelling reason for sealing.	Deny
1063	[same]	Seal
1064	Detailed financial statements for St. Luke's clinics. This played no role in Court's decision or in public understanding. This information is sensitive financial information that could be damaging if revealed. Compelling reasons exist for sealing.	Seal
1066	Detailed budget for St. Luke's [same analysis as above]	Seal
1067	St Luke's strategy with payers 2011. No compelling reason to seal.	Deny
1073	Email string regarding competing with St. Al's. This touches on issues in case and there are no compelling reasons to seal.	Deny
1075	Reveals details of third-party Primary Health and its negotiations with St. Luke's. This could be damaging to Primary Health, not a party to this case. Compelling reasons exist to seal.	Seal
1076	[same]	Seal
1079	Nampa Demand Assessment. Touches on issues in case. No compelling reason to seal.	Deny
1080	St Luke's financial statements for 2011. This sensitive financial information would be damaging if revealed. It played no role in Court's decision or public understanding. Compelling reasons exist to seal.	Seal
1081	Discussion of Nampa market. Concerns issues in trial. No compelling reason to seal.	Deny
1083	[same]	Deny
1085	Email string with detailed financial data for St Luke's. This sensitive financial information would be damaging if revealed. It played no role in Court's decision or public understanding. Compelling reasons exist to seal.	Seal
1086	Detailed financial data for St Luke's. This sensitive financial information would be damaging if revealed.	Seal

	It played no role in Court's decision or public understanding. Compelling reasons exist to seal.	
1089	Discussion of Primary Health [see analysis above warranting sealing]	Seal
1092	Financial details of integration of St. Luke's and a specific physician practice. Played no role in Court decision or public understanding. Details would be damaging if revealed. Compelling reasons to seal.	Seal
1093	Case flow discussion and strategy by St. Luke's. Sensitive financial data that could be damaging if revealed. Played no role in Court decision or public understanding. Compelling reasons exist to seal.	Seal
1097	Strategy for achieving Triple Aim. No compelling reason to seal.	Deny
1100	Email discussion internally in St. Luke's of integrated care, a central issue in this case. No compelling reason to seal.	Deny
1101	No compelling reason to seal	Deny
1102	[same]	Deny
1103	[same]	Deny
1104	[same]	Deny
1105	[same]	Deny
1114	St. Luke's study on region-wide physician needs assessment. Discusses how changes in demographics will drive demand for physicians. Sensitive information that would be damaging if revealed, and would assist competitors with valuable information that St. Luke's purchased. Compelling reasons exist to seal.	Seal
1115	2011 Saltzer transaction update. No compelling reason to seal.	Deny
1118	St. Luke's internal discussion for improving cash flow by, in part, looking to ancillary services in Nampa. Concerns issues in the case. No compelling reason to seal.	Deny
1125	Discloses financial data on planned surgical center. Played no role in Court decision or in public understanding. Sensitive financial data that would be damaging if revealed. Compelling reasons exist to seal.	Seal
1126	[same]	Seal
1127	Discusses Nampa expansion. None of the detailed financial data that was in previous exhibits. No compelling reason exists to seal.	Deny
1134	No compelling reason to seal.	Deny

1135	No compelling reason to seal	Deny
1137	No compelling reason to seal	Deny
1138	Detailed financial data on physician practices considering integrating with St. Luke's. This would be damaging if disclosed and played no role in Court decision or public understanding. Compelling reasons exist to seal.	Seal
1139	[same – dealing with detailed financials for St. Luke's]	Seal
1165	No compelling reason to seal	Deny
1168	[same]	Deny
1170	Letter of Intent between St. Luke's and Micron. No compelling reason to seal.	Deny
1171	No compelling reason to seal.	Deny
1174	[same]	Deny
1181	Payer strategies by St. Luke's	Deny
1185	No compelling reason to seal.	Deny
1186	[same]	Deny
1187	Detailed contract negotiation results with payers prepared by St. Luke's in 2009. Given its age, no compelling reason to seal.	Deny
1188	No compelling reason to seal.	Deny
1189	[same]	Deny
1192	[same]	Deny
1193	[same]	Deny
1194	[same]	Deny
1201	[same]	Deny
1202	[same]	Deny
1203	[same]	Deny
1204	[same]	Deny
1207	[same]	Deny
1208	Detailed payer reimbursement by St. Luke's. Compelling reasons to seal.	Seal
1213	Discussion of clinical integration, key issue in this case. No compelling reason to seal.	Deny
1214	[same]	Deny
1216	St. Luke's payer strategy. No compelling reason to seal.	Deny
1217	Not admitted	Not admitted
1218	St Luke's payer strategy. No compelling reason to seal.	Deny
1219	Short strategy outline. No compelling reason to seal.	Deny
1221	St Luke's payer data. No compelling reason to seal.	Deny
1225	No compelling reason to seal.	Deny
1226	[same]	Deny

1227	[same]	Deny
1228	[same]	Deny
1229	[same]	Deny
1230	[same]	Deny
1231	[same]	Deny
1234	[same]	Deny
1237	St. Luke's budget for 2012. Contains detailed financial data that played no role in Court's decision, will not assist the public in understanding the case and would be damaging if disclosed. Compelling reasons exist to seal.	Seal
1238	Not admitted	Not admitted
1239	Not admitted	Not admitted
1240	Study for St. Luke's of compensation of two named physicians. Sensitive personal information and compelling reasons exist to seal.	Seal
1241	Not admitted	Not admitted
1242	Not admitted	Not admitted
1243	Not admitted	Not admitted
1244	Not admitted	Not admitted
1245	Detailed financial data on St. Luke's integration with physician clinics. The detailed data itself is not important to the Court's decision and would be damaging if released. Compelling reasons exist to seal.	Seal
1249	Study by consultant for St. Luke's on physician compensation. Same analysis as for Exh 1048 (see above)	Seal
1250	Not admitted	Not admitted
1251	Not admitted	Not admitted
1252	Not admitted	Not admitted
1253	Not admitted	Not admitted
1254	Not admitted	Not admitted
1260	Not admitted	Not admitted
1261	Consultant valuation of Saltzer – detailed report. It played no role in Court decision and is not important to public understanding. It contains sensitive business valuation data on Saltzer that would be damaging if revealed, and is proprietary information.	Seal
1262	Saltzer transaction update. No compelling reason to seal	Deny
1264	Strategy for OB/GYN practice group that discusses individual physicians. Contains sensitive personal and professional information and was not considered by	Seal

	Court or important to public understanding. Compelling reasons exist to seal.	
1265	No compelling reason to seal.	Deny
1269	Study for St. Luke's of compensation for orthopedic surgeons. Sensitive personal and professional information and there are compelling reasons to seal.	Seal
1273	Not admitted	Not admitted
1274	Report on 2010 integration with physician practice. Sensitive professional information that would be damaging if revealed. Compelling reasons exist to seal.	Seal
1275	2009 strategic planning report on West Treasure Valley. No compelling reason to seal.	Deny
1277	Saltzer integration report showing higher hospital billing rates. It concerns issues in this case and assists public understanding of the case and Court decision. No compelling reason to seal	Deny
1280	Email discussion of individual physicians and their stance on Saltzer deal. Irrelevant to Court decision and will not assist public in understanding the case. Contains potentially embarrassing personal information. Compelling reasons exist to seal.	Seal
1281	List showing dominance of Saltzer in Nampa area. Concerns issues in case and assists public in understanding Court decision.	Deny
1283	Discussion of named physicians and the revenue they generate. Contains personal and professional sensitive data that would be damaging if disclosed. Compelling reasons exist to seal.	Seal
1293	Outline of details of St. Luke's integration with one clinic. Sensitive business information that would be damaging if revealed. Played no role in Court decision or public understanding. Compelling reasons exist to seal	Seal
1302	Estimate changes for pricing of ancillary services if Saltzer deal goes through. Concerns issues in the case. Important to public understanding.	Deny
1310	St Luke's submission to Idaho Attorney General . No compelling reason to seal	Deny
1315	Not admitted	Not admitted
1323	No compelling reason to seal	Deny
1324	Not admitted	Not admitted
1329	Not admitted	Not admitted
1331	Not admitted	Not admitted

1334	Not admitted	Not admitted
1339	Operating Agreement of Alliance Medical Group LLC. (group that operates Primary Health). Not a party to this case and contains sensitive financial data that would be damaging if released. Compelling reasons exist to seal.	Seal
1340	More on Primary Health. Same analysis as above.	Seal
1343	Agreement by named physician with St. Luke's. Contains sensitive professional and personal information and played no role in Court decision and public understanding. Compelling reasons exist to seal.	Seal
1346	[same]	Seal
1347	Executive summary of integration between St. Luke's and clinic containing sensitive financial data which have nothing to do with Court decision or public understanding. Compelling reasons exist to seal.	Seal
1349	[same as 1343]	Seal
1350	Not admitted	Not admitted
1353	Chart comparison of St. Al's with St. Luke's. No compelling reason to seal	Deny
1359	Discussion of individual named physicians in email. Played no role in Court decision or public understanding. Compelling reasons exist to seal	Seal
1378	PSA between St. Luke's and Saltzer. See above	Deny
1398	No compelling reason to seal.	Deny
1414	Not admitted	Not admitted
1418	[same as 1343]	Seal
1422	Minutes – no compelling reason for sealing	Deny
1426	Real Estate Purchase Agreement – Contains sensitive financial data about nonparty and thus compelling reasons exist to seal. Played no role in Court decision or public understanding.	Seal
1427	[same]	Seal
1428	[same as 1343]	Seal
1429	[same]	Seal
1433	[same as 1343]	Seal
1434	[same as 1343]	Seal
1435	Memo of St Luke's. No compelling reason to seal	Deny
1437	Memo naming individual physicians. No part in Court decision or public understanding. Compelling reasons exist to seal	Seal
1439	[same as 1343]	Seal
1440	[same as 1343]	Seal

1443	St Luke's strategy re employment. No compelling reason to seal	Deny
1451	Sensitive business planning document. Compelling reasons to seal	Seal
1452	St Luke's and Saltzer integration plan. No reason to seal	Deny
1453	[same]	Deny
1455	Not admitted	Not admitted
1457	Handwritten notes – no reason to seal	Deny
1458	Not admitted	Not admitted
1459	[same as 1451]	Seal
1460	[same]	Seal
1463	Not admitted	Not admitted
1466	[same as 1451]	Seal
1469	[same]	Seal
1472	Saltzer transaction update. No reason to seal	Deny
1473	Saltzer deal financial details. No relevance to case and contains sensitive financial information that would be damaging if revealed. Compelling reasons exist to seal.	Seal
1475	[same]	Seal
1476	[same]	Seal
1477	[same]	Seal
1479	Discussion re physician compensation	Seal
1480	[same]	Seal
1482	No reason to seal	Deny
1488	Demographic data for Nampa. No reason to seal	Deny
1490	Not admitted	Not admitted
1493	Not admitted	Not admitted
1497	Not admitted	Not admitted
1498	Not admitted	Not admitted
1499	Not admitted	Not admitted
1500	Not admitted	Not admitted
1501	Not admitted	Not admitted
1505	Listing of payer adjustments for St Luke's. No reason to seal	Deny
1510	Strategy session re Select Network. Nothing to do with Court decision or public understanding. Would be damaging if revealed because it contains strategy regarding sensitive business information. Compelling reasons exist to seal	Seal
1514	Not admitted	Not admitted
1528	Strategy between St. Luke's and Micron. Involves interests of non-party and contains sensitive	Seal

	information that would be damaging if released.	
1532	Not admitted	Not admitted
1565	Sensitive financial data of St Luke's and Saltzer. Played no role in Court decision or public understanding.	Seal
1567	Not admitted	Not admitted
1569	Compensation of physicians	Seal
1570	No compelling reason to seal	Deny
1572	Not admitted	Not admitted
1573	No compelling reason to seal	Deny
1576	Not admitted	Not admitted
1582	Primary Health strategy. Involves interests of non-party and contains sensitive information that would be damaging if released.	Seal
1583	Micron data. Same analysis	Seal
1584	[same]	Seal
1585	[same]	Seal
1586	No compelling reason to seal	Deny
1587	Dealings with Select Health. Involves interests of non-party and contains sensitive information that would be damaging if released.	Seal
1590	No reason to seal	Deny
1591	Not admitted	Not admitted
1592	St Luke's strategy re physician recruitment. No reason to seal. Concerns issues in case	Deny
1594	[same as 1343]	Seal
1595	Not admitted	Not admitted
1596	Not admitted	Not admitted
1597	Not admitted	Not admitted
1600	Not admitted	Not admitted
1601	Not admitted	Not admitted
1602	St Luke's strategy re clinical integration. No reason to seal. Concerns issues in case.	Deny
1603	Not admitted	Not admitted
1604	No reason to seal	Deny
1605	Not admitted	Not admitted
1608	Not admitted	Not admitted
1612	Not admitted	Not admitted
1613	Not admitted	Not admitted
1615	Strategy of St Luke's re employment. No reason to seal	Deny
1617	[same]	Deny
1618	[same]	

1619	Not admitted	Not admitted
1620	Not admitted	Not admitted
1621	St Luke's integration strategy. No reason to seal	Deny
1622	No reason to seal	Deny
1623	Not admitted	Not admitted
1624	Not admitted	Not admitted
1626	Not admitted	Not admitted
1628	Not admitted	Not admitted
1629	Not admitted	Not admitted
1630	Not admitted	Not admitted
1631	Not admitted	Not admitted
1632	Not admitted	Not admitted
1633	No reason to seal	Deny
1634	Not admitted	Not admitted
1635	Contains portions of physician contracts. Sensitive professional and personal data – compelling reasons exist to seal.	Seal
1636	[same]	Seal
1637	[same]	Seal
1655	Names individual physicians and discusses case counts. Compelling reasons to seal	Seal
1659	No reason to seal	Deny
1660	[same]	Deny
1664	No reason to seal	Deny
1698	Not admitted	Not admitted
1771	Not admitted	Not admitted
1804	Nampa market shares. Concerns issues in case and important to public understanding	Deny
1805	[same]	Deny
1806	[same]	Deny
1807	[same]	Deny
1808	[same]	Deny
1809	[same]	Deny
1810	[same]	Deny
1811	[same]	Deny
1835	Not admitted	Not admitted
1840	No reason to seal	Deny
1841	Not admitted	Not admitted
1846	Not admitted	Not admitted
1878	Not admitted	Not admitted
1936	Not admitted	Not admitted
1944	Not admitted	Not admitted
1955	No reason to seal	Deny

1956	No reason to seal	Deny
1957	Compelling reasons to seal	Seal
1971	Not admitted	Not admitted
1972	Physician compensation.	Seal
1973	No reason to seal	Deny
1974	No reason to seal	Deny
1977	Physician compensation	Seal
1978	Not admitted	Not admitted
1982	Not admitted	Not admitted
1984	Not admitted	Not admitted
1988	Not admitted	Not admitted
1989	Not admitted	Not admitted
1992	Not admitted	Not admitted
1993	Not admitted	Not admitted
2006	Not admitted	Not admitted
2032	No reason to seal	Deny
2033	Not admitted	Not admitted
2034	Not admitted	Not admitted
2035	Not admitted	Not admitted
2045	Not admitted	Not admitted
2201	No reason to seal	Deny
2215	Not admitted	Not admitted
2216	No reason to seal	Deny
2247	No reason to seal	Deny
2248	[same]	Deny
2249	No reason to seal	Deny
2250	[same]	Deny
2251	[same]	Deny
2252	[same]	Deny
2253	[same]	Deny
2256	Physician compensation	Seal
2258	Sensitive financial data and physician compensation	Seal
2261	Micron sensitive information. Involves interests of non-party and contains sensitive information that would be damaging if released.	Seal
2270	Boise School District information. Involves interests of non-party and contains sensitive information that would be damaging if released.	Seal
2395	Compelling reasons to seal	Seal
2520	[same as 1343]	Seal
2521	No reason to seal	Deny
2522	Physician compensation	Seal
2546	Not admitted	Not admitted

2554	Boise School District sensitive information	Seal
2562	[same as 1343]	Seal
2570	Compelling reasons to seal	Seal
2573	No reason to seal	Deny
2574	[same]	Deny
2575	Physician compensation	Seal
2580	Not admitted	Not admitted
2581	Physician compensation	Seal
2590	No reason to seal	Deny
2592	[same]	Deny
2594	Not admitted	Not admitted
2595	Not admitted	Not admitted
2596	Not admitted	Not admitted
2599	Not admitted	Not admitted
2601	Not admitted	Not admitted
2612	Not admitted	Not admitted
2616	No reason to seal	Deny
2624	Compensation information	Seal
2625	Letter to Attorney General	Deny
2626	Not admitted	Not admitted
2627	Not admitted	Not admitted
2629	Not admitted	Not admitted
2630	Not admitted	Not admitted
2633	Not admitted	Not admitted
2634	No reason to seal	Deny
2635	Not admitted	Not admitted
Demonstrative Exhibits	These were viewed by the Court and important to understanding of the public. While they may contain some sensitive information, on balance they are crucial to the public's understanding. Accordingly, the Court will deny St. Luke's request to keep sealed the Demonstrative Exhibits as the Court cannot find compelling reasons to seal them.	Deny

St. Al's

St Al's Requests for Redaction or Sealing of Trial	Court Analysis	Decision

Testimony		
Tr. 765:12-22	Discussion of physician compensation	Redacted
Tr. 767:24 to 768:22	[same]	Redacted
Tr. 779:21 to 780:13	Discussion of volume of surgeries available for Saltzer surgeons. Important to decision and public understanding, and no compelling reason to seal.	Denied
Tr. 781:9 to 12	[same]	Denied
Tr. 785 823-826	No compelling reason to seal.	Denied
Tr. 878-882	No compelling reason to seal.	Denied
Tr. 883:17-24	Discussion of Saltzer pediatricians that played no role in the Court's decision and will not help the public understand the case and contains sensitive information. There are compelling reasons to seal	Redacted
Tr. 884-898	No compelling reasons to seal.	Denied
Tr. 902:12-17	Discussion of provisions in physician contracts with St. Al's. It contains sensitive personal information and is not important to Court decision or public understanding. There are compelling reasons to seal.	Redacted
Tr. 903: 5-6	[same] .	Redacted
Tr. 906 to 949	No compelling reason to seal.	Denied
Tr. 950:14 to 953:19	Discussion of St. Al's estimate of financial losses and job losses if Saltzer is acquired by St. Luke's. Important to the Court's decision and public understanding, and no compelling reason to seal.	Denied
Tr. 954 to 966	[same]	Denied
Tr. 967 to 974	Discussion of St. Al's estimate concerning the number of referrals it would lose if Saltzer deal went through. Important to decision and public understanding, and no compelling reason to seal.	Denied
Tr. 979:18 to 980:4	Discussion of St. Al's operating margin and how the failure to meet that figure did not result in job cuts in the past. Important to decision and public understanding, and no compelling reason to seal.	Denied
Tr. 980:8 to 981:5	Discussion of St. Al's owner – Trinity – and specific sums spent on Nampa Health Plaza. No compelling reason to seal.	Denied

Tr. 983 to 985	No compelling reason to seal	Denied
Tr. 1238 to 1248	No compelling reason to seal.	Denied
Tr. 1249:6-16	Discussion of specific manner of payment of compensation to physicians. Not important to decision or public understanding and contains sensitive personal information. There are compelling reasons to seal.	Redacted
Tr. 1250-55	No compelling reason to seal.	Denied
Tr. 1256:16-25	Discussion of importance of Micron to St. Al's. Important to public understanding of case and no compelling reason to seal.	Denied
Tr. 1257:9-17	Discussion from St. Al's that the loss of Saltzer physicians in its network would be very damaging. This is important to the Court's decision and the public's understanding, and there is no compelling reason to seal.	Denied
Tr. 1258 to 1268	No compelling reason to seal.	Denied
Tr. 1361 – 1362	Discussion from St. Al's about how patients prefer their established relationships with doctors. No compelling reason to seal.	Denied
Tr. 2896:12 to 2897:7	Discussion of St. Al's strategic business plan, including aligning with independent physicians. While this discusses sensitive business information, it is crucial to the public's understanding of the case and there is no compelling reason to seal.	Denied
Tr. 2897:12-23	[same]	Denied
2988:7-18	Discussion of the capacity of certain physicians. This contains sensitive personal criticism that played no role in the Court's decision and is not needed for the public to understand this case. There are compelling reasons to seal.	Redacted
Tr. 2989:5-19	[same]	Redacted
Tr. 3152:8 to 3153:21	Discussion of estimated financial and job losses to St. Al's if Saltzer deal goes through. Important to Court decision and public understanding, and no compelling reason to seal.	Denied
Tr. 3153 to 3155	[same]	Denied
Tr, 3156 to 3161	No compelling reason to seal	Denied
Tr. 3162:5-18	Discussion of St. Al's operating margin it needs to remain profitable. This was important to St. Al's allegation of damage from the Saltzer deal and	Denied

	hence important to the public's understanding of this case. No compelling reason to seal.	
Tr. 3164 to 3166	[same]	Denied
Tr. 3169-3172	Discussion of St. Al's admission data and how for each patient the hospital determines who is that patient's primary care physician. No compelling need to seal.	Denied
Tr. 3175:5 to 3177:4	Discussion of loss of market share in 2010 and 2011 for St. Al's and the reasons for it. No compelling reason to seal.	Denied
Tr. 3186: 4-15	Discussion of estimated financial loss to St. Al's if Saltzer deal goes through. Important to Court decision and public understanding, and no compelling reason to seal.	Denied
Tr. 3190:1-8	Discussion of specific physician. Not important to Court decision or public understanding and contains sensitive personal information. There is compelling reason to seal.	Redacted
Tr. 3196:2 to 3197:16	Discussion of three named physicians and their work volume and productivity. Contains sensitive personal information and not important to Court's decision or to public's understanding. There are compelling reasons to seal.	Redacted
Tr. 3198:2 to 3200:19	Discussion of one named physician and projections of his referrals. Contains sensitive personal information and not important to Court's decision or to public's understanding. There are compelling reasons to seal.	Redacted
Tr.3204:9	Names individual physician. Compelling reasons to seal.	Redacted
Tr. 3211:10-13	[same]	Redacted
Tr. 3212:10-17	[same]	Redacted
Tr. 3214 to 3215	No compelling reason to seal	Denied
Tr. 3274 to 3275	No compelling reason to seal	Denied
Tr. 3306	Discussion of Saltzer referrals estimated after Saltzer deal went through. No compelling reason to seal.	Denied

Deponent	**Redaction**	**Court Analysis**	**Decision**

	Requested (by St. Al's)		
Steve Brown (Chief Medical Officer St. Al's)	52:13-22	Decision by St. Al's not to become Medicare Accountable Care Organization. No compelling reason to seal.	Denied
Brown	53:5-20	[same]	Denied
Brown	129 – 131	Discussion of whether St. Al's has fully integrated system. This is important to public understanding and no compelling reason to seal	Denied
Brown	137:20 to 140:15	Discussion of St.Al's incentive bonus compensation plan. This contains sensitive personal compensation information and played no role in Court decision and is not necessary for public understanding. Compelling reasons exist for sealing.	Redacted
Brown	145 – 149	Discussion of St Al's goals for its clinically integrated system. No compelling reason to seal.	Denied
Brown	150 – 154	St Al's negotiations with Saltzer. No compelling reason to seal.	Denied
Brown	160:14 to 161:11	Discussion about non-compete and compensation in proposal from St. Al's to Saltzer. This contains sensitive personal information and was not important to Court's decision or to public's understanding. Compelling reasons exist to seal.	Redacted
Brown	161:14 to 162:7	[same]	Redacted
Brown	191:14-16	Specific number of persons covered in contracts with SA's Alliance network. Not important to Court decision or public understanding. Compelling reasons exist to seal.	Redacted
Brown	192 to 200	No compelling reason to seal.	Denied
Brown	204-207	Discussion of details of St.Al's strategy regarding its Alliance network. This is important to issue regarding integrated systems and thus there is no compelling reason to seal.	Denied

Brown	212 to 214	No compelling reason to seal	Denied
Brown	222-223	Discussion of St Al's Alliance network's planning for entering into risk based contracts in the future. This was important issue in the case. It may contain some sensitive planning information but its importance to the public understanding outweighs sensitive nature – no compelling reason to seal.	Denied
Brown	225-232	No compelling reason to seal	Denied
Sally Jeffcoat (St. Al's CEO)	68 to 77 90 to 91 120 to 121 165 to 167 173-199	No compelling reason to seal	Denied
Sally Jeffcoat	169:14-17	Identifying specific sum for compensation to Saltzer physicians. Contains sensitive personal information that was not important to Court's decision or public's understanding. Compelling reasons exist to seal.	Redacted
Blaine Petersen (St. Al's financial officer	78 to 80 167 to 169	No compelling reason to seal	Denied
Petersen	225:10-18	Discussion of named physician. Not important to decision or public understanding. Compelling reason to seal exists.	Redacted
Powell	361: 2-15	No compelling reason to seal	Denied
Thomas Reinhardt (St. Al's assistant VP)	75-78	General discussion about criteria for inclusion of physicians in SA's Alliance Network. No compelling reason to seal	Denied
Reinhardt	78 to 82 107 to 108 134	No compelling reason to seal	Denied
Reinhardt	124:8 to 128:6	Discussion of terms of contract between St. Al's and named physician	Redacted
Dr Michael Roach (St. Al's	126-128 138-139	Explains why volume of work done by specialist might be harder to	Denied

physician)		recoup than volume of work done by primary care physician. No compelling reason to seal	
Dr Roach	181-182	Explains St Al's general goal of keeping referrals within St. Al's. No compelling reason to seal.	Denied
Gregory Sonnenberg (Director of Managed Care for St. Al's)	51 to 239	No compelling reason to seal.	Denied

Exhibits St. Al's Seeks to Seal	**Court Analysis**	**Ruling**
1682	Reimbursement comparison between St Luke's, TVH and St. Al's. No compelling reason to seal.	Deny
1693	Market share analysis by expert. No compelling reason to seal.	Deny
1694	[same]	Deny
1695	[same]	Deny
1696	[same]	Deny
1697	[same]	Deny
1702	Saltzer patient share of general acute care inpatient hospital services at TVH, St. Al's and St. Luke's. No compelling reason to seal.	Deny
1703	[same]	Deny
1704	[same]	Deny
1778	Payer mix at hospitals. No compelling reason to seal.	Deny
1804	Nampa market shares. Concerns issues in case and important to public understanding.	Deny
1805	[same]	Deny
1806	[same]	Deny
1807	[same]	Deny
1808	[same]	Deny
1809	[same]	Deny
1810	[same]	Deny
1811	[same]	Deny
1953	Physician compensation discussed in email. Compelling reasons exist to seal.	Seal
1954	Outline of St. Al's Payer Partnership and Growth Strategy." Contains sensitive business and strategy	Seal

	material that would be damaging if disclosed. Compelling reasons exist to seal.	
2007	No reason to seal	Deny
2015	Named physician contract. Compelling reasons to seal.	Seal
2016	Named physicians discussed. Irrelevant to case. Damaging if revealed. Compelling reasons to seal/	Seal
2018	[same]	Seal
2019	[same]	Seal
2023	[same]	Seal
2024	[same]	Seal
2028	2013 St. Al's Strategic Update. Contains sensitive business information that would be damaging if released. Irrelevant to case and public understanding. Compelling reasons to seal.	Seal
2029	[same]	Seal
2031	West Valley Strategy [same analysis]	Seal
2032	No compelling reason to seal	Deny
2039	[same]	Deny
2047	[same]	Deny
2048	[same]	Deny
2049	Compensation discussed. Compelling reasons to seal.	Seal
2050	[same]	Seal
2053	No reason to seal	Deny
2055	Recruitment strategy. Important to issues in case.	Deny
2059	No reason to seal	Deny
2062	West Valley Strategy. Discloses sensitive strategy information and would be damaging if disclosed. Compelling reasons to seal.	Seal
2067	No reason to seal	Deny
2069	Discussion of individual. Compelling reason to seal	Seal
2070	Alliance Payer Strategy. Involves interests of non-party and contains sensitive information that would be damaging if released.	Seal
2071	No reason to seal	Deny
2072	[same]	Deny
2073	[same]	Deny
2075	St. Al's Strategic Plan. Contains sensitive business information, damaging if disclosed. Not important to public understanding. Compelling reasons to seal	Seal
2076	St. Al's Nampa Facility Improvement Plan. The next 11 Exhibits along with this one all involve analysis and strategic plans for St. Al's Nampa facility. While these exhibits contain sensitive information, this case involves	Deny

	the Nampa market and these exhibits assist the public in understanding the case. The Court finds no compelling reason to seal.	
2077	[same]	Deny
2078	[same]	Deny
2079	[same]	Deny
2080	[same]	Deny
2081	[same]	Deny
2082	[same]	Deny
2083	[same]	Deny
2084	[same]	Deny
2085	[same]	Deny
2086	[same]	Deny
2087	[same]	Deny
2097	Compensation discussed. Sensitive personal and professional information damaging if revealed. Compelling reasons to seal.	Seal
2098	[same]	Seal
2127	No reason to seal	Deny
2129	No reason to seal	Deny
2131	No reason to seal	Deny
2133	No reason to seal	Deny
2135	Compensation discussed. Compelling reasons to seal.	Seal
2136	No reason to seal	Deny
2137	[same]	Deny
2140	[same]	Deny
2141	[same]	Deny
2142	[same]	Deny
2149	Sensitive business information that would be damaging if revealed. Contains nothing to assist public in understanding the case. Compelling reasons exist to seal.	Seal
2150	[same]	Seal
2151	St. Al's strategic Financial Plan. Sensitive information, damaging if revealed. Compelling reasons exist to seal.	Seal
2152	[same]	Seal
2153	No reason to seal	Deny
2154	No reason to seal	Deny
2155	[same]	Deny
2156	[same]	Deny
2157	[same]	Deny
2161	Discussion of individual physician. Compelling reasons to seal.	Seal
2162	[same]	Seal

2163	[same]	Seal
2164	No reason to seal	Deny
2165	No reason to seal	Deny
2166	No reason to seal	Deny
2167	[same]	Deny
2168	Surgery Care Affiliates. Sensitive information and compelling reasons to seal.	Seal
2172	Nampa relocation. No reason to seal	Deny
2185	No reason to seal	Deny
2186	Referral history. Compelling reason to seal.	Seal
2187	[same]	Seal
2265	Answers to Interrogatories. No reason to seal.	Deny
2284	No reason to seal	Deny
2288	Surgeon employment offers. Sensitive personal and professional material, damaging if revealed. Compelling reasons to seal.	Seal
2292	2012 St. Al's Strategic Priorities. Sensitive information; damaging if revealed. Compelling reason to seal	Seal
2296	Email re neurology rotation. No help to public understanding or Court decision. Damaging if revealed. Compelling reasons to seal	Seal
2299	No reason to seal	Deny
2302	[same analysis]	Deny
2303	[same analysis]	Deny
2304	[same analysis]	Deny
2305	[same analysis]	Deny
2306	Compensation of named physician.	Seal
2311	No reason to seal	Deny
2313	No reason to seal	Deny
2314	Compensation of named physician	Seal
2315	[same]	Seal
2324	No reason to seal	Deny
2326	No reason to seal	Deny
2327	No reason to seal	Deny
2501	Sensitive business information that would be damaging if revealed. Does not assist public in understanding the case. Compelling reasons exist to seal	Seal
2502	2012 CFO discussion and analysis. Sensitive information damaging if revealed. Compelling reasons to seal.	Seal
2503	St Al's Nampa Financial Improvement Plan. No reason to seal.	Deny
2504	CFO narrative. No reason to seal	Deny

2506	Compensation for named physician.	Seal
2507	[same]	Seal
2508	[same]	Seal
2509	No reason to seal	Deny
2510	No reason to seal	Deny
2511	No reason to seal	Deny
2512	Nampa Financial Income Statement	Seal
2513	Physician personal information; compelling reason to seal. Not important to public understanding or Court decision.	Seal
2514	2012 St. Al's Balance Sheets. Not important to Court decision or public understanding. Sensitive information that would be damaging if disclosed. Compelling reasons to seal.	Seal
2515	No reason to seal	Deny
2516	Physician personal information; compelling reason to seal. Not important to public understanding or Court decision.	Seal
2517	[same]	Seal
2519	St. Al's Strategic Plan. Not important to Court decision or public understanding. Sensitive information. Compelling reasons to seal.	Seal
2526	St. Al's Regional Overview. Not important to Court decision or public understanding. Sensitive information. Compelling reasons to seal.	Seal
2527	[same]	Seal
2528	[same]	Seal
2529	[same]	Seal
2530	No reason to seal	Deny
2531	Physician personal information. Not important to public understanding or Court decision. Compelling reason to seal.	Seal
2532	St. Al's 2013-2015 Strategic Overview. Not important to Court decision or public understanding. Sensitive information which would be damaging if revealed. Compelling reasons to seal.	Seal
2533	No reason to seal	Deny
2534	[same]	Deny
2537	[same]	Deny
2538	[same]	Deny
2539	Market Strategy Update. Not important to Court decision or public understanding. Sensitive information which would be damaging if revealed. Compelling	Seal

	reasons to seal.	
2541	St Al's Growth Strategy. Not important to Court decision or public understanding. Sensitive information which would be damaging if revealed. Compelling reasons to seal.	Seal
2544	No reason to seal	Deny
2545	Strategic Plan. Not important to Court decision or public understanding. Sensitive which would be damaging if revealed. Compelling reasons to seal.	Seal
2561	Contract Amendments. No reason to seal	Deny
2619	No reason to seal	Deny
2620	Comments on physicians.	Seal
2621	No reason to seal	Deny
2622	Not admitted	Not admitted
2639	No reason to seal	Deny
Demo. 5119 et seq	No reason to seal	Deny

Saltzer

Saltzer's Requests for Redaction or Sealing	**Court Analysis**	**Decision**
Tr. 3216 to 3221	Discussion about decrease in compensation estimated for Saltzer physicians if the deal was unwound. This does contain sensitive information about compensation. But it is general in nature and not tied to any individual physician, and is also crucial for understanding St. Luke's argument that unwinding the deal would prejudice Saltzer physicians. It is important to the Court's decision and to the public's understanding of the case. Accordingly, the Court cannot find compelling reasons to keep it sealed.	Denied
Tr. 3223: 3-12	Discussion of two named physicians and their ability to generate significant revenue for Saltzer. This contains sensitive personal information that would be damaging if disclosed. Compelling reasons exist to seal.	Redact

Tr. 3224:1-17	Discussion about how income from Saltzer physicians is allocated to Saltzer's operating costs and salaries. The numbers discussed are hypothetical and no individuals are named. The discussion is important to the public's understanding of the case. No compelling reasons exist to seal.	Denied
Tr. 3224:24-25 **3225:1-2** **3225:5-13** **3225:16-22** **3225:25** **3227:1-8** **3227:11-15** **3227:19-25** **3228:1-4** **3228:7-12** **3229:4-7**	[same]	Denied
Tr. 3230 to 3238 **3245 to 3252** **3254 to 3255**	Discussion from expert for St. Luke's using actual financial data from Saltzer to show how she calculated that Saltzer physicians would see compensation drop by 30% if the deal was unwound. Also contains a critical analysis of opposing testimony that Saltzer could cut costs and avoid compensation reductions. Because this discussion reveals actual financial data such as revenue and overhead, it contains sensitive business information that could be damaging if revealed. On the other hand, this discussion is crucial to the public's understanding of St. Luke's argument that unwinding the deal would prejudice Saltzer physicians. On the whole, the Court cannot find compelling reasons to keep this sealed.	Denied
Tr. 3241:3 to 3243:5	Discussion of the productivity of three named physicians. This contains sensitive personal information that would be damaging if revealed. It was not important to the Court's decision or to the public's understanding of the case. Compelling reasons exist to justify sealing.	Redact
Tr. 3253:10-14	Discussion of three named physicians and a specific term of their employment contracts. This contains sensitive personal information that would be damaging if disclosed. It will not assist the public in understanding the case and was not important to the	Redact

	Court's decision. Compelling reasons exist to seal.	
Tr. 3285:18 to 3286:3	[same]	Redact
Tr. 3295:8-13	Discussion of compensation in general. Important to public understanding. No compelling reason to seal.	Denied

Exhibits Saltzer Seeks to Seal	**Court Analysis**	**Ruling**
8	No reason to seal	Deny
33	[same]	Deny
36	[same]	Deny
1078	[same]	Deny
1141	Sensitive information on physician views of Saltzer deal. Played no role in Court decision or public understanding. Compelling reasons exist to seal.	Seal
1143	Physician compensation material	Seal
1144	Not admitted	Not admitted
1145	Not admitted	Not admitted
1146	Not admitted	Not admitted
1147	No compelling reason to seal	Deny
1148	Not admitted	Not admitted
1149	No compelling reason to seal.	Deny
1152	Not admitted	Not admitted
1153	No compelling reason to seal	Deny
1154	[same]	Deny
1155	Sensitive personal information	Seal
1156	[same]	Seal
1157	No compelling reason to seal	Deny
1159	[same]	Deny
1160	Compensation	Seal
1161	[same]	Seal
1294	Not admitted	Not admitted
1361	No reason to seal	Deny
1362	[same]	Deny
1363	Compensation	Seal
1364	No reason to seal	Deny
1365	[same]	Deny
1368	Not admitted	Not admitted
1369	No reason to seal	Deny

1370	[same]	Deny
1373	[same]	Deny
1374	[same]	Deny
1376	[same]	Deny
1377	No reason to seal	Deny
1379	Compensation	Seal
1380	[same]	Seal
1384	No reason to seal	Deny
1385	[same]	Deny
1391	[same]	Deny
1392	Compensation	Seal
1393	No reason to seal	Deny
1394	[same]	Deny
1399	[same]	Deny
1400	Compensation and other terms for named physicians	Seal
1401	No reason to seal	Deny
1402	[same]	Deny
1404	[same]	Deny
1406	Irrelevant strategic document not important to Court or to public understanding but contains sensitive information to Saltzer which would be damaging if revealed. Compelling reason to seal.	Seal
1410	[same]	Seal
1411	Letter re medical staff. Contains sensitive material not relevant to Court or public.	Seal
1450	Re SironaHealth, a nonparty. Irrelevant to Court decision and public understanding and involves third party information which would be damaging if revealed.	Seal
1533	Not admitted	Not admitted
1534	Not admitted	Not admitted
1536	Not admitted	Not admitted
1537	No reason to seal	Deny
1538	[same]	Deny
1539	Compensation	Seal
1663	No reason to seal	Deny
1699	Not admitted	Not admitted
1700	Not admitted	Not admitted
1701	Not admitted	Not admitted
1702	No reason to seal	Deny
1703	[same]	Deny
1704	[same]	Deny
1761	Not admitted	Not admitted

1762	Not admitted	Not admitted
1763	Not admitted	Not admitted
1764	Not admitted	Not admitted
1765	Not admitted	Not admitted
1766	Not admitted	Not admitted
1767	Not admitted	Not admitted
1768	Not admitted	Not admitted
1861	Sensitive financial data which would be damaging if revealed.	Seal
1862	Not admitted	Not admitted
1863	Sensitive financial data which would be damaging if revealed.	Seal
1864	Not admitted	Not admitted
1866	Not admitted	Not admitted
1867	Not admitted	Not admitted
1868	Not admitted	Not admitted
1869	Not admitted	Not admitted
1870	Not admitted	Not admitted
1871	Not admitted	Not admitted
1872	Not admitted	Not admitted
1873	Not admitted	Not admitted
1874	Not admitted	Not admitted
1875	Not admitted	Not admitted
1876	Not admitted	Not admitted
1877	Not admitted	Not admitted
1878	Not admitted	Not admitted
1879	Not admitted	Not admitted
1880	Not admitted	Not admitted
1881	Not admitted	Not admitted
1882	Not admitted	Not admitted
1883	Not admitted	Not admitted
1884 to 1945	Not admitted	Not admitted
1992	Not admitted	Not admitted
2013	No reason to seal	Deny
2021	No reason to seal	Deny
2065	No reason to seal	Deny
2089	[same]	Deny
2091	[same]	Deny
2092	[same]	Deny
2093	[same]	Deny
2099	Not admitted	Not admitted
2192	Discussion of confidential financial concerns which would be damaging if revealed. Compelling reasons	Seal

	to seal	
2193	No reason to seal	Deny
2197	[same]	Deny
2198	[same]	Deny
2205	[same]	Deny
2209	Not admitted	Not admitted
2226	Not admitted	Not admitted
2257	No reason to seal	Deny
2273	This was a letter from Nancy Powell that contains information regarding physician fee schedules and so there are compelling reasons to keep it sealed.	Sealed
2274	[same]	Sealed
2278	[same]	Seal
2279	[same]	Seal
2280	[same]	Seal
2281	[same]	Seal
2283	No reason to seal	Deny
2285	No reason to seal	Deny
2523	Physician compensation matters discussed	Seal

Treasure Valley Hospital

Treasure Valley Hospital's Requests for Redaction or Sealing of Trial Testimony	**Subject Matter**	**Decision**
Tr. 998:1-11	Discussion of the mix of patients seen at Treasure Valley Hospital (TVH) – that is, which insurer is covering these patients. It contains some sensitive business information but its importance to the public's understanding and the Court's decision outweighs its sensitive nature. No compelling reason to seal.	Denied
Tr. 1029:1 to 8	Discussion of 2011 & 2012 utilization rates at TVH. It contains some sensitive information but is important to issues in the case – no compelling reason to seal.	Denied

Tr. 1044:19 to 1050:1	[same]	Denied
Tr. 1049:4 to 1051:24	Discussion of utilization figures for two named surgeons. This contains sensitive personal information and was not important to the Court's decision or public understanding as was the general utilization data discussed above and ordered disclosed. Unlike that general data, this specific data names two individual surgeons and so there is a compelling reason to keep it sealed.	Redacted
Tr. 1051 to 1057	No compelling reason to seal	Denied
Tr. 1057:17 to 1061:11	Discussion of financial viability of TVH. It contains sensitive business data but is important to effect of Saltzer deal on competitors, and TVH's claim of injury. On the whole, the Court cannot find compelling reasons to keep this sealed.	Denied
Tr. 1065:15 to 1093:24	[same]	Denied
Tr. 1102 – 1119	Discussion of utilization at TVH from 2011 to 2013, and the reasons behind the numbers, along with other financial information. Once again, this includes sensitive business data, but at the same time is crucial to TVH's claim of harm. On the whole it is too important to the public's understanding and the Court's decision and this outweighs the sensitive nature of the material – there is no compelling reason to seal.	Denied
Tr. 1581 to 1587	Discussion by expert Dr. Haas-Wilson that TVH surgical cases are rising, not falling. No compelling reason to seal.	Denied
Tr. 2995 to 2998	Discussion of TVH volume of surgeries without revealing any individual surgeon numbers. No compelling reason to seal.	Denied
3196:2 to 3197:16	Discussion of three named physicians and their practices. Not important to Court decision or public understanding. Contains sensitive personal information. Compelling reasons exist to seal.	Redacted

Deponent	**Redaction**	**Subject of Testimony**	**Decision**

	Requested (by TVH)		
Dr Curran (with Saltzer)	81:4-7	Discusses personal compensation. Contains sensitive personal information but is not important to Court decision or public understanding. Compelling reasons exist to seal.	Redacted
Dr. Curran	84:2-10	Contains sensitive personal information about investment. Not important to Court decision or public understanding. Compelling reasons exist to seal.	Redacted
Dr. Curran	88:11-24	Further discussion of personal compensation. Contains sensitive personal information but is not important to Court decision or public understanding. Compelling reasons exist to seal.	Redacted

Exhibits TVH Wants Sealed	Court Analysis	Ruling
1655	Names individual physicians. Professional and personal information; damaging if revealed. Compelling reasons to seal	Seal
1656	TVH detailed income statement for 2011. Sensitive business information; damaging if revealed. Compelling reasons to seal	Seal
1657	[same]	Seal
1963	Physician case count, naming individual physicians. Sensitive information – compelling reasons to seal	Seal
1964	[same]	Seal
1965	[same]	Seal
1966	[same]	Seal
2026	No reason to seal	Deny
2090	No reason to seal	Deny
2102	No reason to seal	Deny
2103	TVH Competitive Advantage and Clinical Performance. Sensitive information which would be damaging if revealed. Compelling reason to seal.	Seal

2106	No reason to seal	Deny
2107	No reason to seal	Deny
2111	No reason to seal	Deny
2112	TVH detailed income statement for 2009. Given its age, no reason to seal.	Deny
2113	TVH detailed income statement for 2010. Given its age, no reason to seal.	Deny
2114	TVH detailed income statement for 2011. Sensitive business data more recent than statements above and thus compelling reasons to seal	Seal
2115	[for 2012] [same analysis]	Seal
2118	No reason to seal	Deny
2119	TVH Balance Sheet for 2011. See analysis above.	Seal
2122	No reason to seal	Deny
2123	No reason to seal	Deny
2124	No reason to seal	Deny
2125	No reason to seal	Deny
2262	No reason to seal	Deny
2263	No reason to seal	Deny
2264	No reason to seal	Deny
2266	No reason to seal	Deny
2269	No reason to seal	Deny
2636	No reason to seal	Deny
2637	No reason to seal	Deny
2641	No reason to seal	Deny
2642	No reason to seal	Deny
2644	No reason to seal	Deny
2645	No reason to seal	Deny
2646	No reason to seal	Deny
Demos. 3001 et seq	No reason to seal	Deny
Demos 5088 & 5119	No reason to seal	Deny

Blue Cross

The Court has already resolved, in its decision unsealing the Findings and Conclusions, some of Blue Cross's requests to seal or redact certain testimony and

exhibits. For example, the Court rejected Blue Cross's request to redact any reference to its experience in Twin Falls with the Physician Center. That experience, the Court reasoned, "is nearly five years in the past, an eternity in this fast moving field, and there is no discussion of personal compensation, future strategy, or sensitive details in this brief account. There may be a minor competitive disadvantage from revealing the incident, but it pales before the public's right to understand the Court's analysis."

The Court applied the same analysis to the attempts to redact statements that (1) St Luke's or Saltzer are "must have" providers in the Blue Cross network, (2) that Blue Cross would not have a "sustainable product" without them, and (3) that the Acquisition would take away a health insurer's best outside option and make negotiations more difficult. These are very general statements and were repeated in various forms by so many witnesses that they are essentially matters of common knowledge.

Blue Cross objected to revealing specific figures and percentages regarding hospital-based billing. The practice of hospital-based billing has been widely publicized, however. *See* Rosenthal, *"As Hospital Prices Soar, a Stitch Tops $500,"* New York Times (Dec. 2, 2013); Brill, *"Bitter Pill,"* Time Magazine (Feb. 20, 2013). While revealing those numbers may offer some insight to competitors, the prejudice is not great when compared to the powerful insight those figures offer to the public trying to understand how the Court arrived at its decision.

Blue Cross also wanted to redact any reference to its reimbursement to St Luke's growing from an average amount in 2007 to a top-five amount in 2012. Again, the bargaining leverage that St. Luke's has with payors is well-known within the industry,

and confirming that with figures causes no great competitive harm. Given the testimony at trial, St. Luke's position at the top of the reimbursement list will not surprise anyone.

Blue Cross also wanted to redact references that it pays more than Medicare for some provider services. Blue Cross complains that these figures will disclose to its competitors the reimbursement rates it has negotiated with hospitals and physicians. But the references do not reveal any reimbursement rates paid to hospitals or doctors, and only point out that Blue Cross pays more than Medicare without breaking down the recipients of those reimbursements. Such a general discussion can do little competitive harm, but the paragraph is vital to demonstrate the current status of health care prices in Idaho.

These are some of the general considerations that the Court has used to resolve specific requests by Blue Cross to keep testimony and documents sealed. More specific explanations are contained in the chart below that covers each item that Blue Cross wanted to remain sealed.

Blue Cross Request for Redaction	Subject Matter	Decision
Couch Trial Testimony 182:8-19	Specific dollar amounts that Blue Cross reimburses St Luke's Hospital, and general range for other hospitals. various hospitals throughout the state. The relative reimbursement rates are crucial to an understanding of the Court's analysis, and were ordered unsealed in a separate decision by the Court unsealing the Findings and Conclusions. The analysis changes with regard to the specific dollar figure identified as Blue Cross's annual reimbursement to St. Luke's. That sum is not necessary to understanding this case, and would prejudice Blue Cross in its negotiations. Thus, the Court	Redact only the dollar amount on line 19 of page 182.

	will strike only that dollar amount. There is another specific dollar amount named, but it is not attributed to any specific hospital and will remain unredacted to provide context.	
Couch Trial Testimony 199:18 to 201:3	Discussion of specific negotiations with a provider in Burley, including evaluation of that provider's medical practices. This was not mentioned by the Court in its Findings and Conclusions and plays no role in understanding the case. It could affect the reputation of a non-party provider that could cause substantial harm. There is no countervailing reason to reveal the provider's name.	Redact
Couch Trial Testimony 230 to 251	The Court rejects Blue Cross's request to redact this testimony. A large section of this discussion involves the Twin Falls/Physician Center experience that the Court has already ordered must be unsealed. It also contains a general discussion of the way Blue Cross negotiates contracts that is so general as to be harmless. It includes a discussion of "Best-Alternative-To-Negotiated-Agreement" or BATNA, that the Court has already ordered must be unsealed.	Denied
Couch Trial Testimony 253:14	The Court rejects Blue Cross's request to redact this testimony. It discusses how St. Luke's acquisition of Saltzer would cause the prices of ancillary services to rise. This issue of "hospital billing" was ordered by the Court to be unsealed in its prior decision.	Denied
Couch Trial Testimony 261-268	The Court rejects Blue Cross's request to redact specific dollar figures showing the increase in costs for various medical procedures due to "hospital billing." The specific dollar sums are crucial to understanding this concept which is in turn crucial to understanding this case and the Court's analysis. Whatever prejudice Blue Cross might suffer is slight when compared to the right of the public to have this information.	Denied
Couch Trial Testimony 271:3 to 277:7	Discussion of Blue Cross negotiations with St Luke's over a specific medical clinic acquired by St. Luke's and Blue Cross charges of overbilling. The negotiations were triggered by an individual's experiences that might lead to his/her identification. The negotiations are discussed in detail and reveal Blue Cross's negotiating strategy. The incident was not mentioned in the Court's decision and is not necessary to the public's	Redacted

	understanding of the case.	
Couch Trial Testimony 277:16 to 292:25	Discussion of how costs rise after St. Luke's acquires a physician practice. Blue Cross does not regard St. Luke's as an efficient provider of care. Data from 2007 to 2012 is discussed as part of Blue Cross negotiations with St. Luke's over reimbursement rates. The reimbursement rates of various Idaho hospitals are compared generally, but no other hospitals are identified by name. The Court has already unsealed the gist of this testimony – that Blue Cross reimbursement rates to St. Luke's went from about average for Idaho hospitals in 2007 to one of the highest by 2012. The testimony in these 15 pages is (1) crucial to the public's understanding of this case (2) old enough in some cases that it is hard to imagine any harm resulting from revealing it, and (3) general enough that specific hospitals other than St. Luke's are not identified. Thus, the Court will deny Blue Cross's request to redact this testimony.	Denied
Couch Trial Testimony 294-296	Discussion of the effect on pricing of St. Luke's market power.	Denied
Couch Trial Testimony 296:18 to 302:1	Discussion of the specific financial details of the agreement between Blue Cross and St. Luke's for the years 2012 and 2013. These financial details played no role in the Court's decision and would be damaging if revealed.	Redact
Couch Trial Testimony 303:17 to 308:12	Discussion of agreement between Blue Cross and St. Luke's regarding Medicare Advantage program. Blue Cross profit margins are discussed. Individual physician is evaluated. None of these matters played any role in the Court's decision and none help the public understand this case. The material is highly sensitive and would be damaging if revealed	Redact
Couch Trial Testimony 308:20 to 312:20	Discussion of patients wanting care in the community where they reside. If St. Luke's acquires Saltzer, it will weaken Blue Cross negotiating strength. This is crucial information for the public to understand this case and was crucial to the Court's analysis. Moreover, it is not so sensitive that it would be unduly prejudicial to reveal.	Denied
Couch Trial Testimony 313:19 to 315:2	Discussion of the importance of having St. Luke's in any network. Explaining that a network insurance plan entitled ConnectedCare was not successful because St. Luke's was not in the network. This is crucial to	Denied

	understanding the case and an important part of the Court's decision. Nothing here appears unduly prejudicial.	
Couch Trial Testimony 326:2-6	Specific membership numbers for Blue Cross identified. Not important to the case and highly prejudicial if revealed	Redacted
Couch Trial Testimony 328:13 to 329:3	Blue Cross is concerned that St. Luke's is offering preferential reimbursement rates to its own insurer, Select Health, and requiring high reimbursement rates from Blue Cross. This is a matter between St. Luke's and Blue Cross over which they have negotiated, and so there is nothing confidential as between those two entities. Moreover, the discussion does not affect any third parties, so is not confidential in that sense. St. Luke's market power is important to an understanding of this case. It lacks prejudice because it expresses an obvious concern – most observers probably already assumed St. Luke's was giving preferential treatment to Select Health so there is nothing new here.	Denied
Couch Trial Testimony 330:17 to 331:1	[same]	Denied
Couch Trial Testimony 331:6 to 333:8	Despite testifying that Saltzer is a "must-have" provider in any network, Blue Cross has resisted all attempts by Saltzer over the years to negotiate physician fee amounts about the statewide fee schedule. This is important to understanding the case and creates little prejudice	Denied
Couch Trial Testimony 335:20 to 344:20	Discussion of 2013 presentation Blue Cross made to St. Luke's to persuade them that their reimbursement rates were too high. There is a general discussion about how St. Luke's rates compare to other Idaho hospitals, but no other hospitals are identified by name. This discussion falls into the category of information unsealed by the Court's earlier decision, concerning St. Luke's ranking amongst other Idaho hospitals.	Denied
Couch Trial Testimony 345:23 to 349:23	Discussion of Blue Cross negotiations with St. Luke's over reimbursement rates including the specific percentage increases proposed by each party throughout the negotiations. The specific figures could be used by competitors and could be damaging to future negotiations with third parties. The specific percentage figures do not assist the public in understanding the case	Redacted

	and were not mentioned or considered by the Court in its decision.	
Couch Trial Testimony 353:16 to 360:10	Discussion of (1) Blue Cross strategy for negotiating reimbursement rates with hospitals; (2) St. Luke's profit margins; and (3) the financial impact of Medicare on St. Luke's financial performance. These are highly sensitive matters that would be damaging if revealed to competitors, and they add little to the public's understanding of this case. They were not mentioned in the Court's decision.	Redacted
Couch Trial Testimony 360:10 to 363:18	The Court ordered that this testimony be stricken. *See Transcript at pg. 363:12-17.* The Court was ruling that it was hearsay, not that it was confidential. The testimony was based on an article in the local newspaper and thus cannot be considered confidential,	Denied
Couch Trial Testimony 364:24 to 365:10	Discussion of hospital-based billing. The Court has ordered this unsealed, as discussed in detail above.	Denied
Couch Trial Testimony 366:17 to 367:7	[same]	Denied
Couch Trial Testimony 368:15-20	General discussion of online site	Denied
Couch Trial Testimony 372:3 to 396:5	Discussion of Twin Falls experience with Physician Center. This issue was unsealed by the Court in its prior decision. There is also a lengthy discussion of a past dispute between Blue Cross and St. Luke's over the acquisition of a surgery center by St. Luke's. Blue Cross was concerned that St. Luke's would seek higher reimbursement rates for the same procedures done at the same facility simply because it had been acquired by the hospital. This dispute illustrates the nature of hospital-based billing, an issue the Court has ordered must be unsealed because it is a key to this case and a key to the public's understanding of this litigation. Accordingly, the Court will reject this attempt to redact this testimony.	Denied
Couch Trial Testimony 397:9 to 398:10	General discussion of gain-sharing and risk-sharing that appears to lack any real prejudice.	Denied
Couch Trial Testimony	Discussion of risk-based contracting between Blue Cross and St. Luke's. This is an issue in the case and does not	Denied

398:11 to 405:16	appear to be prejudicial.	
Couch Trial Testimony 409:5-10	Discussion about how Blue Cross reimbursement rates for physician services are higher than the Idaho adjusted Medicare fee schedules. The discussion is brief and no individual providers are named. This discussion falls into the category already unsealed by the Court, as discussed above.	Denied
Couch Trial Testimony 410:21 to 411:2	[same]	Denied
Couch Trial Testimony 411:13 to 415:25	Discussion of Blue Cross study showing the effect of St Luke's acquisition of a physician's practice on the amounts that Blue Cross pays to that practice for physician services. This is a document that only involves St. Luke's and Blue Cross. Blue Cross has argued for years to St. Luke's that its acquisitions are driving up costs, so there is nothing confidential about this study as between St. Luke's and Blue Cross, and there is also nothing that would affect any third parties. Hence, the Court will not redact this testimony.	Denied
Couch Trial Testimony 426:3	Discussion of how outpatient surgery costs go up 289% when a surgery practice is acquired by St. Luke's. This falls into the category of hospital-based billing that the Court has ordered must be unsealed.	Denied
Couch Trial Testimony 426:5	[same]	Denied
Couch Trial Testimony 430:7 to 432:25	Discussion of how St. Luke's uses its market power and size to force concessions from Blue Cross. This is certainly well-known between Blue Cross and St. Luke's and so is not confidential as between those two entities. And there is nothing in this discussion that would affect third parties, or that would affect Blue Cross's negotiations with third parties.	Denied
Couch Trial Testimony 433:9 to 434:12	[same]	Denied
Couch Trial Testimony 440:11-12	[same]	Denied
Couch Depo	Discussion of Blue Cross dispute with St. Luke's over	Denied

295:7-20	their failure to give advance warning about the purchase of a surgical center. This has been fully discussed above, and the Court explained its refusal to redact. That same analysis applies here.	
Couch Depo 314:16-21	Discussion of available providers in market if St. Luke's and Saltzer are unavailable. The discussion is quite general and nothing confidential appears on its face. No compelling reason to seal.	Denied
Couch Depo 348:12-17	Discussion about physician fees not increasing after St. Luke's acquired physician practice. The discussion is very general and no specific fee figures are discussed. No compelling reason to seal this.	Denied
Couch Depo 342:4-13	This is a small part of a longer discussion about a specific clinic acquired by St. Luke's. The small part Blue Cross seeks to redact notes that Blue Cross reimbursement to the clinic decreased after it was acquired by St. Luke's. But that same point is made throughout the discussion in portions that Blue Cross does not seek to seal. Thus, there is nothing confidential in this small portion, and no compelling reason to seal it.	Denied
Couch Depo 347:19-25	[same]	Denied
Exhibit 1193	This is a memo summarizing a meeting between Blue Cross and St. Luke's officials in 2012 and contains detailed financial information about Medicare Advantage. It also contains a detailed summary of their negotiations and a strategy for future collaboration. This would be highly damaging if revealed to competitors. This is a compelling reason to seal	Sealed
Exhibit 1331	Not admitted	Denied (not admitted)
Exhibit 1481	2012 email string concerning Blue Cross concerns over "hospital billing" issues with the Saltzer transaction. This is a crucial issue and is necessary for the public to understand the case and the Court's analysis. There is no compelling reason to seal it.	Denied
Exhibit 1482	[same as Joint Exhibit 2 – see below]	Redact only the quoted paragraph from the hospital

		contract.
Exhibit 1567	Not admitted	Denied (not admitted)
Exhibit 1604	2012 letter from St. Luke's to Blue Cross containing detailed negotiating positions for 2013 reimbursement contract. This is sensitive information that if revealed to competitors would be damaging. Thus, there are compelling reasons to seal it.	Sealed
Exhibit 1622	This letter contains a multi-page list of physicians, their practice location, and their tax identification numbers. This is sensitive personal information and, accordingly, there are compelling reasons to seal it.	Sealed
Exhibit 1296	This is a memo summarizing a 2010 meeting between officials from St. Luke's and Blue Cross concerning the dispute over St. Luke's purchase of a surgical center (and increasing its billing rates) without notifying Blue Cross. The Court has discussed above why it refuses to redact this discussion – it illustrates hospital billing, a major issue in this case. Although it may reveal some negotiating strategy, the memo is four years old and there is no compelling reason to redact it.	Denied
Exhibit 1297	This is the Settlement Agreement between St. Luke's and Blue Cross that settled the legal dispute over St. Luke's failure to give notice before it purchased a clinic and starting billing at higher hospital rates. It concerns St. Luke's negotiating power and the issue of hospital billing and there appears no compelling reason to keep it a secret.	Denied
Exhibit 1298	This is a "Summary of Reimbursement Trends" showing how the billings from two orthopedic clinics increased once they were purchased by St. Luke's. This demonstrates the hospital billing issue that was a key to the Court's decision. While it is crucial to the public's understanding of the Court's analysis, there appears little reason to keep it confidential. No individual physicians is mentioned – the information is limited to the types of surgeries done and the billing rates.	Denied
Exhibit 1299	This is a series of PowerPoint slides prepared by Blue Cross as part of their negotiations with St. Luke's over the 2012/2013 reimbursement contract. It contains comparisons with other hospitals in Idaho, and gives dollar figures for reimbursements to those other hospitals	Sealed

	that would be confidential and sensitive. The Court has already revealed (in its Findings and Conclusions) how St. Luke's compares to other hospitals without revealing the names of the other hospitals. This document goes further and names the hospitals and gives specific dollar figures for reimbursement for those other hospitals, none of which are parties in this case. There are thus compelling reasons to seal this exhibit	
Exhibit 1300	This document again compares St. Luke's to other hospitals but unlike Exhibit 1299, it does not name hospitals that are not parties to this case. There is no compelling reason to seal this exhibit.	Denied
Exhibit 1301	This is a Memo of Understanding between St. Luke's and Blue Cross concerning reimbursements for 2013 and 2014. This Memo contains the specific results of an agreement between these parties on various reimbursement rates for the years mentioned. There is a compelling reason to seal this because it reveals current and future specific rate information that will harm Blue Cross's negotiating ability with other providers.	Sealed
Exhibit 1555	This is a Blue Cross "2010 Quality Program Evaluation." It discusses the care patients received without naming any specific hospitals or physicians. There is no compelling reason to seal it.	Denied
Exhibit 1556	[same for 2011]	Denied
Exhibit 1557	[same for 2012]	Denied
Exhibit 1561	Not admitted	Denied (not admitted)
Exhibit 1578	Not admitted	Denied (not admitted)
Exhibit 2143	No compelling reason to seal.	Denied
Exhibit 2144/2543	Blue Cross Business Plan and Budget for 2013 to 1015. See discussion below for Exhibit 2145.	Sealed
Exhibit 2145	Blue Cross Business Plan and Budget for 2012 to 2014. This contains 29 pages of sensitive financial information and business strategy. It contains nothing that the Court relied upon in its decision or that the public needs to understand this case. At the same time, it would be very damaging if revealed to competitors and providers. There are compelling reasons to seal it.	Sealed
Exhibit 2146	Not admitted	Denied

		(not admitted)
Exhibit 2147	This is the contract rates for the 2011 Statewide Physician fee schedule. As such, it is sensitive information regarding physician fees and there are compelling reasons to seal it.	Sealed
Exhibit 2148	This is a chart prepared by Blue Cross showing each medical practice that St. Luke's has acquired since 2007 and notes how insurance reimbursements to those practices changed after the acquisition. The chart is relevant to the hospital billing issue. That issue is important to the Court's analysis and to the public's understanding of the case. These factors outweigh whatever sensitive nature the information presents, and the Court cannot find compelling reasons to keep it sealed.	Denied
Exhibit 2242	This exhibit describes Accountable Care Organizational strategy. It played no role in the Court's decision and contains nothing of importance to the decision or to the issues. Because it contains sensitive business strategy there are compelling reasons to seal it.	Sealed
Exhibit 2243	Not admitted	Denied (not admitted)
Exhibit 2248	This exhibit recites the relationship between St. Luke's and Saltzer, crucial to the Court's opinion and without compelling reason to redact.	Denied
Exhibit 2271	This is a letter written by Dr. Randell Page that was not discussed during his testimony and so was not important to the Court's decision and the Court finds compelling reasons to seal it.	Sealed
Exhibit 2272	[same]	
Exhibit 2273	This was a letter from Nancy Powell that contains information regarding physician fee schedules and so there are compelling reasons to keep it sealed.	Sealed
Exhibit 2274	[same]	Sealed
Exhibit 2275	This letter concerns physician rates and there are compelling reasons to seal it.	Sealed
Exhibit 2318	Not admitted	Denied (not admitted)
Exhibit 2323	This letter contains no compelling reason to seal.	Denied
Exhibit 2324	This is a master concept document regarding	Sealed

	ConnectedCare, an accountable care organization. It played no role in the Court's analysis and will not assist the public in understanding this case. For these reasons and because it contains sensitive business strategy of a non-party there are compelling reasons to seal it.	
Exhibit 2543	This is the Business Plan and Budgets for 2013 to 2015. This is essentially the same as Exhibit 2245 (and the same as Exhibit 2244). See that analysis. For the same reasons, the Court will seal this.	Sealed
Exhibit 2582	This is a 4-year old letter and there are no compelling reasons to seal	Denied
Exhibit 2583	Contains summary of 2010 St. Luke's proposal to Blue Cross for increase in reimbursement and also contains historical figures from 2008 and 2009. This is old enough that although sensitive, there are no compelling reasons to order it sealed.	Denied
Exhibit 2584	This contains a document that details Blue Cross strategy for negotiations with large hospitals. It contains sensitive business strategy information that would be damaging if revealed. It played no role in the Court's analysis.	Sealed
Exhibit 2585	This is an e-mail regarding the 2010 surgery center dispute between St. Luke's and Blue Cross that the Court has already decided that no compelling reasons exist to keep this sealed.	Denied
Exhibit 2586	This is a 4-year old e-mail and there are no compelling reasons to seal.	Denied
Exhibit 2587	[same as Joint Exhibit 9 – see below]	Sealed
Exhibit 2588	This is a 2012 letter from Milliman to Jeff Crouch at Blue Cross comparing Blue Cross physician-allowed fees to benchmark data for 2010. Because it deals with physician fees, the Court finds compelling reasons to keep it sealed. It played no role in the Court's analysis and is not important to an understanding of this case.	Sealed
Exhibit 2589	This is a 2012 internal Blue Cross memo to the Board of Directors regarding St. Luke's SelectHealth insurance product. It discusses the negotiations with St. Luke's over the 2013 reimbursement contract. This discussion is somewhat sensitive but nothing surprising – the memo discusses the obvious competition between St. Luke's SelectHealth and St. Al's ConnectedCare. There are no compelling reasons to keep this sealed.	Denied
Exhibit 2590	No compelling reasons to seal.	Denied

Exhibit 2591	No compelling reasons to seal.	Denied
Exhibit 2616	This agreement between St. Luke's and Blue Cross is more than 5 years old and there is no compelling reason to seal it.	Denied
Exhibit 2617	This is the Facility Contract – Commercial between St. Luke's and Blue Cross setting reimbursement policy and rates for 2012. It is highly confidential and plays no role in the Court's decision or in the public's understanding of the case. There are compelling reasons to seal it.	Sealed
Exhibit 2626	Not admitted	Denied (not admitted)
Exhibit 2630	Not admitted	Denied (not admitted)
Joint Exh 2	This is a 2012 letter from Todd York, Blue Cross Manager for Provider Contracting, to Randy Billings of St. Luke's stating an expectation that ancillary services performed at Saltzer will not be billed out at higher St Luke's rates. This does contain a quoted paragraph from the most recent contract between Blue Cross and St. Luke's concerning the billing of ancillary services after purchase of a clinic or medical practice. The Court does find compelling reasons to seal the quoted paragraph from the contract but the remainder of the letter must not be sealed.	Redact only the quoted paragraph from the hospital contract.
Joint Exh 9	This is a 2011 e-mail from Randy Billings at St. Luke's to Jeff Crouch at Blue Cross discussing a new negotiating strategy. It contains nothing that would help the public understand this case or the Court's decision, and it does contain sensitive negotiating information that could be damaging if revealed to competitors. There are compelling reasons to seal this.	Sealed
Joint Exh 10	2012 document from St. Luke's including specific financial information from 2008 to 2012 as part of a presentation to Blue Cross for negotiating a new reimbursement contract. This document contains highly sensitive financial information that would damage St. Luke's if it was revealed to competitors and would damage Blue Cross's ability to negotiate with others. This provides a compelling reason to seal.	Sealed
Joint Exh 11	[similar to Joint Exhibit 2 – see above]	Seal only the quoted

		paragraph from the hospital contract
Joint Exh 19	This is Blue Cross's analysis of its negotiations with St. Luke's in 2010 over reimbursement rates. It contains specific numbers and specific percentages for planned increases proposed by St. Luke's. Given that it discusses negotiations 4 years in the past, the Court can find no compelling reason to seal it.	Denied

Imagine Health

Imagine Health is not a party to this action but their Director Jackie Butterbaugh was subpoenaed by the parties as a third-party witness, and she testified in a deposition. Imagine Health asks the Court to seal certain portions of her testimony and certain exhibits introduced through her.

Much of Butterbaugh's testimony concerns Imagine's business strategies, both in general and with regard to specific negotiations. For example, she discusses (1) Imagine's process for selecting physicians to add to their network, including an assessment of their skills; (2) Imagine's strategies for growth in Boise, and their targeting of certain regions in Idaho for future growth; (3) the details of their negotiations with Micron and Primary Health; and (4) pricing terms of Imagine's deals with providers.

The Chief Financial Officer and General Counsel at Imagine Health, Howard Young, has filed his affidavit asserting that the portions of Butterbaugh's testimony that Imagine seeks to seal includes "sensitive confidential information of Imagine Health, including trade secrets." *See Young Affidavit (Dkt. No. 339-1).* The Court's review

confirms this allegation. Much of Butterbaugh's testimony could be used by competitors to gain a significant advantage over Imagine Health. Importantly, Imagine Health was forced by subpoena to divulge this information, and is not a party in this lawsuit. Moreover, the Court's Findings and Conclusions do not mention Imagine Health or Butterbaugh, and there is nothing in her testimony or the associated exhibits that is necessary for the public to understand the Court's analysis.

Based on all these circumstances, the Court finds compelling reasons for sealing much of Butterbaugh's testimony and the associated exhibits. The following tables are the result of the Court's line-by-line review of Butterbaugh's testimony and will identify with specificity those pages and lines of her deposition and trial testimony that is to be redacted. The Court also includes a table of the exhibits that must remain sealed.

Deposition of Jackie Butterbaugh (and related Exhibits)		
Page and Lines & Exhibits	**Subject Matter**	**Decision**
10:15 to 12:8	Discussion of how Imagine picks providers to be included in their network	Redact.
13:3 to 15:3	[same]	Redact
16:2 to 17:21	Discussion of Imagine's business strategy	Redact
19:18 to 19:25	Discussion of regions that Imagine is targeting for future growth	Redact
20:1 to 22:21	Imagine's strategies for growth in Boise	Redact
24:25 to 28:7	Imagine's negotiations with Micron	Redact
28:13 to 29:22	Imagine's process for selecting doctors for its network	Redact
31:9 to 32:25	Imagine's negotiations with Saltzer to get it to join Imagine's network	Redact
34:1 to 36:4	Imagine's discussions with SL and IPN over their involvement in a PPO for Micron	Redact
52:15 to 53:2	Not a confidential discussion	Denied

53:8-25	Imagine's assessment of skills of physicians added to its network	Redact
56:8 to 57:7	Imagine's quality comparison report on SA and SL	Redact
57:23-24	Imagine's attempts to solicit business from employers other than Micron	Redact
58:6-23	[same]	Redact
59:1-7	Discussion of employer's use of another network	Redact
65:12-19	Imagine's method for identifying high quality medical providers	Redact
66:2 to 67:8	[same]	Redact
67:18-21	Imagine's contract with Micron	Redact
68:4 to 69:24	The key criteria for the network that Imagine created for Micron	Redact
70:15 to 70:25	[same]	Redact
71:23 to 72:4	Imagine's success with guarantee in Micron contract	Redact
72:14 to 72:17	Not a confidential discussion	Denied
74:2-8	Micron's use of St. Al's and St. Luke's	Denied
80:10-15	Discussion of volume of Imagine's business and its source	Redact
82:4-23	Not a confidential discussion	Denied
85:1-10	Imagine's negotiations with Primary Health Medical Group	Redact
84;1-23	Imagine's negotiations with SL	Redact
105:2-25	Discussion of named physician leaving Imagine's network	Redact
106:24 to 107:14	Discussion of Imagine's analysis of specific group of physicians.	Redact
110:16 to 111:18	Discussion of conflicts arising when physicians own clinics and naming specific physicians	Redact
112:18 to 113:4	Imagine's negotiations with Micron	Redact
114:15 to 115:8	[same]	Redact
115:15-25	[same]	Redact
116:11 to 117:22	[same]	Redact
118:1-4	[same]	Redact
120:20 to 121:7	[same]	Redact
121:11 to 122:24	Imagine negotiations with Home Depot	Redact
123:7-24	[same]	Redact
136:8-12	Not a confidential discussion	Denied
137:10-19	Imagine's business strategy	Redact
Exhibit 1000	Imagine's business negotiations	Sealed
Exhibit 1001	[same]	Sealed

Exhibit 1200	[same]	Sealed
Exhibit 2000	Micron Agreement terms	Sealed
Exhibit 2002	Imagine's pricing information	Sealed
Exhibit 2003	Micron negotiations	Sealed
Exhibit 2005	Negotiations	Sealed
Exhibit 2006	Negotiations	Sealed
Exhibit 2007	Imagine's Network Analysis for client	Sealed
Exhibit 2008	Imagine's Network Analysis for client	Sealed
Exhibit 2009	Imagine's business strategy and analysis	Sealed
Exhibit 2536	Network process & performance	Sealed

Primary Health

Primary Health is not a party to this litigation but their President Dr. David Peterman was subpoenaed to testify at trial and to provide documents, some of which were entered into evidence. He discussed, among other things, (1) proprietary information on how Primary Health selects the physical location for their medical clinics; (2) Primary Health's financial investment in an electronic records system; (3) physicians who he identifies by name; and (4) Primary Health's productivity, recruiting strategies, and staffing model.

Dr. Peterman filed his Declaration identifying each confidential item by page and line number and explaining why the testimony needed to remain confidential. Dr. Peterman states that the testimony and exhibits he designates as confidential would "if disclosed, expose Primary Health to harm and strategic disadvantage in the marketplace." *See Supplemental Declaration (Dkt. No. 330).* After comparing Dr. Peterman's assertions with each page and line number that he seeks to seal, the Court agrees in large part (although not entirely) with his analysis.

There are compelling reasons for sealing much of what Primary Health seeks to seal. For example, in one portion of Dr. Peterman's testimony, he explains how he pays physicians in his network. *See Trial Transcript* at pg. 1249. In other testimony, he explains how Primary Health chooses the physical locations of its medical clinics. *Id.* at 1167-1171. This proprietary information is akin to a secret formula of ingredients for, say, a soft drink – it gives a competitive advantage to the holder of the formula, who has expended time and money to develop the formula. If the secret formula is revealed, the competitive advantage is lost. Thus, there are compelling reasons to keep much of this material sealed. Moreover, this proprietary information played no role in the Court's ultimate decision, and thus is not necessary for the public to understand the Court's analysis. Finally, it is important that Primary Health is not a party to this litigation and did not provide the information voluntarily but only subject to a subpoena.

On the other hand, Primary Health asks to seal Dr. Peterman's discussion of the difficulty in recruiting physicians to come to Canyon County. This information was testified to by a number of witnesses and is basically a matter of public knowledge. Moreover, it was crucial to the Court's analysis. Hence, the Court quoted from Dr. Peterman's testimony in its Findings of Fact and Conclusions of Law, and held that the information would not be sealed. *See Findings and Conclusions (Dkt. No. 464).*

Finally, there are a number of instances in Dr. Peterman's testimony where he names a certain physician and discusses his practice. If revealed, this could be professionally damaging and would serve no purpose – the identification of the

physicians by name adds nothing to the public's understanding of this case or to the Court's analysis.

With these guidelines in mind, the Court has prepared the table below that reviews each page and line number of the testimony and exhibits that Primary Health seeks to seal. The table gives a summary of the material at issue and describes the Court's ruling on whether that material should be sealed.

Trial Testimony & Exhibits Primary Health Seeks to Seal	Summary of Testimony or Exhibit	Decision
1159: 10-13	Discussion of Primary Health's financial investment in an electronic records system – both the initial investment and the ongoing costs. Sensitive business information that would be damaging to Primary Health if disclosed. Not important to Court's decision or to public understanding. Compelling reasons exist to seal.	Redact
1166:12 to 1171:10	Discussion of proprietary information on the criteria Primary Health uses to select the physical locations for their clinics. Same analysis as with electronic record investment above.	Redact
1173:3-21	[same]	Redact
1174:12 – 1177:17	[same]	Redact
1177:24 **1178:1** **1178:2** **1178:3** **1178:6** **1178:13**	Discussion of the criteria a certain physician used to locate his practice. Primary Health seeks only to redact the name of the physician used in these lines. Compelling reasons exist to redact that name.	Redact only the name of the physician in these pages and lines.

1182:5		
1179:12 to 1181:5	Discussion of difficulties of recruiting in Canyon County. The Court cited some of this testimony in its Findings & Conclusions. The testimony is general in nature and in large part describes efforts that are public in nature. The testimony does name certain physicians, and their names should be redacted as unnecessary to understand this case.	Redact only the names of the physicians in these pages and lines.
1182:2 1182:5 1182:10	Discussing certain named physician. Primary Health seeks only to redact names in these lines and compelling reasons exist to do so.	Redact only the names of the physicians at these pages and lines.
1182:25 to 1183:13	Discussion of one specific Primary Health clinic and its financial performance.	Redact.
1189:3 to 1190:10	Discussion of the employment relationship between Primary Health and its physicians contracts with Primary Health	Redact
1190:20 1190:23	Discussion of certain named physician. Compelling reasons exist to seal.	Redact only the name of the physician at these lines.
1191:5 to 1198:25	Discussion of recruiting. Part of it comes from public sources like their own shareholder reports, and the rest cannot be deemed compelling for sealing purposes.	Denied.
1201:10 to 1204:21	Discussion of patient traffic projections for one specific Primary Health clinic in Nampa. This is sensitive and confidential business strategy information that would prejudice Primary Health if revealed and contribute nothing to the public's understanding of this case. Compelling reasons exist to seal.	Redact.
1207:11 to 1208:11	Discussion of physicians' transition to electronic record system at Primary Health.	Redact
1208:17-23	Discussion of productivity at Primary Health. This is sensitive business information that would damage Primary Health if disclosed. Compelling reasons exist to seal.	Redact
1221:3 to 1225:23	Discussion of Primary Health financial health and productivity. Same analysis as above.	Redact

Exhibit 1075	Reveals confidential negotiations of Primary Health	Seal
Exhibit 1339	This is Primary Health's confidential Operating Agreement containing sensitive information about their operations	Seal
Exhibit 1340	Reveals confidential negotiations of Primary Health	Seal
Exhibit 1582	[same]	Seal
Exhibit 2173	Primary Health Board Report used internally only and discusses employment of physicians and the relationship with St. Luke's.	Seal
Exhibit 2174	[same]	Seal
Exhibit 2175	[same – discusses location of Primary Health clinics]	Seal
Exhibit 2177	[same]	Seal
Exhibit 2179	Discussion of Primary Health business strategy by President and accounting firm	Seal
Exhibit 2180	Proprietary information concerning utilization of health services by zip code – used to select sites for Primary Health clinics.	Seal
Exhibit 2181	[same]	Seal
Exhibit 2182	Presentation concerning selection of site for Primary Health clinic made internally to management and Board only.	Seal
Exhibit 2550	[same]	Seal
Exhibit 2551	Board report concerning projected growth of Primary Health and productivity data.	Seal

Micron

Micron was not a party to this litigation. Through discovery subpoenas, the parties compelled Micron to provide confidential information and testimony. Specifically, Micron's Vice President of Human Resources Patrick Otte testified at the trial. He testified about Micron's efforts and strategy to provide a network of health care providers for its employees. While Micron's program was discussed at length during the trial, the Court's Findings and Conclusions contain no mention of it, and the program played no role in the Court's decision. Hence, the public can have a full understanding of this case without revealing how Micron established a network of health care providers.

Moreover, the information is highly confidential. Patrick Otte explains that it reveals Micron's strategy in negotiations and pricing a system of health care for its employees. *See Otte Declaration (Dkt. No. 304-1)* at pp. 2-3. Micron must continue to negotiate with health care providers and payers, and this information would compromise their negotiating strength. In addition, this is proprietary information that could be exploited by competitors.

The Court's review of Otte's trial testimony – and the associated exhibits – is summarized in the table below. The Court's rulings as to each matter that Micron seeks to seal or redact are set forth in that table.

Testimony Or Exhibit	Subject Matter	Decision
559:6-25	Discussion of how often Micron's on-site medical clinic was used by Micron employees, including specific numbers of patient visits.	Redact
560:11-21	Discussion of Micron's pricing in its on-site clinic and how that pricing affected patient visits	Redact
561:5 to 562:3	Discussion of Micron's overall strategy in starting its own network of health care providers for its employees.	Redact
562:19-21	Reveals Micron's financial budget figures.	Redact
565: 5 to 566:6	Discussion of bid process and Micron's strategy in soliciting bids from health care providers to develop its network.	Redact
566:16 to 567:2	Reveals Micron's analysis of specific bids to be part of Micron's health care network, and explains why Micron chose some health care providers over others.	Redact
567:19 to 570:18	Describes challenges to setting up Micron's network and the effect on Micron's employees	Redact
572:7 to	Discussion of (1) challenges Micron faced in	Redact

587:20	developing its network while at the same time its revenues were declining; (2) a comparison of its negotiations with different health care providers; (3) a review of the costs of the network, the savings it generated, and its impact on Micron's employment.	
591:9 to 592:19	Discussion of Micron's future plans for its health care network and its evaluation of the Saltzer transaction's impact on its own network.	Redact
601:14 to 602:3	Discussion of Micron's pricing of network services and its impact on Micron employees	Redact
602:16 to 604:1	Discussion of Micron's network strategy and evaluation of its success.	Redact
604:17 to 615:15	Discussion of how the Micron employees were using the various tiers of the network for health services, the criteria Micron was using to evaluate the quality of its services, and negotiations over modifications to the network.	
617:1-6	Discussion of negotiations between Micron and health care provider	Redact
1345:8-16 **1346: 5-13** **1355: 25 to 1356:18** **1358: 12-20** **1411: 8-15** **1412:9**	Discussion by Dr. Dranove (expert) analyzing Micron's health care network. This contains sensitive business data that could damage Micron if disclosed. It was not important to Court decision or to public understanding. Compelling reasons exist to seal.	Redact
Exhibit 12	Document relating to negotiations between St Luke's and Micron	Seal
Exhibit 1201	[same]	Seal
Exhibit 1234	[same]	Seal
Exhibit 2009	Letter regarding termination by St. Luke's	Seal
Exhibit 2201	Document relating to negotiations between St. Luke's and Micron	Seal

CONCLUSION

The Court has now resolved the requests for sealing. The Court will direct the parties to publically disclose the material previously sealed in accord with the decision

set forth above, and to make that disclosure within 30 days from the date of this decision. The parties shall contact the Clerk's Office to determine if the best method for public disclosure is a filing on CM/ECF or a filing on the Court's website (with a notation to that effect on CM/ECF). The Court assumes that even though it has limited jurisdiction because of the appeal to the Ninth Circuit, the Court retains jurisdiction to set this time limit and manage the logistics of the public disclosure. The parties are free to file a motion if the Court has inadvertently overstepped the bounds of its limited jurisdiction.

ORDER

In accord with the Memorandum Decision set forth above,

NOW THEREFORE IT IS HEREBY ORDERED, that the parties shall publically disclose the transcripts and exhibits as set forth above within thirty (30) days from the date of this decision, and shall contact the Clerk's Office as set forth above.

DATED: July 3, 2014

B. Lynn Winmill
Chief Judge
United States District Court