

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**



IN RE: Bard Implanted Port Catheter
Products Liability Litigation,

MDL No. 3081

CASE MANAGEMENT ORDER NO. 11

PROTECTIVE ORDER

(Applies to All Actions)

THIS MATTER, having come before the Court upon the joint submission by the parties (Doc. 94), **IT IS ORDERED:**

The parties agree and the Court recognizes that at least some of the documents and information (hereinafter the “Material”) being sought through discovery in the above-captioned action are normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order (“Order”) in this Multi-District Litigation (the “MDL”). In the event of remand or transfer to other courts, this Order will remain in effect in all respects until adopted by the receiving court or replaced by a subsequent order.

The Material to be exchanged throughout the course of the MDL between the parties may contain trade secret or other confidential research, technical, cost, price, marketing or other commercial information, or personal privacy information as is contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such Material as much as practical during the MDL, including any appeals arising from the MDL.

1 6. Third Parties who are obligated to produce Confidential Information in this
2 MDL and who so elect may avail themselves of, and agree to be bound by, the terms and
3 conditions of this Order and thereby become a Producing Party for purposes of this Order.

4 7. This Order is HIPAA-compliant pursuant to 45 C.F.R. § 164.512 (e)(1)(v).
5 The parties agree that a Receiving Party (or any other person who receives Confidential
6 Information from a Receiving Party) may use Confidential Information only for purposes
7 of this MDL, including Material that contains Protected Health Information (PHI) and
8 individually identifiable health information that is protected from unauthorized disclosure
9 by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), codified in
10 45 C.F.R. §§ 160, 164.

11 8. Confidential Information includes Material that would identify patients
12 and/or persons associated with reporting adverse events involving medical devices or drugs
13 including but not limited to names, addresses, initials, Social Security numbers, tax
14 identification numbers, e-mail addresses, telephone numbers, and other personal identifying
15 information of patients (including Plaintiffs), health care providers, and research subjects.
16 See 21 C.F.R. §§ 20.63, 20.113, 45 C.F.R. §§ 160, 164. Defendants shall not be compelled
17 to disclose this identifying information, and a defendant may redact this identifying
18 information from Material before production, provided, however, that such defendant shall
19 maintain an un-redacted copy of such Material for any further review by the Court.

20 9. Material disclosing the identity of any patients and/or voluntary reporters that
21 are not redacted pursuant to Paragraph 8 shall be treated as Confidential Information
22 regardless of whether the Material containing such names is designated as Confidential
23 Information. The person(s) identified in such records shall not be contacted, either directly
24 or indirectly, based on information so disclosed without the express written permission of
25 the Producing Party, or by order of Court. Before using any Material as part of a filing, at
26 a deposition, or at a trial or hearing in this matter, the parties shall make a good faith effort
27 to identify whether the Material contains information subject to redaction and, if so, to
28 redact the same.

1 10. The terms of this Order shall in no way affect the right of any person or party
2 to redact information including but not limited to: (a) Material that contains information
3 protected from disclosure by the attorney-client privilege, joint-defense privilege, work-
4 product doctrine or any other privilege recognized in this jurisdiction; (b) Material that
5 contains information protected by the EU Data Privacy Directive or other applicable privacy
6 law or regulation; (c) Defendants’ redaction of devices other than Bard “Implantable Port
7 Products” (including accompanying kit component parts) used for vascular access
8 manufactured by Defendants; (d) street addresses, Social Security numbers, tax
9 identification numbers, credit card numbers, dates of birth, marital status, phone numbers,
10 personal email addresses (unless that address was used for relevant correspondence), phone
11 numbers, and other personal information of employees; (e) employee usernames, employee
12 passwords, and the names of employees’ spouses and children; and (f) names, addresses,
13 Social Security numbers, tax identification numbers, e-mail addresses, phone numbers, and
14 other personal identifying information of any clinical investigator.

15 11. To facilitate and expedite discovery, the Defendants may, at their option,
16 produce Material containing commercially sensitive and proprietary information regarding
17 products other than Implantable Port Products (“Other Product Information”) without
18 redacting such information.

19 a. The Receiving Party or any other person who receives Material through the
20 Receiving Party will only use Other Product Information for the sole purpose of the MDL.

21 b. The Receiving Party or any other person who receives Material through the
22 Receiving Party will not use Material containing Other Product Information for any purpose
23 following the conclusion of the MDL.

24 c. At any point during the pendency of the MDL, the Producing Party Defendant
25 may at its option redact Other Product Information or clawback Material containing Other
26 Product Information that has been produced and substitute a redacted version.

27 d. If the Producing Party Defendant desires to clawback a Document containing
28 Other Product Information, they will provide notice to the Receiving Party identifying the

1 Material being clawed back and will also provide a new version of the Material with the
2 redactions applied. Unless the propriety of the redaction is substantively challenged by the
3 Receiving Party, upon receipt of the new redacted version, the Receiving Party (i) will
4 return, destroy, or meaningfully segregate the previous version of the Material; (ii) will not
5 use the previous version for any purpose, and (iii) will ensure it retrieves any and all copies
6 of the Material from any person who received Material through the Receiving Party.

7 12. Each party to this MDL that produces or discloses any Material, answers to
8 interrogatories, responses to requests for admission, trial testimony, deposition testimony,
9 and transcripts of trial testimony and depositions, or information that the Producing Party
10 believes should be subject to this Protective Order may designate the same as confidential
11 in such a manner that will not interfere with legibility or audibility.

12 a. Any party may designate Material as “CONFIDENTIAL” if the party and its
13 counsel believe in good faith that unrestricted disclosure of such Material could be
14 potentially prejudicial to the business or operations of such party, may be protected from
15 disclosure pursuant to a natural person’s right of privacy, or is subject to protection from
16 disclosure under Federal Rule of Civil Procedure 26 and/or applicable statutes, laws, or
17 regulations. To the extent a party affirmatively designates Material as “CONFIDENTIAL”
18 or “Highly Confidential – Attorney Eyes Only” because it contains a “Trade Secret,” the
19 party shall designate only information that meets the definition of trade secret contained in
20 18 U.S.C.A. § 1839: the term “trade secret” means all forms and types of financial, business,
21 scientific, technical, economic, or engineering information, including patterns, plans,
22 compilations, program devices, formulas, designs, prototypes, methods, techniques,
23 processes, procedures, programs, or codes, whether tangible or intangible, and whether or
24 how stored, compiled, or memorialized physically, electronically, graphically,
25 photographically, or in writing if:

26 (A) the owner thereof has taken reasonable measures to keep such
27 information secret; and
28

1 (B) the information derives independent economic value, actual or
2 potential, from not being generally known to, and not being readily ascertainable
3 through proper means by, the public.

4 b. Either of the parties and any third parties producing Material may designate
5 especially sensitive and proprietary Material as “Highly Confidential - Attorneys’ Eyes
6 Only.” This designation shall be made as sparingly as possible and all Material requiring
7 this designation shall bear a legend having the words “Highly Confidential - Attorneys’
8 Eyes Only,” or words of similar import. Any Discovery Material which is designated
9 “Highly Confidential - Attorneys’ Eyes Only” shall be subject to all of the same provisions
10 in this Order that apply to Material designated as “CONFIDENTIAL” and, further, may
11 only be disclosed to the attorneys of record that have signed this Protective Order. For
12 avoidance of doubt, in the event that any competitor of Defendants are added to this MDL
13 or otherwise involved in lawsuits subject to this Protective Order, in-house attorneys for
14 any competitor of Defendants shall not have access to material or information designated
15 as “Highly Confidential – Attorneys’ Eyes Only.”

16 13. In the event the Producing Party elects to produce Material for inspection, no
17 marking need be made by the Producing Party in advance of the initial inspection. For
18 purposes of the initial inspection, all Material produced will be considered as
19 “CONFIDENTIAL” and must be treated as such pursuant to the terms of this Order.
20 Thereafter, upon selection of specified Material for copying by the inspecting party, the
21 Producing Party must, within a reasonable time prior to producing those Material to the
22 inspecting party, mark the copies of those Material that contain Confidential Information
23 with the appropriate confidentiality marking.

24 14. Whenever a deposition taken on behalf of any party involves a disclosure of
25 Confidential Information of any party:

26 a. the portions of the deposition must be designated as containing Confidential
27 Information subject to the provisions of this Order; such designation must be made on the
28 record whenever possible, but a party may designate portions of depositions as containing

1 Confidential Information after transcription of the proceedings; a party will have until thirty
2 (30) days after receipt of the deposition transcript to send written notification by email to
3 the opposing party or parties who noticed or defended the deposition (as well as to maria.
4 turner@nelsonmullins.com; kate.helm@nelsonmullins.com; mwindfelder@mccarter.com;
5 skaplan@mccarter.com; matthew.lerner@nelsonmullins.com; and bardportcatheter@
6 dickersonoxton.com) to inform the other party or parties to the action of the portions of the
7 transcript to be designated “CONFIDENTIAL” or “Highly Confidential – Attorneys’ Eyes
8 Only.” The correspondence shall be maintained with the transcript and shall accompany
9 the transcript at all times.

10 b. the Disclosing Party will have the right to exclude from attendance at the
11 deposition, during such time as the Confidential Information is to be disclosed, any person
12 other than the deponent, counsel (including their staff and associates), and subject to
13 Paragraph 19, consultants or experts retained by counsel on a party’s behalf and who have
14 signed the Acknowledgement attached as Exhibit “A”, the court reporter, and other
15 person(s) agreed upon; and

16 c. the originals of the deposition transcripts and all copies of the deposition must
17 bear the legend “CONFIDENTIAL” or “Highly Confidential – Attorneys’ Eyes Only” on
18 the face of the transcript, and the original or any copy ultimately presented to a court for
19 filing must not be filed unless it can be accomplished under seal pursuant to Paragraph 20,
20 identified as being subject to this Order, and protected from being opened except by order
21 of this Court.

22 15. Except as set forth in Paragraph 19, Material designated as Confidential
23 Information must not be disclosed by the Receiving Party to anyone other than those
24 persons designated within this Order and must be handled in the manner set forth below
25 and, in any event, must not be used for any purpose other than in connection with this MDL,
26 unless and until such designation is removed either by agreement of the parties or by order
27 of the Court.
28

- 1 16. Material designated “CONFIDENTIAL” may be disclosed only to:
- 2 a. Counsel of record in this action, as well as employees of said counsel to whom
- 3 it is reasonably necessary to disclose the information for this MDL;
- 4 b. Counsel for insurers or others indemnifying any party to this MDL who have
- 5 signed Exhibit A;
- 6 c. Parties to this MDL, including the officers, directors, and employees
- 7 (including in-house counsel) of the party receiving Confidential Information to whom
- 8 disclosure is reasonably necessary for this MDL;
- 9 d. Experts to whom disclosure is reasonably necessary for this MDL and who
- 10 have signed the Acknowledgement, attached hereto as Exhibit A;
- 11 e. Any mediator or arbitrator appointed by the Court or selected by the parties,
- 12 including their employees or agents as necessary to conduct their work;
- 13 f. The Court and its personnel;
- 14 g. Jurors selected for the trial of this matter;
- 15 h. Any person present in the courtroom during any hearing on this matter, a trial
- 16 in this MDL, or any appellate hearing on this matter;
- 17 i. During their depositions, witnesses in the action to whom, in the judgment of
- 18 counsel to any of the parties, disclosure is reasonably necessary and who have signed the
- 19 Acknowledgement (Exhibit A);
- 20 j. Litigation support vendors, stenographic employees, and clerical employees
- 21 associated with the individuals identified above; and
- 22 k. Any other persons with the consent of the Producing Party and upon such
- 23 conditions as the Producing Party may agree.

24 17. With respect to Material designated as Confidential Information, any person

25 indicated on the face of the document to be its originator, author, or a recipient of a copy of

26 the document may be shown the same.

27 18. All Material which has been designated as Confidential Information by the

28 Producing or Disclosing Party, and any and all reproductions of that information, must be

1 retained in the custody of the counsel for the Receiving Party, except that experts authorized
2 to view such information under the terms of this Order may retain custody of copies such
3 as are necessary for their participation in this MDL.

4 19. Except as set forth in this paragraph, Confidential Information produced by
5 the Defendants may not be provided or disclosed to anyone who is currently an employee,
6 officer, or director of an entity that is presently engaged in the research, development,
7 distribution, manufacture or sale of Implantable Port Products, or a current consultant to
8 any such entity provided that consultancy involves the research and/or development of
9 Implantable Port Products (collectively “Competitors”). This provision may be amended
10 by written consent of the Parties. Further, because this Order is being entered early in the
11 MDL, the Parties agree to meet and confer in good faith should this provision present any
12 problems for Plaintiffs, for example, in sharing information with their consultants or experts,
13 or if it should cause Defendants any problems. If the Parties are not able to reach agreement
14 as to how such problems should be resolved, the Parties will raise the dispute with the Court.
15 Subject to Defendants’ reservation of rights to supplement, a list of Competitors is attached
16 hereto as Exhibit B.

17 20. Before any Material produced in discovery, answers to interrogatories,
18 responses to requests for admissions, deposition transcripts, or other documents that are
19 designated as Confidential Information are filed with the Court for any purpose, the party
20 seeking to file such Material under seal shall comply with Local Rule of Civil Procedure
21 5.6.

22 21. Any party may challenge a designation of confidentiality at any time (the
23 “Challenging Party”). A party does not waive its right to challenge a confidentiality
24 designation by electing not to mount a challenge promptly after the original designation is
25 disclosed. A party may challenge the designation of a document or other Material as
26 Confidential as follows:
27
28

1 a. The Challenging Party shall serve upon counsel for the Designating Party a
2 written notice stating the good faith reasons for the challenge, including but not limited to
3 the Bates number(s) of the Material being challenged.

4 b. Within ten (10) business days from receipt of the notice of challenge, the
5 parties shall meet and confer with a sincere effort to resolve the dispute as required by Local
6 Rule of Civil Procedure 7.2(j).

7 c. If agreement cannot be reached without Court intervention, the parties, in
8 accordance with section XII.A. of Case Management Order 2 (Doc. 42) regarding discovery
9 disputes, shall request a telephone conference with the Court concerning the challenged
10 Material. The Producing Party has the burden of proving that the challenged Material
11 contains Confidential Information.

12 d. Any Material designated as Confidential Information that is the subject of a
13 challenge shall remain subject to this Protective Order until the Court rules on the dispute.

14 22. All Confidential Information must be held in confidence by those inspecting
15 or receiving it and may only be used for purposes of this MDL. Counsel for each party and
16 each person receiving Confidential Information must take reasonable precautions to prevent
17 the unauthorized or inadvertent disclosure of such information. If Confidential Information
18 is disclosed to any person other than a person authorized by this Order, the party responsible
19 for the unauthorized disclosure must immediately bring all pertinent facts relating to the
20 unauthorized disclosure to the attention of the other parties and, without prejudice to any
21 rights and remedies of the other parties, make every effort to prevent further disclosure by
22 the party and by the person(s) receiving the unauthorized disclosure.

23 23. No party will be responsible to another party for disclosure of Confidential
24 Information under this Order if the information in question is not labeled or otherwise
25 identified as such in accordance with this Order.

26 24. If a party, through inadvertence, produces any Confidential Information
27 without labeling or marking or otherwise designating it as such in accordance with this
28 Order, the Producing Party may give written notice to the Receiving Party that the document

1 or thing produced is deemed Confidential Information, and that the document or thing
2 produced should be treated as such in accordance with that designation under this Order.
3 The Receiving Party must treat the materials as confidential once the Producing Party so
4 notifies the Receiving Party. If the Receiving Party has disclosed the materials before
5 receiving the designation, the Receiving Party must notify the Designating Party in writing
6 of each such disclosure to the extent known, and shall take reasonable and appropriate
7 action to notify any and all persons to whom the party provided the material of the protected
8 status of the newly designated Confidential designation, and to retrieve same from any
9 person to whom the party has provided it who is not permitted by this Order to possess it.
10 Counsel for the parties will agree on a mutually acceptable manner of labeling or marking
11 the inadvertently produced materials as “CONFIDENTIAL.”

12 25. Nothing within this order will prejudice the right of any party to object to the
13 production of any Material on the grounds that the Material is protected as privileged or as
14 attorney work product.

15 26. The parties agree that they do not intend to disclose information subject to a
16 claim of attorney-client privilege, attorney work product protection, or any other privilege,
17 immunity or protection from production or disclosure (“Privileged Information”). If,
18 nevertheless, a Producing Party discloses Privileged Information, such disclosure (as
19 distinct from use) shall be deemed inadvertent without need of further showing under
20 Federal Rule of Evidence 502(b) and shall not constitute or be deemed a waiver or forfeiture
21 of the privilege or protection from discovery in this MDL or in any other federal or state
22 proceeding by that party (the “Disclosing Party”). This Section shall be interpreted to
23 provide the maximum protection allowed by Federal Rule of Evidence 502(d).

24 27. Upon notification by a Producing Party that Privileged Information has been
25 produced, a Receiving Party shall immediately return, sequester, or destroy the produced
26 Material and all copies as well as notes, summaries, and/or work product reflecting the
27 contents of such Material. The Producing Party shall update its privilege log to include the
28 produced Material and will produce a replacement production for the clawed back Material

1 as well as updated privilege log information for the Material within fifteen (15) days of the
2 date they notified the Receiving Party of the production of Privileged Information. If only
3 a portion of a document is privileged, the Producing Party shall provide a new version of
4 the document in which the privileged information has been redacted. No further use or
5 disclosure shall be made of the produced Material for which a claim of privilege is made,
6 and the Receiving Party shall take all reasonable and appropriate steps to retrieve the
7 Material and all copies from any person who has received Material through the Receiving
8 Party until the claim, if any, is resolved.

9 28. Nothing in this Order will bar counsel from rendering advice to their clients
10 with respect to this MDL and, in the course thereof, relying upon any information
11 designated as Confidential Information, provided that the contents of the information must
12 not be disclosed to persons not authorized to receive it under the terms of this Order.

13 29. This Order will be without prejudice to the right of any party to oppose
14 production of any information for lack of relevance or any other ground other than the mere
15 presence of Confidential Information. The existence of this Order shall not be used by
16 either party as a basis for discovery that is otherwise improper under the Federal Rules of
17 Civil Procedure.

18 30. Nothing in this Order shall be deemed to preclude the Defendants from
19 disclosing to the Food and Drug Administration, or any other regulatory authority,
20 Confidential Information or information gleaned from Confidential Information, as may be
21 required by statute or regulation.

22 31. Nothing within this Order will be construed to prevent disclosure of
23 Confidential Information if such disclosure is required by law or by order of the Court.

24 32. If another court or an administrative agency subpoenas or otherwise orders
25 production of Confidential Information that any party or other person has obtained under
26 the terms of this Order, the party or other person to whom the subpoena or other process is
27 directed shall immediately notify the Producing Party in writing of the following: (1) the
28 Confidential Information that is requested for production in the subpoena; (2) the date on

1 which compliance with the subpoena is requested; (3) the location at which compliance
2 with the subpoena is requested; (4) the identity of the party serving the subpoena and all
3 available contact information for the serving party's counsel; and (5) the case name,
4 jurisdiction and index, docket, complaint, charge, civil action or other identification number,
5 or other designation identifying the litigation, administrative proceeding or other
6 proceeding in which the subpoena or other process has been issued. The subpoenaed party
7 or person shall not produce Confidential Information prior to providing the Producing Party
8 written notice of the request and confirming receipt of same, at which time the Producing
9 Party bears the burden (and all costs and legal fees) of opposing the subpoena or other notice
10 as it deems appropriate. The party receiving the subpoena or other notice shall cooperate
11 with the Producing Party in any proceeding relating thereto. Nothing in this Order shall be
12 construed as authorizing a party to disobey a lawful subpoena issued in another action.

13 33. The provisions of this Order shall not terminate at the conclusion of this action.
14 Except as otherwise expressly provided in this Order, within thirty (30) days after final
15 conclusion of the last case in the MDL, or such other time as the Producing Party may agree
16 in writing, counsel shall, at their option, return or destroy all Material designated as
17 containing Confidential Information including any copies, excerpts, and summaries thereof.
18 Each party shall certify, in writing, as to such return or destruction within the 30-day period.
19 Notwithstanding the foregoing, counsel for each party may retain any pretrial or trial
20 records, pleadings, briefs, memoranda, motions, and other documents filed with the Court
21 that refer to or incorporate Confidential Information, and will continue to be bound by this
22 Order with respect to all such retained information. Further, attorney work product material
23 that contains Confidential Information need not be destroyed, but, if it is not destroyed, the
24 person(s) in possession will continue to be bound by this Order with respect to all such
25 material.

26 34. The restrictions and obligations set forth within this Order will not apply to
27 any information that: (a) the parties agree should not be designated Confidential
28 Information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the

1 parties agree, or the Court rules, has become public knowledge other than as a result of
2 disclosure by the Receiving Party, its employees, or its agents in violation of this Order; or
3 (d) has come or will come into the Receiving Party's legitimate knowledge independently
4 of the production by the Designating Party. Prior knowledge must be established by pre-
5 production documentation.

6 35. The restrictions and obligations within this Order will not be deemed to
7 prohibit discussions of any Confidential Information with anyone if that person already has
8 or obtains legitimate possession of that information.

9 36. Nothing in this Order shall preclude a party from using or disclosing its own
10 Confidential Information in any manner it sees fit, without the prior consent of any other
11 party.

12 37. Any person in possession of another party's Confidential Information shall
13 exercise the same care with regard to the security, storage, custody, or use of the
14 Confidential Information as they would apply to their own material of the same or
15 comparable sensitivity, and will maintain appropriate administrative, technical, and
16 organizational safeguards ("Safeguards") that protect the security and privacy of
17 Confidential Information. The Safeguards will meet or exceed relevant industry standards
18 and limit the collection, storage, disclosure, use of, or access to Confidential Information
19 solely to personnel and purposes authorized by this Order. Each person will ensure that
20 anyone acting on that person's behalf is subject to the Safeguards or otherwise provides
21 equivalent or greater protections for the security and privacy of Protected Material.

22 38. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Confidential Information in any circumstance not authorized under this Order, the
24 Receiving Party must immediately (a) notify in writing the Designating Party of the
25 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
26 Confidential Information, (c) inform the person or persons to whom unauthorized
27 disclosures were made of the terms of this Order, and (d) request such person or persons to
28 execute the Acknowledgement attached hereto as Exhibit A.

1 39. If a Receiving Party or person authorized to access Confidential Information
2 (“Authorized Recipient”) discovers any loss of Confidential Information or a breach of
3 security, including any actual or suspected unauthorized access, relating to another party’s
4 Confidential Information, the Receiving Party or Authorized Recipient shall: (1) promptly
5 stop the unauthorized breach; (2) promptly (within 72 hours) provide written notice (via
6 electronic mail) to the Designating Party of such breach, including information regarding
7 the size and scope of the breach; and (3) investigate and make reasonable efforts to
8 remediate the effects of the breach. In any event, the Receiving Party or Authorized
9 Recipient shall promptly take all necessary and appropriate corrective action to terminate
10 any unauthorized access.

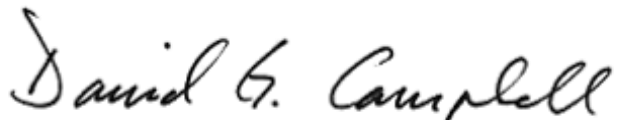
11 40. Transmission by email or some other currently utilized method of
12 transmission is acceptable for all notification purposes within this Order.

13 41. This Order may be modified by agreement of the parties, subject to approval
14 by the Court.

15 42. The Court may modify the terms and conditions of this Order for good cause,
16 or in the interest of justice, or on its own order at any time in these proceedings.

17 43. This Court shall retain jurisdiction over the parties in connection with
18 enforcement of the terms of this Order. In the event of transfer to other courts, this Order
19 will remain in effect in all respects until adopted by the transferee court or replaced by a
20 subsequent order. Unless more specifically addressed by the terms of this Order, this action
21 remains subject to the relevant provisions of the Federal Rules of Civil Procedure and the
22 Local Rules governing the production of documents and ESI.

23 Dated this 22nd day of November, 2023.

24 

25 _____
26 David G. Campbell
27 Senior United States District Judge
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____ [print or type full name], of

_____ [print or type full
address], declare under penalty of perjury that I have read in its entirety and understand
the Protective Order that was issued in the matter of *IN RE: Bard Implanted Port
Catheter Products Liability Litigation, MDL No. 23-03081-PHX-DGC*.

I agree to comply with and to be bound by all the terms of this Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I submit to the jurisdiction of the
United States District Court for the District of Arizona for purposes of enforcing this
Agreement and the Protective Order. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B
PORT COMPETITORS

- AngioDynamics, Inc.
- B. Braun Medical
- Cook Inc.
- Edwards Lifesciences
- Halyard Health
- Medcomp / Medical Components, Inc.
- Medtronic
- Norfolk Medical Products
- Oscor, Inc.
- PFM Medical
- Smiths Medical / Smiths Healthcare Manufacturing
- Teleflex / Teleflex Medical (Arrow International)
- Vygon (Perouse Medical)