

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE: COOK MEDICAL, INC., IVC
FILTERS MARKETING, SALES PRACTICES
AND PRODUCTS LIABILITY LITIGATION

Case No. 1:14-ml2570-RLY-TAB
MDL No. 2570

This Document Relates to All Actions

ADDENDUM TO CASE MANAGEMENT ORDER #8

This Order shall govern (1) all cases transferred to this Court by the Judicial Panel on Multidistrict Litigation, including those cases identified in the original Transfer Order and those subsequently transferred as tag-along actions; and (2) all cases directly filed in or removed to this MDL. It is ORDERED as follows:

1. This Agreed Addendum to Case Management Order #8 (“Addendum”) is entered solely to supplement the provisions of Case Management Order #8 (“CMO #8”).
2. This Addendum is not intended to abrogate any provision contained in CMO #8.
3. Whereas CMO #8 only expressly extends its protections and procedures to the Cook Defendants’ Confidential Documents, this Addendum hereby extends those same protections and procedures to the Confidential Documents of any non-party, including but not limited to non-parties producing documents in response to a subpoena issued and served pursuant to Federal Rule of Civil Procedure 45 (the “Non-Parties”).
4. All the protections and procedures contained in CMO #8 (Paragraph Nos. 1-19) are hereby extended to cover and govern documents produced by any Non-Party that are designated as Confidential Documents by that Non-Party.

5. Prior to showing any Confidential Document produced by a Non-Party to a Qualified Person (as defined in Paragraph No. 4 in CMO #8), the parties agree to provide a copy of CMO #8 and this Addendum to the Qualified Person, and the Qualified Person must agree to be bound by CMO #8 and this Addendum by signing the “Acknowledgment of Agreed Protective Order and Addendum” (“Acknowledgment”) attached hereto as Exhibit A. This Acknowledgement is separate and distinct from the “Acknowledgement of Agreed Protective Order” attached to CMO #8, and this Acknowledgement must be signed each time a new Non-Party’s Confidential Documents are shown to a Qualified Person.
6. All documents produced by any Non-Party pursuant to subpoena shall be provided electronically by the receiving party to counsel for the opposing party within 5 business days.
7. Documents produced by any Non-Party shall be treated as Cook Defendants’ Confidential Documents for a period of 15 days from the date Defendants’ counsel receives the documents for any production up to 100 pages, and for a period of 30 days from the date Defendants’ counsel receives the documents for any production over 100 pages. No later than the applicable period described herein, Defendants’ counsel shall designate those documents it deems Confidential Documents pursuant to the procedures set forth in CMO #8.

IT IS SO ORDERED.

6/7/2017
Date



Tim A. Baker
United States Magistrate Judge
Southern District of Indiana

AGREED TO BY:

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**EXHIBIT A: ACKNOWLEDGMENT OF
AGREED PROTECTIVE ORDER AND ADDENDUM**

I, _____, am a “Qualified Person” as defined in Paragraph No. 4 of CMO #8, which was created for and captioned under the above-captioned matter. I have been provided a copy of CMO #8 and a copy of the Addendum to CMO #8 (“Addendum”), and I have read and fully understand the meaning and intent of same.

On my oath, I hereby acknowledge that I will be receiving Confidential Documents pursuant to and as defined in Paragraph No. 1 of CMO #8 and supplemented by the Addendum thereto. I further acknowledge that I am not a competitor of _____, a Non-Party to this lawsuit. I have been given a copy of, and have read and understand, CMO #8 and the Addendum thereto, and I represent that I am entitled to receive such Confidential Documents pursuant thereto. I understand that: (a) Confidential Documents and any copies thereof are confidential information to remain in my personal custody until I have completed by assigned duties, whereupon they are to be returned to counsel who provided me with such confidential information; (b) no disclosure or use of such Confidential Documents shall be made or permitted for commercial business or competitive reasons, and Confidential Documents shall not be published via any medium, including but not limited to the Internet; and (c) I am submitting to the jurisdiction of this Court for purposes of enforcement of CMO #8 and the

Addendum thereto. I further agree to notify the stenographic or clerical personnel who are required to assist me of the terms of CMO #8 and the Addendum thereto. I also agree not to disseminate any information to anyone, or make disclosure or use of any such information, except for purposes of the above-referenced proceeding or as permitted by CMO #8 and the Addendum thereto, or by further order of the Court.

Signed this _____ day of _____, _____.

Signature: _____

Printed Name: _____