

SHELLY RAHMAN and ABU RAHMAN,
Wife and Husband,

Plaintiffs,

v.

DAIICHI SANKYO, INC., ET AL.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ATLANTIC COUNTY

DOCKET NO. ATL-L-504-14

CIVIL ACTION

PROTECTIVE ORDER

THIS MATTER HAVING COME BEFORE THE COURT on the joint petition of the parties in an unsuccessful effort to arrive language for a stipulated protective order governing the exchange of pre-trial discovery; and,

WHEREAS certain documents and information have been and will be requested, sought, produced, or exhibited by, between, and among the parties to the above-captioned action and the actions consolidated in Docket No. ATL-L-504-14 (the "Action") that involve Benicar®, Benicar HTC®, Azor® and Tribenzor®, and any future products liability cases in this consolidated litigation involving those medications, which relate to the parties' private proprietary information; trade secrets; proprietary scientific information; personal psychiatric, psychological, employment, and/or medical information, and/or other highly sensitive information, both business and personal; and,

WHEREAS Counsel for the parties and the Court deeming it necessary that portions of the pre-trial discovery be subject to protection under New Jersey Court Rule 4:10-3; and despite several exchanges of alternate language by counsel and review of the same by the Court, counsel having failed to reach an accord on the terms of a protective order; and the parties being unable to

arrive at mutually agreeable language; and with the aim of avoiding prejudice to the parties to this litigation, it being necessary for the Court to resolve said dispute(s) between counsel in the interest of preventing any further delay(s) in the discovery process; and the Court acknowledging that as a consequence of counsels' inability to arrive at mutually satisfactory language to finalize the terms of this Order without the assistance of the Court, that there will be, of necessity, portions of this Order which are disputed by both sides; and for good cause shown;

WHEREAS, the Court finds that there is good cause for the entry of this Protective Order within the meaning of New Jersey Court Rule 4:10-3 to protect "Protected Information" from use in any manner inconsistent with this Protective Order;

IT IS ON THIS 21st **day of NOVEMBER, 2014 ORDERED THAT:**

SCOPE OF PROTECTIVE ORDER

1. This Protective Order applies to all hard copy and electronic materials and other products of discovery, all information contained therein and derived therefrom and including, but not limited to, all copies, excerpts, summaries or compilations 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, or otherwise, and transcripts of depositions and/or non-public or *in camera* hearings (hereinafter "Discovery Material"), produced by any party to this proceeding (the "Producing Party") to any other party (the "Receiving Party").

2. This Protective Order is binding upon the parties to the Action, including their respective corporate parents, subsidiaries and affiliates and their respective attorneys, agents, experts, consultants, representatives, officers, directors, joint venturers, and employees as set forth in this Order, or any party hereto or who shall become a party to this litigation, unless modified by the Court.

3. Third parties may avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order and therefore become a Producing Party and/or Receiving Party for purposes of this Protective Order.

4. Nothing herein shall be construed to affect or restrict in any manner the use or admissibility at trial or any other court proceeding of any document, testimony, or other evidence.

5. This Protective Order is not intended to address or govern claims of privilege or work product that may otherwise be asserted by any of the parties, except to the extent provided in Paragraph 18 herein.

6. This Protective Order shall not be construed to protect from production or to permit the designation of any Discovery Material as "Protected Information" that: (a) the party has failed to make reasonable efforts to keep confidential, (b) has lawfully obtained by or from another source, without breach of law, regulation, court order, or privilege, or (c) is at the time of production or disclosure, or subsequently becomes, through no wrongful act of the Receiving Party, readily accessible to others on a non-confidential basis. In the event the receiving party identifies any document it reasonably believes falls under this paragraph, it shall continue to treat

the document as “Protected Information” and follow the procedure set forth in Paragraph 17 of this Order.

7. Nothing in this Protective Order shall preclude any party or its representatives from inspecting, reviewing, using or disclosing its own “PROTECTED INFORMATION” in this litigation or in transactions or other matters unrelated to this case. To the extent the Designating Producing Party discloses any information previously designated as confidential, to another person or entity such that the information loses its confidential status, the Receiving Party is entitled to reasonably prompt notice that the information is no longer Protected Information as defined in this Protective Order. No penalty shall accrue as a result of an inadvertent failure to do so.

8. Nothing shall prevent disclosure of “PROTECTED INFORMATION” beyond that required by this Protective Order if the Producing Party consents in writing to such disclosure.

9. This Protective Order does not relieve any party of its obligations to respond to discovery in the Action and shall not restrict or limit the Defendants in any way from complying with regulatory obligations.

DEFINITION OF “PROTECTED INFORMATION”

10. The term “PROTECTED INFORMATION” 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 proprietary, trade secret and/or highly sensitive commercial information, and which is believed in good faith by the Producing Party to have the

potential, if disclosed, for causing competitive harm to it or giving a competitive advantage to others, and/or as being entitled to protection under New Jersey Court Rule 4:10-3 or other applicable case law, and/or as ordered by the Court. Plaintiffs shall be permitted to designate materials that contain personal information as “PROTECTED INFORMATION” pursuant to this Order. **NOTE:** It is anticipated that the volume of documents to be exchanged by the parties during pre-trial discovery will be substantial. Accordingly, nothing herein shall be construed to prevent a Producing Party from designating documents as “PROTECTED INFORMATION” in order to expedite the flow of discovery and to facilitate discovery in these consolidated actions. The Court is confident that all parties and their counsel shall act in good faith at all times in making designations. Nonetheless, should it be demonstrated to the Court that a Producing Party has abused the discretion contemplated by the language of this paragraph and has unduly burdened their adversary, the Court shall entertain a petition for sanctions.

11. The following shall not be designated as “PROTECTED INFORMATION”:

a. Documents of public record which are “readily accessible” as defined by New Jersey and/or Federal Law;

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; [**NOTE:** Any exhibits, deposition transcripts or discovery responses filed “under seal” shall remain PROTECTED INFORMATION.]

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

d. Documents previously provided to any individual or entity, or readily accessible to third-parties, on a non-confidential basis.

12. No items or information, including but not limited to summaries of items or information designated as “PROTECTED INFORMATION” shall be produced or disseminated orally, or by any other means, except as permitted by this Protective Order.

13. Any designation of “PROTECTED INFORMATION” under this Protective Order shall not be construed as an admission or an agreement by any party:

a. That the designated disclosure constitutes or contains protected information; or

b. That any document, material or information, or any portion thereof, constitutes competent, material, relevant, or admissible evidence in this case.

DESIGNATION OF “PROTECTED INFORMATION”

14. Subject to the admonition of the Court stated in Paragraph 10 hereinabove, the Producing Party shall designate “PROTECTED INFORMATION” by marking on the face of the document or material or, in the event that “PROTECTED INFORMATION” is produced electronically, on the disc or CD, or by such other means so that the designation is visible to the party receiving the document:

“PROTECTED INFORMATION – SUBJECT TO PROTECTIVE ORDER”

Any Discovery Material for which it is impracticable or impossible to affix such a legend may be designated by written notice to that effect with a reasonable description of the material in question. Such stamping or marking shall take place prior to, or contemporaneously with, 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.

15. Inadvertent production of any document or information without a designation of “PROTECTED INFORMATION” will not be deemed to waive a later claim to its protected nature or preclude a party from designating said document or information as “PROTECTED INFORMATION” pursuant to this Order at a later date. Any party may designate as “PROTECTED INFORMATION” or withdraw “PROTECTED INFORMATION” designation from any material that it has produced, provided, however, that such re-designation shall be effective only as of the date of such re-designation. A party must treat such documents and things with the noticed level of protection from the date such notice is received. Such re-designation shall be accomplished by promptly notifying counsel for each party in writing of such re-designation and providing replacement images bearing the appropriate description. Upon receipt of any re-designation and replacement image that designates material as “PROTECTED INFORMATION,” all Parties shall (1) treat such material in accordance with this Protective Order; (2) take reasonable steps to notify any persons known to have possession of any such material of such re-designation under this Protective Order; and (3) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt under this Protective Order.

16. 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. 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 the Parties nor their counsel shall disclose the names or other personal information or contact any such patient or physician identified through the production of documents. The prohibition does not apply, however, to information that was lawfully obtained through sources independent from the Producing Party’s discovery productions.

17. At any time during this case, any party may challenge the designation of materials as “PROTECTED INFORMATION” by written notice to the Producing Party’s counsel specifying by exact document numbers or bates ranges the materials in dispute and a brief explanation of the basis for contesting the “PROTECTED INFORMATION” designation (the “Notice”). If the same document in the Notice appears in the production at other Bates numbers, the Notice shall be deemed to be sufficient for all such documents and information. The Notice shall be sufficient if it identifies documents being challenged and states the basis for the challenge. Within seven (7) business days of receipt of the Notice, the Producing Party shall respond in writing, setting forth the reasons that the materials should continue to be treated as “PROTECTED INFORMATION”. In the event the parties are unable to resolve the dispute, either Party may contact the Court for the scheduling of a telephone conference call with counsel to review whether

the designated Discovery Material may, in accordance with this Protective Order, properly continue to be treated as protected. In the event said conference call does not resolve the question to both sides' satisfaction, either may petition the Court via formal Notice of Motion.

18. Inadvertent production of documents or information (hereinafter "Inadvertently Produced 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 with good cause, 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, except as set forth below. 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 Documents disputes the claim of privilege, work product, or other statutory or court-ordered protection, it shall promptly notify the Producing Party. In the event the parties are unable to resolve the dispute, either Party may contact the Court for the scheduling of a telephone conference call with counsel to review whether the designated Documents are rightfully subject to a lawfully recognized privilege. In the event said conference call does not resolve the question to both sides' satisfaction, either may petition the Court via formal Notice of Motion. Counsel for the Receiving Party may retain one copy of the inadvertently produced document(s) for purposes of opposing the motion and may submit the document for *in camera*

review by the Court in connection with the motion. If the motion is granted, 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.

LIMITATIONS ON DISCLOSURE OF “PROTECTED INFORMATION”

19. The parties agree that “PROTECTED INFORMATION” shall not be used by any person receiving such “PROTECTED INFORMATION” for any business or competitive purpose and shall be used solely for the purpose of the Action. All persons receiving or given access to “PROTECTED INFORMATION” 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 “PROTECTED INFORMATION” pursuant to this Protective Order.

20. “PROTECTED INFORMATION” shall not be disclosed to anyone other than the following categories of persons:

- a. The Court (and any appellate court), including court personnel and any court-appointed special master;
- b. Mediators, secretaries, paraprofessional assistants, and other employees of such mediators who are actively engaged in assisting the mediators in connection with this matter;
- c. Employees of counsel for Plaintiffs or Defendants who have responsibility for assisting in the preparation and trial of this action or any appeal herein.
- d. Employees of outside copying, document imaging, litigation and trial support, and facsimile services;
- e. The persons who authored or contributed to the preparation of the “PROTECTED INFORMATION”;

f. Disclosure may be made to consultants or experts (hereinafter, “consultants/experts”) employed by Plaintiffs or Defendants, or their counsel, to assist in the preparation and trial of this litigation. However, prior to disclosure to any consultant/expert (including undisclosed consulting experts), the consultants/experts must agree to be bound by the terms of this Protective Order by executing the acknowledgement annexed hereto as **Exhibit “A”**. A copy of each executed acknowledgement shall be maintained for Plaintiffs’ consultant/experts by Plaintiffs’ Counsel, and for Defendants’ consultants/experts by Counsel for Defendants during the course of the litigation. At the conclusion of the litigation, counsel for Receiving Party shall confirm in writing with counsel for Producing Party that it will seek to have any documents designated as “PROTECTED INFORMATION” that were provided to consultants/experts returned to counsel for the Receiving Party.

g. In no event shall a Receiving Party make disclosure to consultants/experts who are employees, officers, or directors of any competitors of Defendants, or anyone who at the time of disclosure is anticipated to become an employee, officer, or director of any competitor of Defendants, except pursuant to the terms of this provision. In the event a Receiving Party wishes to make disclosure to any consultant/expert of any competitors of Defendants, or to anyone who, at the time of disclosure, is anticipated to become a consultant/expert of any competitor of Defendants, irrespective of whether they are retained as a consultant/expert for Plaintiffs, the parties shall “meet and confer” to determine a method to address such request. A “competitor” shall be defined as any pharmaceutical manufacturer or other company that manufactures or has as one of its products Angiotensin Receptor Blockers. A party wishing to make a disclosure to any current consultant/expert of any competitors of Defendants, or to anyone who, at the time of disclosure, anticipates becoming a consultant/expert of any competitor of Defendants, shall identify the Bates range of documents that may be provided to such person without disclosing the identity of the person. Within fourteen (14) days of the disclosure of the Bates range of documents, any party may designate as “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” any document, or information in a document, which that party considers in good faith to contain such highly protected information that if potentially disclosed to a competitor of Defendants, such disclosure would cause Defendants significant competitive harm. Nothing in this paragraph prevents any party from designating in good faith such highly protected documents as “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” before initial production. If such a designation is not made within fourteen (14) days, the documents in the Bates range may be provided to the consultant/expert pursuant to this Protective Order. A party may object to the “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” designation of a document, or information in a document, within fourteen (14) days of the designation. In the event the parties cannot agree to the “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” designation, the matter shall be resolved pursuant to Paragraph 17 of this Protective Order, and no disclosure shall be made until the matter is resolved by that procedure. A document, or information in a document,

which the parties agree to designate, or the Court designates, as “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” shall not be provided to any consultants/experts of any competitors of Defendants, or to anyone who, at the time of disclosure, anticipates becoming an employee, officer, director or consultant of any competitor of Defendants.

h. The Parties to the extent required for assisting in the preparation and trial of each individual case or any appeal herein. To the extent such disclosure is made, such Party shall be advised of, shall become subject to, and shall agree in advance of disclosure to, the provisions of this Protective Order requiring that the material and information be held as protected.

i. Witnesses, Court reporters, videographers, and their support personnel.

j. Any person who (i) wrote or received a copy of the document designated protected before it was furnished in this litigation, or (ii) was present or participated in a meeting or discussion of the protected information before it was furnished in this litigation.

21. 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 “PROTECTED INFORMATION” other than in accordance with the terms of this Protective Order.

22. Disclosure of “PROTECTED INFORMATION” 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.

23. No “PROTECTED INFORMATION” shall be made or delivered to any person other than those categories of persons referred to in Paragraph 20 above.

24. “PROTECTED INFORMATION” may only be disclosed to persons who are not included in those categories referred to in Paragraph 20, above, upon prior written consent of the Producing Party’s counsel. If the Producing Party’s Counsel refuses to give consent, the

“PROTECTED INFORMATION” shall not be disclosed. The party requesting disclosure may apply to the Court via the procedure provided at Paragraph 17.

25. In the event that any question is asked at a deposition or non-public or *in camera* hearing, which a party asserts calls for “PROTECTED INFORMATION”, or a document containing “PROTECTED INFORMATION” 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, as applicable may be designated as “PROTECTED INFORMATION” 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 protected 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 “PROTECTED INFORMATION” under this Protective Order. The court reporter shall mark the face of the transcript with the label set forth in Paragraph 14 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 “PROTECTED INFORMATION”. 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 26, below, Paragraph 26 shall prevail.

26. If a party receiving “PROTECTED INFORMATION” 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 “PROTECTED INFORMATION” 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.

COURT SUBMISSIONS CONTAINING “PROTECTED INFORMATION”

27. With regards to submissions of any motion or other proceeding except trial, the parties will use the following procedure for Court papers consisting of, relating to, containing, incorporating, reflecting, describing, or attaching a document that has been designated under this Protective Order as “PROTECTED INFORMATION”:

- a. Except as otherwise directed by the Court, and subject to the approval of the Court, when the submission of “PROTECTED INFORMATION” is anticipated in connection with any motion, prior to any such submission, 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 any portion of the papers.

b. Only the notice of motion will be filed with the clerk of the court. 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. Courtesy copies of all other motion papers will be provided to the Court for *in camera* use. 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 motion judge. The parties shall also submit to the motion judge 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.

28. If "PROTECTED INFORMATION" is filed under seal pursuant to the procedure established by Paragraph 27, and is ordered by the Court to be maintained under seal, the "PROTECTED INFORMATION" and/or other papers shall be kept under seal until further order of the Court. However, said "PROTECTED INFORMATION" and other papers filed under seal shall only be available to the Court and counsel of record.

MISCELLANEOUS PROVISIONS

29. This Protective Order may be amended with leave of Court, or by the agreement of counsel for the parties in the form of a stipulation submitted to the Court for approval. If the parties cannot agree to an amendment, either Party may contact the Court for the scheduling of a telephone conference call with counsel to review whether the requested Amendment is necessary. In the event said conference call does not resolve the question to both sides' satisfaction, either may petition the Court via formal Notice of Motion. This Protective Order is intended to regulate the handling of "PROTECTED INFORMATION" 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. [NOTE: notwithstanding the procedure outlined heretofore, there shall be no modifications to this Order prior to February 20, 2015, unless via jointly submitted Consent Order, executed by counsel to all affected parties.]

30. 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 "PROTECTED INFORMATION" 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 pleadings, 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 "PROTECTED INFORMATION" in conformity with this Protective Order.

31. All rights available at law are reserved for any violation of this agreement.

SO ORDERED, this 21st day of November, 2014



HON. NELSON JOHNSON, J.S.C.

EXHIBIT A

<p>SHELLY RAHMAN and ABU RAHMAN, Wife and Husband,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>DAIICHI SANKYO, INC., ET AL.,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ATLANTIC COUNTY</p> <p>DOCKET NO. ATL-L-504-14</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER</p>
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The undersigned agrees:

I hereby attest to my understanding that the information or documents designated “PROTECTED INFORMATION” are provided to me subject to the Protective Order entered in Rahman v. Daiichi Sankyo, Inc., et al., Docket No. ATL-L-504-14, Superior Court of New Jersey, Law Division: Atlantic County, State of New Jersey (consolidated Docket No. ATL-L-504-14) (“Protective Order”), 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 Acknowledgment and Agreement to be Bound By Protective Order, indicating my agreement to be bound by the Protective Order, is a prerequisite to my review of any information or documents designated as protected pursuant to this Protective Order.

I further agree that I shall not disclose to others, except in accord with this Protective Order, any “PROTECTED INFORMATION”, as defined therein, or any information contained in such “PROTECTED INFORMATION”, in any form whatsoever, and that such

“PROTECTED INFORMATION” 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 protected nature of such “PROTECTED INFORMATION” 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: _____

(Signature)

(Printed)

(Street Address)

(City, State and Zip Code)

(Telephone)