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Carol E. Higbee, P.J.Cv.

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In re PELVIC MESH / GYNECARE LITIGATION

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, ATLANTIC COUNTY

CIVIL ACTION

Case No. 291 CT
Master Case 6341-10

Hon. Carol E. Higbee, P.J. Cv.

PROTECTIVE ORDER
ETHICON/ J&J ONLY CASES

WHEREAS New Jersey Court Rule 4:10-3 authorizes the entry of an Order to limit disclosure of certain confidential information; and

WHEREAS the parties anticipate that discovery will include documents and information that are sensitive, confidential and proprietary in nature, and that contain confidential, proprietary and trade secrets essential to the continued business and privacy interests of the parties, the improper disclosure of which could cause substantial damage to the legitimate business interests and/or privacy interests of one or more parties; and

WHEREAS, with the exception of ¶¶ 8(a)(viii) and 8(a)(ix) of this Order, which is disputed by the Plaintiffs, the parties, through their counsel, have stipulated and agreed to give effect to this Stipulation and Order of Confidentiality ("Protective Order") as set forth below to protect the designated information from use in any manner inconsistent with this Protective Order, and that any interpretation of the Protective Order to the contrary is rejected by these parties;

WHEREAS, the Court finds that there is good cause for the entry of this Order within the meaning of New Jersey Court Rule 4:10-3;

IT IS ON THIS 8 **day of** Aug, **2011 AGREED, STIPULATED AND ORDERED THAT:**

1. This Protective Order supersedes all prior Protective Orders entered in these coordinated matters prior to the New Jersey Supreme Court's order of centralization, and applies to all documents and other products of discovery, all information derived therefrom and including, but not limited to, all copies, excerpts or summaries thereof, obtained by the Plaintiffs or Defendants pursuant to the requirements of any court order, any requirements of self-executing discovery, discovery requests under New Jersey Court Rules 4:17 (interrogatories), 4:18 (document requests) or 4:22 (requests for admissions); documents subpoenaed under New Jersey Court Rule 1:9-1, affidavits, certifications, memoranda, briefs, and transcripts of depositions and/or non-public or *in camera* hearings (hereinafter "Discovery Material").

2. The term "Confidential Discovery Material" as used in this Protective Order means all information produced by any party in the course of discovery or other proceedings in this case (electronic or otherwise) which is confidential, proprietary, trade secret and/or sensitive commercial information, as designated in good faith by the party producing the material in accordance with the terms of this Protective Order (the "Producing Party") as being entitled to protection under New Jersey Court Rule 4:10-3 or other applicable case law, or as ordered by the Court.

3. The following may not be designated as "Confidential Discovery Material":

a. Documents of public record;

b. Documents filed as a public record with the clerk of any federal or state court (not including exhibits or depositions or discovery responses which, if filed, were to have been filed under seal and with clear marking on the envelopes in which they are enclosed that they are subject to this Protective Order or a Protective Order entered in another case);

c. Documents filed with any federal or state agency, copies of which are required by that agency to be freely available in their entirety to the public;

d. Documents or articles published in trade magazines or other general circulation publications;

e. Documents already placed in public or available to third parties on a non-confidential basis; or

f. Documents previously provided to any individual or entity on a non-confidential basis.

4. a. The Producing Party shall designate Confidential Discovery Materials by marking them on the face of the document or of the document's first page, or, in the event that Confidential Discovery Materials are produced electronically, on the disc or CD, or by such other means so that the designation is visible to the party receiving the document:

CONFIDENTIAL – SUBJECT TO STIPULATION AND ORDER OF CONFIDENTIALITY

Such stamping or marking shall take place prior to the production by the Producing Party, or subsequent to the selection by the receiving party for copying but prior to the actual copying if done expeditiously. The stamp shall be affixed in such a manner as not to obliterate or obscure any written matter. The stamp need not be affixed to every page of a multi-page document.

b. In the event that the Producing Party inadvertently fails to designate Discovery Material as confidential in this case or any other litigation, it may make such designation subsequently by notifying all parties to whom such Discovery Material was produced, in writing as soon as practicable. After receipt of such notification, the parties to whom production has been made will treat the Discovery Material as having been designated as Confidential Discovery Material, subject to their right to challenge such designation in accordance with Paragraph 12 hereof.

5. Prior to producing documents that contain the names of patients other than Plaintiffs and/or the physicians of such patients or consumers, the Producing Party may redact or delete the names, addresses, telephone numbers, social security numbers, and other information that would identify patients, research subjects and physicians or others constituting voluntary reporters or any other person associated with an adverse event, and any other information required to be withheld from disclosure by 21 C.F.R. § 20.63, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and related regulations, applicable federal and state privacy laws, and other applicable laws and regulations. Alternatively, the Producing Party may allow inspection of such documents but redact or delete the names of patients

or physicians prior to allowing counsel for other parties to photocopy or otherwise record the contents of such documents. If the Producing Party produces copies of documents containing the names or other personal information of patients other than Plaintiffs or their physicians that is protected from disclosure pursuant to 21 C.F.R § 20.63, HIPAA or other governmental statute, rule or regulation, neither Plaintiffs nor their counsel shall disclose the names or other personal information or contact any such patient or physician identified to Plaintiffs or their counsel through the production of documents. The prohibition does not apply, however, to information that was obtained through sources independent from the Producing Party's discovery productions.

6. In the event that any question is asked at a deposition or non-public or *in camera* hearing, which a party asserts calls for Confidential Discovery Material, or a document containing Confidential Discovery Material is identified as an exhibit in testimony given in this action, such question shall nevertheless be answered by the witness fully and completely to the extent required by law. In the case of deposition or other non-public or *in camera* hearing testimony, or any exhibit thereto, the transcript, video or exhibit, or portions thereof, may be designated as Confidential Discovery Material in accordance with this Protective Order by notifying the other party: (1) on the record, at the time of the testimony; or (2) in writing within twenty (20) days after the transcript has been received by counsel making the designation, specifying the testimony being designated confidential by page and line number(s). Until the expiration of such 20-day period, the entire text of the deposition transcript, including all testimony therein, shall be treated as confidential under this Protective Order. The court reporter shall separately transcribe those portions of the testimony so designated

and shall mark the face of the transcript with the label set forth in Paragraph 4 of this Order. Any court reporter or transcriber who reports or transcribes testimony in this case shall be informed before the beginning of the deposition or non-public or *in camera* hearing about this Protective Order and shall be asked to take reasonable and appropriate steps to preserve confidentiality. It is the obligation of the Producing Party to make any application to the Court with respect to the provisions of this paragraph. Should there develop any conflict between the timing provisions set forth in this Paragraph and the timing provisions regarding motion procedures set forth in Paragraph 14, below, Paragraph 14 shall prevail.

7. The parties agree that Confidential Discovery Material, or any summary thereof, shall not be used by any person receiving such Confidential Discovery Material for any business or competitive purpose and shall be used solely for the purpose of this case. All persons receiving or given access to Confidential Discovery Material in accordance with the terms of this Protective Order consent to the continuing jurisdiction of this Court for the purposes of enforcing this Protective Order and determining a remedy for a breach of the Protective Order. All civil remedies for breach of the Protective Order are specifically reserved and are not waived by the disclosure of Confidential Discovery Material pursuant to this Protective Order.

8. a. Confidential Discovery Material shall not be disclosed to anyone other than the following categories of persons:

(i) The Court (and any appellate court), including court personnel and any court-appointed special master.

(ii) Deponents and court reporters (including persons operating video recording equipment at depositions) and persons preparing transcripts of testimony to the extent necessary to prepare such transcripts.

(iii) If produced by Plaintiffs, Defendants' in-house counsel, in-house paralegals and outside counsel, including any attorneys employed by or retained by Defendants' outside counsel who are assisting in connection with this case, and the paralegal, clerical, secretarial, and other staff employed or retained by such outside counsel or retained by the attorneys employed by or retained by Defendants' outside counsel, and employees of any Defendant on a need-to-know basis, including employees who are fact witnesses, who must assist in the preparation of the case or who are employed in a Defendants' legal department and have responsibility for this case;

(iv) If produced by Defendants, Plaintiffs, Plaintiffs' attorneys in this case, including paralegal, clerical, secretarial, and other staff employed or retained by such counsel;

(v) The persons who authored or contributed to the preparation of the Confidential Discovery Materials or

who received the Confidential Discovery Materials in the ordinary course of business;

(vi) Retained experts, advisors and consultants, including persons directly employed by such experts, advisors and consultants (collectively "experts"), but only to the extent necessary to perform their work in connection with this case;

(vii) Other persons consulted by Plaintiffs' counsel in connection with this case, but only to the extent necessary to perform their work in connection with this case;

(viii) Except pursuant to the mechanism set forth in this Paragraph or further order of the Court, Confidential Discovery Material may not be disclosed to any person described in ¶ 8(a)(vi) or ¶8(a)(vii) who, independent of this litigation, is an employee, officer, or director for any company other than Ethicon, Inc. or Johnson & Johnson and their affiliates that is a competitor in the business of the development, sale, marketing and/or distribution of any type of Mesh Implant Product. For purposes of this Protective Order, "Mesh Implant Product" includes pelvic mesh products utilized for the treatment of stress urinary incontinence or pelvic floor repair, and mesh

implant products used in hernia repair applications. Before disclosure to any person described in this Paragraph may occur, a party wishing to make disclosure must provide the counsel who designated the material as Confidential Discovery Material with information concerning the proposed recipient. The information need not identify the proposed recipient or his or her employer, but should be sufficient to describe the nature of the recipient's relationship with the competitor, sufficient to permit the designating party to make an informed decision whether or not to object. If there is no consent to the disclosure within ten (10) days, the party wishing to make the disclosure may submit the information to the Court for a determination of whether the disclosure may be made. The objecting party will have the opportunity to request that the Court direct the party wishing to make disclosure to submit such papers and argument as it may feel necessary to allow the Court to make an informed decision. Because only the party seeking to make the disclosures may know who the proposed recipient is, it is the responsibility of the party seeking to make the disclosure to determine prior to making any disclosure whether the proposed recipient is

an employee, officer, or director of a competitor as defined in this paragraph. It is Defendants' position that documents designated as Confidential may not be disseminated to any employer, officer or director of a competitor under any circumstances, and they reserve the right to so object. Should the court permit disclosure pursuant to this Paragraph, the employee, officer, or director shall comply with Paragraph 11(b) of this Protective Order requiring, among other things, the execution of the Confidentiality Agreement form annexed hereto as Exhibit "A." A party seeking disclosure also may obtain relief from the confidential designation in accordance with Paragraph 12, below.

(ix) Except pursuant to the mechanism set forth in this Paragraph or further order of the Court, Confidential Discovery Material regarding "Pipeline Product Information" may not be disclosed to any person described in ¶ 8(a)(vi) or ¶8(a)(vii) who, independent of this litigation, is a consultant for any competitor of Ethicon, Inc. or Johnson & Johnson and their affiliates. A "competitor" for purposes of this Paragraph is defined as a company currently involved in the development, sale, marketing and/or distribution of any type of Mesh

Implant Product. A "consultant" for purposes of this Paragraph is defined as a person who is currently during the pendency of these matters engaged as a contractor, subcontractor, non-litigation consultant, or counsel for a competitor in connection with that competitor's development and marketing plans for a Mesh Implant Product. "Pipeline Product Information" is defined as information relating to the development and marketing of products intended for the treatment and care of stress urinary incontinence or pelvic floor repair, and mesh implant products used in hernia repair applications that have been or are under development by Ethicon, Inc. but have not been brought to market. Before disclosure to any person described in this Paragraph may occur, the party wishing to make such disclosure must provide the counsel who designated the material as Confidential Discovery Material relating to a "Pipeline" product with information concerning the proposed recipient. The information need not identify the proposed recipient or his or her employer, but should be sufficient to describe the nature of the recipient's relationship with the competitor, sufficient to permit the designating party to make an informed decision whether or not to object. If

there is no consent to the disclosure within ten (10) days, the party wishing to make the disclosure may submit the information to the Court for a determination of whether the disclosure may be made. The objecting party will have the opportunity to request that the Court direct the party wishing to make disclosure to submit such papers and argument as it may feel necessary to allow the Court to make an informed decision. Because only the party seeking to make the disclosures may know who the proposed recipient is, it is the responsibility of the party seeking to make the disclosure to determine prior to making any disclosure whether the proposed recipient is a consultant of a competitor as defined in this paragraph. It is Plaintiffs' position that documents relating to products no longer under development are not entitled to be designated as "Pipeline Product Information." Should the court permit disclosure pursuant to this Paragraph, the consultant shall comply with Paragraph 11(b) of this Protective Order requiring, among other things, the execution of the Confidentiality Agreement form annexed hereto as Exhibit "A." A party seeking disclosure also may obtain relief from the confidential designation in accordance with Paragraph 12, below.

The prohibition of this Paragraph with respect to consultants shall not apply to any documents that previously were produced pursuant to the protective Order entered in the matter of Lombardi v. Gynecare, BER-L-2402-08.

b. All parties and their respective counsel, paralegals and employees and assistants of all counsel receiving Discovery Material shall take all steps reasonably necessary to prevent disclosure of Confidential Discovery Material other than in accordance with the terms of this Protective Order.

c. Disclosure of Confidential Discovery Material other than in accordance with the terms of this Protective Order may subject the disclosing person to such sanctions and remedies as this Court may deem appropriate, including without limitation, contempt, injunctive relief and damages.

9. No copies of any Confidential Discovery Material shall be made or delivered to any person other than those categories of persons referred to in Paragraph 8 above, and even then only in accordance with Paragraphs 10 and 11 herein.

10. Confidential Discovery Material may only be disclosed to persons who are not included in those categories referred to in Paragraph 8, above, upon prior written consent of the Producing Party's counsel. If the Producing Party's Counsel refuses to give consent, the Confidential Discovery Material shall not be disclosed. The party requesting disclosure may apply to the Court for an order of relief, on notice to all parties.

11. a. Any person referred to in Paragraphs 8(a)(iii) through 8(a)(v) above, who is furnished a copy of any Confidential Discovery Material, shall first be given a copy of this Protective Order and required to read it and be bound by its terms.

b. Any person referred to in Paragraph 8(a)(vi) or 8(a)(vii) above, who is to be furnished a copy of any Confidential Discovery Material, shall first be given a copy of this Protective Order, shall read it and shall consent in writing to be bound by the terms, conditions and limitations of this Protective Order by executing the Confidentiality Agreement form annexed hereto as Exhibit "A". A copy of the executed Consent shall be maintained by counsel for the Disclosing Party throughout the duration of this case and shall be produced to counsel for Defendants if directed to do so by the Court.

12. At any time during this case, any party may challenge the designation of Discovery Material as confidential by written notice to the Producing Party's counsel specifying by exact document numbers the materials in dispute and the precise nature of the dispute with regard to each document or other Discovery Material. Within 10 days of such a challenge, the Producing Party shall respond in writing, setting forth the reasons that the materials should continue to be treated as Confidential Discovery Material. If the parties are unable to resolve the dispute, the Producing Party may apply by motion to the Court for a ruling as to whether the designated Discovery Material may, in accordance with this Protective Order, properly continue to be treated as confidential, provided that such motion is made within 20 days from the date on which the written notice challenging the designation of material as "confidential" was

received. The Producing Party shall have the burden of proof on such a motion to establish good cause pursuant to R. 4:10-3 for the confidential designation and treatment. If no motion is filed within 20 days, the designated Confidential Discovery Material at issue shall no longer be treated as confidential or subject to this Protective Order. The Parties may agree to extend or shorten the time deadlines in this Paragraph and failing such agreement may apply to the Court to extend or shorten the deadlines in this Paragraph.

13. The Court may raise the issue of designation of Confidential Discovery Material without a request from any party.

14. The parties will use the following procedure for submitting to the Court papers consisting of, relating to, containing, incorporating, reflecting, describing, or attaching a document that has been designated under this Protective Order as Confidential Discovery Material.

a. For discovery-related motions, only the notice of motion will be filed with the clerk of the court. All other papers will be served via Lexis/Nexis in the specific matter to which the motion applies, but not filed with the Court.[1] Courtesy copies of all other motion papers will be provided to the Court for *in camera* use. Following its disposition of the motion, the Court will destroy the papers or return them to the filing party.

[1] If the matter relates to In re: Pelvic Mesh / Gynecare Litigation in matters that do not involve co-defendant manufacturers, the serving party shall select the proper service list on Lexis/ Nexis that does not include the In re: Pelvic Mesh / Bard Litigation counsel or counsel for the co-defendant manufacturers.

b. For pre-trial non-discovery motions, only the notice of motion initially will be filed with the clerk of the court. All other papers will be served via Lexis/Nexis in the specific matter to which the motion applies, but not filed with the Court. Courtesy copies of all other motion papers will be provided to the Court for *in camera* use. The parties shall set a schedule during a conference with the Court that is sufficient to allow ten (10) days after the completion of briefing by all parties for any party to file a motion to seal all or part of the papers. The parties shall exchange their respective moving, opposition and reply papers in accordance with the schedule set by the Court, but shall not file these papers until ten (10) days after the service of the moving party's reply papers and then only if no party has filed a motion to seal any of the papers in support or in opposition to the motion. In the event that a party moves to seal any of the motion papers, it shall file a notice of motion to seal directly with the Honorable Carol E. Higbee, P.J. Cv. The parties shall also submit to the Honorable Carol E. Higbee, P.J. Cv. at that time, for *in camera* use, their respective papers, including a version of the dispositive motion papers or exhibits with appropriate redactions consistent with the party's position on the motion to seal. After the Court disposes of the motion to seal, the Clerk will file the papers on both motions in accordance with the Court's order.

When submitting a document that has been designated as Confidential Discovery Material to the Court pursuant to these procedures, the submitting party shall make an effort to submit only those portions of the document or transcript or other information that is cited, referred to, or relied upon by the submitting party. The party

making a motion to seal pursuant to these procedures shall make an effort to redact and/or seek protection only over those portions of the papers or documents that require protection.

15. If Confidential Discovery Material is filed under seal pursuant to the procedure established by paragraph 14, and is ordered by the Court to be maintained under seal, the Confidential Discovery Material and/or other papers shall be kept under seal until further order of the Court. However, said Confidential Discovery Materials and other papers filed under seal shall be available to the Court and counsel of record, and to all other persons entitled to receive the confidential information contained therein under the terms of this Protective Order.

16. a. Nothing in this Protective Order shall preclude any party or its representatives from inspecting, reviewing, using or disclosing its own Confidential Discovery Material in this litigation or in transactions or other matters unrelated to this case.

b. Nothing shall prevent disclosure of Confidential Discovery Material beyond that required by this Protective Order if the Producing Party consents in writing to such disclosure, or if the Court, after notice to all affected parties, orders such disclosure.

17. This Protective Order shall not imply that any Confidential Discovery Material is or is not properly discoverable, relevant or admissible in this case or any other litigation. Each party reserves the right to object to any disclosure of information or production of any documents it deems confidential on any other ground it may deem appropriate, and any party may move for relief from, or general or

particular modification of, the mechanism for maintaining confidentiality herein set forth, or the application of this Protective Order in any particular circumstance, and each party specifically reserves all rights to object to the relevance or admissibility of any information produced in accordance with this Protective Order on any grounds it may deem appropriate.

18. If a party receiving Confidential Discovery Material in accordance with the terms of this Protective Order is served with a subpoena or other process by any court, administrative or legislative body, or any other person or organization which calls for the production of any Confidential Discovery Material produced by another party, the party to whom the subpoena or other process is directed shall not, to the extent permitted by applicable law, provide or otherwise disclose such documents or information until ten (10) business days after notifying counsel for the Producing Party in writing of the following: (a) the information and documents that are sought by the subpoena; (b) the date on which compliance with the subpoena is requested; (c) the location at which compliance with the subpoena is requested; (d) the identity of the party serving the subpoena; (e) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena or other process has been issued. The party receiving the subpoena or other process shall cooperate with the Producing Party in any proceeding relating thereto.

19. Inadvertent production of documents subject to the attorney-client privilege, the work-product privilege or other legal privilege or doctrine protecting information from discovery shall not constitute a waiver of the privilege or doctrine,

provided that the Producing Party shall notify the receiving party in writing of such inadvertent production as soon as is practicable after discovery of the inadvertent production. If reasonably prompt notification is made, such inadvertently produced documents and all copies thereof shall be returned to the Producing Party or destroyed, upon request, and such returned or destroyed material shall be deleted from any litigation-support or other database. No use shall be made of such documents during depositions or at any hearing or trial, nor shall they be disclosed to anyone who was not given access to them prior to the request to return or destroy them. If the party receiving the inadvertently produced information wants to challenge the claim of privilege, work product, or other statutory or court-ordered confidentiality, Liaison Counsel for the receiving party must promptly move before the Court for an order compelling production of the material, but such motion shall not assert as a ground for entering such an order the fact or circumstances of the inadvertent production in this action. Liaison counsel for the receiving party may retain one copy of the inadvertently produced document(s) for purposes of drafting its motion and may submit the document only for *in camera* review by the Court. If the motion is denied, the document(s), along with any notes or other work product of the receiving party regarding the contents of such document(s), shall be destroyed or returned to the producing party.

20. This Protective Order may be amended with leave of Court, by the agreement of counsel for the parties in the form of a stipulation submitted to the Court for approval, or by the Court *sua sponte* after affording the parties, and any affected non-party, the opportunity to be heard. If the parties cannot agree to an amendment, then a formal motion to amend must be filed with the Court. This Protective Order is

intended to regulate the handling of Confidential Discovery Material during this litigation, but shall remain in full force and effect until modified, superseded or terminated on the record by agreement of the parties thereto or by order of the Court.

21. All counsel of record in this case shall make a good faith effort to comply with the provisions of this Protective Order and to ensure that their agents, employees and clients do so as well. In the event of a change of counsel, retiring counsel shall fully instruct new counsel of their responsibilities under this Order.

22. This Protective Order does not restrict or limit the use of Confidential Discovery Material at any trial. The parties understand that there will be pre-trial proceedings relating to any public hearing or trial and that the Defendants may request at later date (and the Plaintiffs may oppose) that the Court include a procedure in connection with the pre-trial proceedings that would permit the Defendants to seek protection for certain Confidential Discovery Material that is anticipated to be used at the public hearing or trial.

23. Within thirty (30) days of the final termination of this case, whether by Judgment, settlement or otherwise, (or such other time as the Producing Party may agree in writing), the parties shall return all Confidential Discovery Material to counsel for the Producing Party, and all copies thereof in his/her possession or subject to his/her control (including but not limited to materials furnished to consultants and/or experts), or shall certify to counsel for the Producing Party that all such Discovery Material has been destroyed. Outside counsel shall not, however, be required to return or destroy any pretrial or trial records as are regularly maintained by

that counsel in the ordinary course of business, which records will continue to be maintained as confidential in conformity with this Protective Order.

24. This Protective Order applies to all proceedings in these cases, including any appeals, and upon final termination of this case, whether by judgment, settlement or otherwise, including all appeals, the clerk of the court shall return to the Producing Parties all documents designated as Confidential Discovery Materials that have been filed under seal and have not been the subject of an order of the Court ruling on the non-confidentiality of the materials.

HON. CAROL E. HIGBEE, P.J. Civ. 8/8/11

EXHIBIT A

In re PELVIC MESH / GYNECARE LITIGATION,	SUPERIOR COURT OF NEW JERSEY LAW DIVISION, ATLANTIC COUNTY CIVIL ACTION Case No. 291 CT Master Case 6341-10 Hon. Carol E. Higbee, P.J. Cv. **PROTECTIVE ORDER**

AGREEMENT TO MAINTAIN CONFIDENTIALITY

The undersigned agrees;

I hereby attest to my understanding that the information or documents designated Confidential are provided to me subject to the Stipulation and Order of Confidentiality ("Protective Order") dated _____ in the above-captioned litigation, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by its terms. I also understand that my execution of this Agreement to Maintain Confidentiality, indicating my agreement to be bound by the Protective Order, is a prerequisite to my review of any information or documents designated as confidential pursuant to this Protective Order.

I further agree that I shall not disclose to others, except in accord with this Protective Order, any Confidential Discovery Material, as defined therein, or any information contained in such Confidential Discovery Material, in any form

whatsoever, and that such Confidential Discovery Material and the information contained therein may be used only for the purposes authorized by this Protective Order.

I further agree and attest to my understanding that my obligation to honor the confidentiality of such Confidential Discovery Material and information will continue even after this litigation concludes.

I further agree that if I fail to abide by the terms of this Protective Order, I will be subject to the jurisdiction of the Courts of the State of New Jersey for the purposes of any proceedings relating to enforcement of this Protective Order, and I specifically agree to subject myself to the jurisdiction of the Courts of the State of New Jersey for this purpose.

Date:_____ By:_____

Sworn to and subscribed before me
this _____ Day of _____,____

_____
Notary Public