

**IN RE: BARD IMPLANTED PORT
CATHETER PRODUCTS LIABILITY
LITIGATION**

SUPERIOR COURT OF NEW JERSEY,
LAW DIVISION – BERGEN COUNTY

MCL CASE NO. 640
BER-L-2403-25-MCL

Civil Action

PROTECTIVE ORDER

FILED
DEC 22 2025
GREGORY P. BROWN, JUDGE

WHEREAS, the parties agree and the Court recognizes that at least some of the documents and information (hereinafter the “Material”) being sought through discovery in Multidistrict Litigation (“MDL”) No. 3081 and this Multicounty Litigation (“MCL”) No. 640 are normally kept confidential by the parties;

WHEREAS, the Material to be exchanged throughout the course of the MDL and this MCL 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) and New Jersey Court Rule 4:10-3;

WHEREAS, the purpose of this Order is to protect the confidentiality of such Material as much as practical during the MDL and this MCL, including any appeals arising therefrom; and

WHEREAS, the parties have agreed to be bound by the terms of this Protective Order (“Order”) in this action;¹

¹ The MCL Plaintiffs have agreed to minimal changes to this order in an effort to streamline the MCL based on the significant progress already made in the MDL. Absent such efficiencies, the MCL Plaintiffs would not have agreed to the broad definitions of “confidentiality” in this umbrella order.

IT IS ON THIS 20ND DAY OF December, 2025, HEREBY STIPULATED AND AGREED, AND FOR GOOD CAUSE SHOWN, ORDERED THAT:

DEFINITIONS

1. The term “Confidential Information” will mean and include information contained or disclosed in any materials, including documents, portions of documents, answers to interrogatories, responses to requests for admissions, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, including data, summaries, and compilations derived therefrom that is deemed to be Confidential Information designated as “CONFIDENTIAL” or “Highly Confidential – Attorneys’ Eyes Only” by any party to which it belongs (the “Designating Party”).

2. The term “Material” will be interpreted expansively, and will include, but not be limited to: documents whether in hardcopy or electronic form; other Electronically Stored Information (“ESI”) including digital media and structured information; and physical objects.

3. The term “counsel” will mean outside counsel of record, and other attorneys, paralegals, secretaries, and other support staff employed in the law firms retained to represent or advise a party in this action, as well as in-house attorneys for either party.

GENERAL RULES

4. This Order is binding upon all parties and their counsel (both outside and inside counsel) in this action, upon all signatories to the “Agreement To Be Bound by Protective Order,” attached as Exhibit “A” (the “Acknowledgement”), and upon (as applicable) their respective corporate parents, subsidiaries, and affiliates, including their successors and respective attorneys, principals, experts, consultants, representatives, directors, officers, employees, or any person who obtains Confidential Information produced or disclosed in this action pursuant to this Order.

5. If additional parties are added other than parents, subsidiaries, or affiliates of current parties to this action, their ability to receive Confidential Information protected by this Order will be subject to their being bound to this Order, by agreement pursuant to execution of the Acknowledgement attached as Exhibit "A" or Court Order.

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

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

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

9. Material disclosing the identity of any patients and/or voluntary reporters that are not redacted pursuant to Paragraph 8 shall be treated as Confidential Information regardless of whether the Material containing such names is designated as Confidential Information. The

person(s) identified in such records shall not be contacted, either directly or indirectly, based on information so disclosed without the express written permission of the Producing Party, or by order of Court. Before using any Material as part of a filing, at a deposition, or at a trial or hearing in this matter, the parties shall make a good faith effort to identify whether the Material contains information subject to redaction and, if so, to redact the same.

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

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

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

- b. The Receiving Party or any other person who receives Material through the Receiving Party will not use Material containing Other Product Information for any purpose following the conclusion of the action.
- c. At any point during the pendency of the action, the Producing Party Defendant may at its option redact Other Product Information or clawback Material containing Other Product Information that has been produced and substitute a redacted version.
- d. If the Producing Party Defendant desires to clawback a Document containing Other Product Information, they will provide notice to the Receiving Party identifying the Material being clawed back and will also provide a new version of the Material with the redactions applied. Unless the propriety of the redaction is substantively challenged by the Receiving Party, upon receipt of the new redacted version, the Receiving Party (i) will return, destroy, or meaningfully segregate the previous version of the Material; (ii) will not use the previous version for any purpose, and (iii) will ensure it retrieves any and all copies of the Material from any person who received Material through the Receiving Party.

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

- a. Any party may designate Material as “CONFIDENTIAL” if the party and its counsel believe in good faith that unrestricted disclosure of such Material could be potentially prejudicial to the business or operations of such party, may be protected from disclosure pursuant to a natural person’s right of privacy, or is subject to protection from disclosure under New Jersey Court Rule 4:10-3 and/or applicable statutes, laws, or regulations. To the extent a party affirmatively designates Material as “CONFIDENTIAL” or “Highly Confidential – Attorney Eyes Only” because it contains a “Trade Secret,” the party shall designate only information that meets the definition of trade secret contained in 18 U.S.C.A. § 1839: the term “trade secret” means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:
- (A) the owner thereof has taken reasonable measures to keep such information secret; and
 - (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.
- b. Either of the parties and any third parties producing Material may designate especially sensitive and proprietary Material as “Highly Confidential - Attorneys’ Eyes Only.” This designation shall be made as sparingly as possible and all Material requiring this designation shall bear a legend having the words “Highly

Confidential - Attorneys' Eyes Only," or words of similar import. Any Discovery Material which is designated "Highly Confidential - Attorneys' Eyes Only" shall be subject to all of the same provisions in this Order that apply to Material designated as "CONFIDENTIAL" and, further, may only be disclosed to the attorneys of record that have signed this Protective Order. For avoidance of doubt, in the event that any competitor of Defendants are added to this action or otherwise involved in lawsuits subject to this Protective Order, in-house attorneys for any competitor of Defendants shall not have access to material or information designated as "Highly Confidential – Attorneys' Eyes Only."

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

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

- a. the portions of the deposition must be designated as containing Confidential Information subject to the provisions of this Order; such designation must be made on the record whenever possible, but a party may designate portions of depositions as containing Confidential Information after transcription of the proceedings; a party will have until thirty (30) days after receipt of the deposition transcript to send written notification by email to the opposing party or parties who noticed or defended the

deposition to inform the other party or parties to the action of the portions of the transcript to be designated “CONFIDENTIAL” or “Highly Confidential – Attorneys’ Eyes Only.” The correspondence shall be maintained with the transcript and shall accompany the transcript at all times.

- b. the Disclosing Party will have the right to exclude from attendance at the deposition, during such time as the Confidential Information is to be disclosed, any person other than the deponent, counsel (including their staff and associates), and subject to Paragraph 19, consultants or experts retained by counsel on a party’s behalf and who have signed the Acknowledgement attached as Exhibit “A”, the court reporter, and other person(s) agreed upon; and
- c. the originals of the deposition transcripts and all copies of the deposition must bear the legend “CONFIDENTIAL” or “Highly Confidential – Attorneys’ Eyes Only” on the face of the transcript, and the original or any copy ultimately presented to a court for filing must not be filed unless it can be accomplished under seal pursuant to Paragraph 20, identified as being subject to this Order, and protected from being opened except by order of this Court.

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

16. Material designated “CONFIDENTIAL” may be disclosed only to:

- a. Counsel of record in this action, as well as employees of said counsel to whom it is reasonably necessary to disclose the information for this action;

- b. Counsel for insurers or others indemnifying any party to this action who have signed Exhibit A;
- c. Parties to this action, including the officers, directors, and employees (including in-house counsel) of the party receiving Confidential Information to whom disclosure is reasonably necessary for this action;
- d. Experts to whom disclosure is reasonably necessary for this action and who have signed the Acknowledgement, attached hereto as Exhibit A;
- e. Any mediator or arbitrator appointed by the Court or selected by the parties, including their employees or agents as necessary to conduct their work;
- f. The Court and its personnel;
- g. Jurors selected for the trial of this matter;
- h. Any person present in the courtroom during any hearing on this matter, a trial in this action, or any appellate hearing on this matter;
- i. During their depositions, witnesses in the action to whom, in the judgment of counsel to any of the parties, disclosure is reasonably necessary and who have signed the Acknowledgement (Exhibit A);
- j. Litigation support vendors, stenographic employees, and clerical employees associated with the individuals identified above; and
- k. Any other persons with the consent of the Producing Party and upon such conditions as the Producing Party may agree.

17. With respect to Material designated as Confidential Information, any person indicated on the face of the document to be its originator, author, or a recipient of a copy of the document may be shown the same.

18. All Material which has been designated as Confidential Information by the Producing or Disclosing Party, and any and all reproductions of that information, must be retained in the custody of the counsel for the Receiving Party, except that experts authorized to view such information under the terms of this Order may retain custody of copies such as are necessary for their participation in this action.

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

20. Before any Material produced in discovery, answers to interrogatories, responses to requests for admissions, deposition transcripts, or other documents that are designated as Confidential Information are filed with the Court for any purpose, the party seeking to file such Material under seal shall comply with New Jersey Court Rule 1:38-11, and for purposes of this Rule, all designated material may be provisionally filed under seal, subject to the process outlined in Paragraph 21.

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

- a. The Challenging Party shall serve upon counsel for the Designating Party a written notice stating the good faith reasons for the challenge, including but not limited to the Bates number(s) of the Material being challenged.
- b. Within ten (10) business days from receipt of the notice of challenge, the parties shall meet and confer with a sincere effort to resolve the dispute.
- c. Within seven (7) business days from the meet and confer, the Challenging Party shall advise in writing which documents they continue to challenge, and the Designating Party shall advise in writing which documents they continue to assert confidentiality. If no designation is asserted within this deadline, the Challenging Party may file with the Court and serve on all counsel the attached form consent order (see Exhibit C) providing an additional five (5) business days to assert any confidentiality designation in writing.
- d. If agreement cannot be reached without Court intervention, the Designating Party has the burden of proving that the challenged Material warrants sealing. Unless the parties agree to a different schedule, ten (10) business days after the exchange set forth in 21.c., the Designating Party shall file a motion to seal the specific documents being challenged. Eight (8) business days later, the Challenging Party shall file any opposition to the motion to seal. Four (4) business days later, the Designating Party shall provide its reply, if any. If no motion is filed within the above deadline, the Challenging Party may file with the Court and serve on all

counsel the attached form consent order (see Exhibit C) providing an additional five (5) business days to file the required motion to seal.

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

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

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

24. If a party, through inadvertence, produces any Confidential Information without labeling or marking or otherwise designating it as such in accordance with this Order, the Producing Party may give written notice to the Receiving Party that the document or thing produced is deemed Confidential Information, and that the document or thing produced should be treated as such in accordance with that designation under this Order. The Receiving Party must treat the materials as confidential once the Producing Party so notifies the Receiving Party. If the Receiving Party has disclosed the materials before receiving the designation, the Receiving Party must notify the Designating Party in writing of each such disclosure to the extent known, and shall take reasonable and appropriate action to notify any and all persons to whom the party provided the material of the

protected status of the newly designated Confidential designation, and to retrieve same from any person to whom the party has provided it who is not permitted by this Order to possess it. Counsel for the parties will agree on a mutually acceptable manner of labeling or marking the inadvertently produced materials as "CONFIDENTIAL."

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

26. The parties agree that they do not intend to disclose information subject to a claim of attorney-client privilege, attorney work product protection, or any other privilege, immunity or protection from production or disclosure ("Privileged Information"). If, nevertheless, a Producing Party discloses Privileged Information, such disclosure (as distinct from use) shall be deemed inadvertent without need of further showing under N.J.R.E. 530 and shall not constitute or be deemed a waiver or forfeiture of the privilege or protection from discovery in this action or in any other federal or state proceeding by that party (the "Disclosing Party"). This Section shall be interpreted to provide the maximum protection allowed by the Rules of Evidence.

27. Upon notification by a Producing Party that Privileged Information has been produced, a Receiving Party shall immediately return, sequester, or destroy the produced Material and all copies as well as notes, summaries, and/or work product reflecting the contents of such Material. The Producing Party shall update its privilege log to include the produced Material and will produce a replacement production for the clawed back Material as well as updated privilege log information for the Material within fifteen (15) days of the date they notified the Receiving Party of the production of Privileged Information. If only a portion of a document is privileged, the Producing Party shall provide a new version of the document in which the privileged information has been redacted. No further use or disclosure shall be made of the produced Material for which

a claim of privilege is made, and the Receiving Party shall take all reasonable and appropriate steps to retrieve the Material and all copies from any person who has received Material through the Receiving Party until the claim, if any, is resolved.

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

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

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

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

32. If another court or an administrative agency subpoenas or otherwise orders production of Confidential Information that any party or other person has obtained under the terms of this Order, the party or other person to whom the subpoena or other process is directed shall immediately notify the Producing Party in writing of the following: (1) the Confidential Information that is requested for production in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at which compliance with the subpoena is requested; (4) the identity of the party serving the subpoena and all available contact information for the serving party's counsel; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or other

identification number, or other designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena or other process has been issued. The subpoenaed party or person shall not produce Confidential Information prior to providing the Producing Party written notice of the request and confirming receipt of same, at which time the Producing Party bears the burden (and all costs and legal fees) of opposing the subpoena or other notice as it deems appropriate. The party receiving the subpoena or other notice shall cooperate with the Producing Party in any proceeding relating thereto. Nothing in this Order shall be construed as authorizing a party to disobey a lawful subpoena issued in another action.

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

34. The restrictions and obligations set forth within this Order will not apply to any information that: (a) the parties agree should not be designated Confidential Information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the parties agree, or the Court rules, has become public knowledge other than as a result of disclosure by the Receiving Party, its employees, or its agents in violation of this Order; or (d) has come or will come into the Receiving

Party's legitimate knowledge independently of the production by the Designating Party. Prior knowledge must be established by preproduction documentation.

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

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

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

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

39. If a Receiving Party or person authorized to access Confidential Information ("Authorized Recipient") discovers any loss of Confidential Information or a breach of security,

including any actual or suspected unauthorized access, relating to another party's Confidential Information, the Receiving Party or Authorized Recipient shall: (1) promptly stop the unauthorized breach; (2) promptly (within 72 hours) provide written notice (via electronic mail) to the Designating Party of such breach, including information regarding the size and scope of the breach; and (3) investigate and make reasonable efforts to remediate the effects of the breach. In any event, the Receiving Party or Authorized Recipient shall promptly take all necessary and appropriate corrective action to terminate any unauthorized access.

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

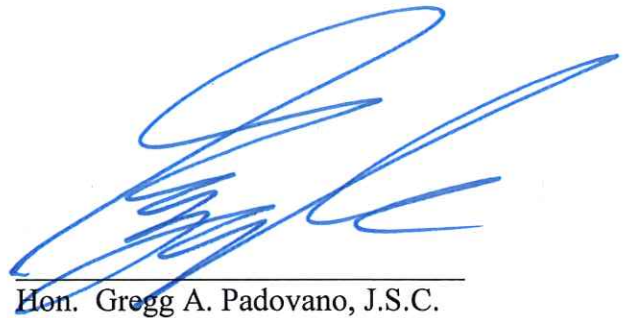
41. This Order may be modified by agreement of the parties, subject to approval by the Court.

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

43. This Court shall retain jurisdiction over the parties in connection with enforcement of the terms of this Order. Unless more specifically addressed by the terms of this Order, this action remains subject to the relevant provisions of the New Jersey Court Rules governing the production of documents and ESI.

SO ORDERED.

Dated: 12-22-2025



Hon. Gregg A. Padovano, J.S.C.

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 above-captioned action.

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 Superior Court of New Jersey 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: _____

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 (Prouse Medical)

edcomp / Medical Components, Inc.

Medtronic

Norfolk Medical Products

Oscor, Inc.

PFM Medical

Smiths Medical / Smiths Healthcare Manufacturing

Teleflex / Teleflex Medical (Arrow International)

Vygon (Prouse Medical)

Exhibit C

**IN RE: BARD IMPLANTED PORT
CATHETER PRODUCTS LIABILITY
LITIGATION**

: SUPERIOR COURT OF NEW JERSEY,
: LAW DIVISION – BERGEN COUNTY
:

: MCL CASE NO. 640
: BER-L-2403-25-MCL
:

: Civil Action
:

: **CONSENT ORDER PROVIDING AN
: ADDITIONAL FIVE DAYS TO
: MAINTAIN CERTAIN
: CONFIDENTIALITY DESIGNATIONS**
:
:

Pursuant to this Court's Protective Order in this case, the Parties have agreed that when a Designating Party fails to comply with the deadlines in Paragraph 21(c) or (d), the Challenging Party may file this consent order providing the Challenging Party an additional five business days to maintain the designations at issue.

The Challenging Party ([choose one: Plaintiffs or Defendants]) has filed this consent order due to the failure of the Designating Party ([choose one: Plaintiffs or Defendants]) to comply with Paragraph 21[choose one: (c) or (d)] with respect to the following documents: [insert list of documents].

IT IS on this ____ DAY OF ____ 202_, ORDERED:

1. The Designating Party has five business days from the date of the Challenging Party's filing of this order to [choose one: assert any confidentiality designation in writing pursuant to Paragraph 21(c) or file the required motion to seal pursuant to paragraph 21(d)].

2. If the Designating Party does not [choose one: assert any confidentiality designation in writing pursuant to Paragraph 21(c) or file the required motion to seal pursuant to paragraph 21(d)] within those five business days, then the designations listed above are void.

HON. GREGG A. PADOVANO, J.S.C.

Consented to by:

/s/ Michael A. Galpern

Michael A. Galpern
**JAVERBAUM WURGAFT HICKS
KHAN WIKSTROM & SININS, P.C.**
1000 Haddonfield-Berlin Road, Suite 203
Voorhees, NJ 08043
Fax: (856) 702-6640
Phone: (856) 596-4100
Email: mgalpern@lawjw.com

/s/ Jennifer P. Elwell

Jennifer P. Elwell
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Fax: (215) 875-4620
Phone: (215) 875-3000
Email: jelwell@bm.net

/s/ Christopher J. Geddis

Christopher J. Geddis
MAZIE SLATER KATZ & FREEMAN, LLC
103 Eisenhower Parkway
Roseland, NJ 07068
Fax: (973) 228-0303
Phone: (973) 228-9898
Email: cgeddis@mazieslater.com

Co-Liaison Counsel for Plaintiffs

/s/ Edward J. Fanning

Edward J. Fanning
MCCARTER & ENGLISH, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102

Counsel for Defendants