

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**IN RE: FRESENIUS
GRANUFLO/NATURALYTE DIALYSATE
PRODUCTS LIABILITY LITIGATION**

§
§
§
§
§
§
§
§

MDL NO. 1:13-MD-2428-DPW

***THIS DOCUMENT RELATES TO ALL
CASES***

**CASE MANAGEMENT ORDER NO. 5
(Protective Order of Confidentiality)**

I. SCOPE OF ORDER

1. Disclosure and discovery activity in this proceeding may involve production of confidential, proprietary, and/or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted until the time of trial. Counsel for the parties in this Litigation expressly agree to be bound by the terms of this Order and provide an executed Confidentiality Agreement in the form attached hereto at Exhibit A.

2. This Protective Order shall govern all hard copy and electronic materials, the information contained therein, and all other information produced or disclosed during this Litigation, including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any Party to this Litigation (the "Producing Party") to any other party or parties (the "Receiving Party"). This Protective Order is binding upon and shall inure to the benefit of all the Parties to this Litigation, including their respective corporate parents, subsidiaries and affiliates and their respective

attorneys, principals, agents, experts, consultants, representatives, directors, officers, and employees, and others as set forth in this Protective Order.

3. Third-parties who so elect may avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order and thereby become a Producing Party for purposes of this Protective Order.

4. The entry of this Protective Order does not preclude any party from seeking a further order of this Court pursuant to Federal Rule of Civil Procedure 26(c).

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

6. This Protective Order does not confer blanket protection on all disclosures or responses to discovery and the protection it affords extends only to the specific information or items that are entitled to protection under the applicable legal principles for treatment as confidential. The entry of this Protective Order does not alter, waive, modify or abridge any right, privilege or protection otherwise available to any Party with respect to the discovery of matters, including but not limited to any Party's right to assert or contest any attorney-client privilege, the attorney work product doctrine, or other privileges.

7. Nothing in this Protective Order shall prevent counsel from showing "Confidential Information" at a deposition of any witness that is a former employee of the Defendants who currently works for a company that is a competitor of the Defendants. The witness, however, must treat any such documents according to the terms of this Protective Order. Use of documents in that fashion is governed by the terms of the Protective Order below.

II. DEFINITIONS

8. Party. “Party” means any of the parties in this Litigation, including officers and directors of such parties. If additional parties are added other than parents, subsidiaries or affiliates of current parties to this Litigation, then their ability to receive Confidential Information as set forth in this Protective Order will be subject to them being bound, by agreement or court order, to this Protective Order.

9. Discovery Material. “Discovery Material” means all non-public information, documents, or tangible things, responses to discovery requests, deposition testimony or transcripts, and any other similar materials, or portions thereof. To the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) (“Computerized Material”) is produced by any Party in such form, the Producing Party may designate such matters as confidential by cover letter referring generally to such matter as Confidential Information. Whenever any party to whom Computerized Material designated as Confidential is produced reduces such material to hardcopy form, that party shall mark the hardcopy form with the “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” designation. Such a designation shall subject the document and its contents to this Protective Order.

10. Confidential Information. “Confidential Information” is defined herein as information that the Producing Party believes in good-faith constitutes or contains information subject to the protections of Fed. R. Civ. P. 26(c) insofar that it is “a trade secret or other confidential research, development, or commercial information” (Fed. R. Civ. P. 26(c)(1)(G)). In designating discovery materials as Confidential Information, the Producing Party shall do so in

good-faith consistent with Fed. R. Civ. P. 26(c), the provisions of this Protective Order and rulings of the Court.

- a) Nothing herein shall be construed to allow for global designations of all documents as Confidential.
- b) Documents not designated as “CONFIDENTIAL —SUBJECT TO PROTECTIVE ORDER” are not Confidential Information as that term is defined herein.
- c) All records containing medical information of Plaintiffs obtained from Plaintiffs’ healthcare providers, and any other records of the Plaintiffs that the Parties may retrieve from a third party shall be designated “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” and treated as such under this Protective Order for a period of sixty (60) calendar days. At the expiration of the sixty day period, any records other than medical records containing HIPPA-protected material must be affirmatively designated as Confidential Information under this Protective Order or the records will lose their confidential designation, which Plaintiffs may accomplish by sending a letter to Defendants asserting that any such record is Confidential.

11. Receiving Party. “Receiving Party” means a Party to this Litigation, and all employees, agents and directors of the Party that receive Discovery Material from a Producing Party.

12. Producing Party. “Producing Party” means a Party to this Litigation, and all directors, employees and agents of the Party or any third party that produces or otherwise makes available Discovery Material to a Receiving Party.

13. Protected Material. “Protected Material” means any Discovery Material, and any copies, abstracts, summaries, or information derived from such Discovery Material, and any notes or other records regarding the contents of such Discovery Material, that is designated as “Confidential” in accordance with this Protective Order.

14. This Litigation. “This Litigation” means all cases currently pending in the above-captioned multidistrict litigation and all related actions that have been filed in, transferred or removed to this Court and assigned thereto.

III. DESIGNATION AND REDACTION OF CONFIDENTIAL INFORMATION

15. For each document produced by the Producing Party that contains or constitutes Confidential Information pursuant to this Protective Order, each page shall be marked “CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER”. Such a designation shall subject the document and its contents to this Protective Order.

16. Specific documents and discovery responses produced by the Producing Party shall, if appropriate, be designated as confidential by marking the pages of the document that contain Confidential Information in the margin or header/footer of the document in a manner that does not interfere with the document’s legibility and does not obscure or cover any of the document’s text or information, as follows: “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER.”

17. Material produced by any third party shall be preliminarily treated as if designated Confidential Information for fifteen (15) calendar days following receipt of the material by a Party. During this fifteen (15) day period, a Party may designate the material as Confidential Information. After fifteen (15) calendar days, if no Party made such a designation, then the material will not be treated as Confidential Information. The provisions of this paragraph do not apply to Plaintiffs’ medical and other records as described in paragraph 10(c) above.

18. Information disclosed at a deposition taken in connection with this proceeding may be designated as Confidential Information by designating the portions of the transcript in a letter to be served on the court reporter and opposing counsel within thirty (30) calendar days of

the Producing Party's receipt of the final transcript of a deposition. At the time of deposition or within thirty (30) calendar days after receipt of the final deposition transcript, a party may designate as Confidential Information specific portions of the transcript which contain confidential matters under the standards set forth above. No objection shall be interposed at deposition that an answer would elicit confidential information. Transcripts will be treated as Confidential Information until the expiration of this time period. Any portions of a transcript designated Confidential Information shall thereafter be treated as Confidential Information in accordance with this Protective Order. If the Producing Party does not serve a designation letter within the thirty-day (30-day) period, then the entire transcript will be deemed not to contain "Confidential Information", and the confidentiality designation legend shall be removed.

19. This Protective Order shall not be construed to protect from production or to permit the "Confidential Information" designation of any document that (a) the party has not made reasonable efforts to keep confidential, or (b) is at the time of production or disclosure, or subsequently becomes, through no wrongful act on the part of the Receiving Party, generally available to the public through lawful publication or otherwise.

20. Confidential documents that are produced in this MDL pursuant to a valid Document Request, Deposition Notice or Subpoena shall be produced in their entirety with no internal redaction with the exception of information that is covered by the attorney client privilege or work product doctrine, or as necessary to comply with relevant privacy laws. The parties shall comply with the rules of this District and the First Circuit (unless otherwise ordered by the Court) with regard to the production of privilege logs and, where privacy laws are asserted, said laws are to be specifically cited.

IV. ACCESS TO CONFIDENTIAL INFORMATION

21. In the absence of written permission from the Producing Party or an order of the Court, no Confidential Information designated in accordance with this Protective Order shall be given, shown, divulged, made available, or communicated in any way to anyone except those persons designated in this Protective Order to whom it is necessary that such Confidential Information be given, shown, made available or communicated for purposes of prosecuting or defending any of the cases in this Litigation. No person authorized to receive Confidential Information under this Protective Order shall use or refer to such Confidential Information, directly or indirectly, for the preparation or prosecution of any litigation other than this Litigation absent further order of the Court.

22. The persons, other than the Court and the Court's reporter, clerk, and staff, to whom Confidential Information may be disclosed (subject to the restrictions of this Protective Order) shall be as follows:

- a) All attorneys appearing in the Litigation and all employees of their respective law firms;
- b) Those representatives of each Party, including attorneys employed by a Party, charged with responsibility for the prosecution or defense of this Litigation;
- c) Court reporters transcribing testimony or arguments in this Litigation;
- d) Outside experts, consultants or other professionals, retained or consulted by any party for the purpose of the prosecution or defense of this Litigation, who have read a copy of this Protective Order and complied with the requirements set forth in paragraph 25(a);
- e) Any witness at a deposition, hearing, or trial if such person or persons execute the Acknowledgment that is attached hereto as Exhibit A or otherwise affirms on the record not to disclose such confidential material to anyone outside the deposition, hearing or trial. Confidential Information shown to any witness during a deposition shall not lose its confidential status through such use, and counsel shall exercise their best efforts and

take all steps reasonably required to protect its confidentiality during such use. If after a deposition is noticed or a hearing or trial is set, the Producing Party objects to Confidential Information being shown to that witness, the Producing Party shall attempt to confer with counsel to resolve the issue. If counsel is unable to resolve the issue themselves, counsel may seek an order from the Court prohibiting or limiting such use or for other relief. Following a deposition, the parties will comply with the provisions set forth in paragraph 18 of this Protective Order.

- f) Litigation support personnel including vendor agents retained by the parties or counsel for the parties
- g) Any attorney of record for claimants in cases that have been consolidated in Massachusetts Superior Court under the caption *In re: Consolidated Fresenius Cases*, case no. 2013-03400-O, and any attorney of record in any other pending state court and federal litigation in the United States in which responsive pleadings have been filed that alleges personal injury, economic loss and/or wrongful death arising from the alleged use during dialysis treatment of Defendants' dialysis products NaturaLyte GranuFlo Dry Acid Concentrate and NaturaLyte Liquid Acid Concentrate ("GranuFlo" and "NaturaLyte," respectively) for use in such other actions, provided that the proposed recipient is (a) already operating under a stipulated Protective Order in another GranuFlo action; or (b) agrees to be bound by this Protective Order and executes the Acknowledgment that is attached hereto as Exhibit A. This provision does not apply to information that is covered by the Health Information Privacy Protection Act. Plaintiff's counsel shall provide to counsel for the Defendants a list of counsel with whom it seeks to share Confidential Materials, including the style, case number, and court in which any similar claim is pending. Within ten (10) calendar days, the Defendants shall notify Plaintiff's counsel whether it objects to any person(s) on the list. Upon such notice, Plaintiffs will not share any Confidential Information in order to permit Defendants to file an appropriate protective order in a court of competent jurisdiction. Failure to file such an order within fourteen (14) calendar days shall be deemed a waiver of said objection;
- h) Plaintiffs' treating physicians, nurse practitioners, or other medical professionals who treated plaintiffs (and their respective staffs);
- i) Any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper including Special or Discovery Masters or Mediators, if any; and
- j) Mediators agreed to by the Parties or appointed by the Court.

23. Nothing contained in this Protective Order shall preclude any party from using its own Confidential Information in any manner it sees fit, without prior consent of any party or the Court. Notwithstanding any other provision herein, nothing in this Protective Order shall affect or modify the Defendant's (a) ability to utilize and review Plaintiff's information and report such information as required by law to the FDA or other regulatory agencies, or (b) its right to provide information to its insurer(s), as applicable, for purposes of evaluating Plaintiff's claims or as may be required for reporting purposes. If Defendants provide the Plaintiff's information to an insurer, this Protective Order applies the insurer.

24. It is expressly understood by and between the parties that in producing Confidential Information in the Litigation, the parties shall be relying upon the terms and conditions of this Protective Order.

V. CONFIDENTIALITY ACKNOWLEDGMENT

25. Prior to the disclosure of any Confidential Information to any person identified above, each recipient of Confidential Information shall be provided with a copy of this Protective Order, which he or she shall read and, except as provided in paragraph 22(e) above, shall sign a Confidentiality Agreement, in the form annexed hereto as Exhibit A.

- a) Upon reading this Protective Order, such person shall sign an Acknowledgment, in the form annexed hereto as Exhibit A, acknowledging that he or she has read this Protective Order and shall abide by its terms.
- b) Outside Counsel to the Parties in this matter, the Court, and the Court's staff and official court reporter(s) are not required to sign an acknowledgement.
- c) These Acknowledgments are strictly confidential. Counsel for each party shall maintain the Acknowledgments without giving copies to the other side. The parties expressly agree, and it is hereby Ordered that, except in the event of a violation of this Protective Order, there will be no attempt to seek copies of the Acknowledgments or to determine the identities of persons signing them. If the Court finds that any disclosure is necessary to

investigate a violation of this Protective Order, such disclosure will be pursuant to a separate court order.

- d) Persons who come into contact with Confidential Information for clerical or administrative purposes, and who do not retain copies or extracts thereof, are not required to execute Acknowledgements but must comply with the terms of this Protective Order. This section shall not apply to documents shown during a deposition, which shall be governed by Paragraph 18 above.

VI. PROTECTION AND USE OF CONFIDENTIAL INFORMATION

26. Persons receiving or having knowledge of Confidential Information by virtue of their participation in this Litigation, or by virtue of obtaining any documents or other Protected Material produced or disclosed pursuant to this Protective Order, shall use that Confidential Information only as permitted by this Protective Order. Counsel shall take reasonable steps to assure the security of any Confidential Information and will limit access to such material to those persons authorized by this Protective Order.

27. Nothing herein shall restrict a person qualified to receive Confidential Information pursuant to this Protective Order from making working copies, abstracts, digests and analyses of such information for use in connection with this Litigation and such working copies, abstracts, digests and analyses shall be deemed to have the same level of protection under the terms of this Protective Order. Further, nothing herein shall restrict a qualified recipient from converting or translating such information into machine-readable form for incorporation in a data retrieval system used in connection with this Litigation, provided that access to such information, in whatever form stored or reproduced, shall be deemed to have the same level of protection under the terms of this Protective Order. All persons qualified to receive Confidential Information pursuant to this Protective Order shall at all times keep all notes, abstractions, or other work product derived from or containing Confidential Information in a manner to protect it

from disclosure not in accordance with this Protective Order. Nothing in this Protective Order requires the Receiving Party's Counsel to disclose work product at the conclusion of the case.

28. Notwithstanding any other provisions hereof, nothing herein shall restrict any Party's Counsel from rendering advice to that Counsel's clients in the Litigation, provided that in rendering such advice, Counsel shall not disclose any other Party's Confidential Information other than in a manner provided for in this Protective Order.

29. All correspondence, pleadings, motions, exhibits, transcripts or other papers filed with the Court containing or disclosing Confidential Information shall be filed as required under Local Rule 7.2. The designating party may join in a motion to seal Confidential Information pursuant to Local Rule 7.2 by articulating its basis for withholding the documents from public access. Should the Court deny a motion to seal, the designating party shall have three (3) business days to seek relief from the Court. No Confidential Information shall be publicly disclosed until the Court rules on any requests for relief, or four (4) business days if no relief is sought.

30. Any document containing Confidential Information that the Producing Party files in any court without a confidential designation (e.g., as an exhibit to a motion or trial exhibit) loses its confidential status. The Receiving Party may thereafter use the information in the same manner as the Producing Party.

31. Any Party that is served with a subpoena or other notice compelling the production of Discovery Materials produced by another Party must immediately give written notice of such subpoena or other notice to the original Producing Party. Upon receiving such notice, the original Producing Party shall bear the burden of opposing, if it deems appropriate, the subpoena on grounds of confidentiality.

32. Should any Confidential Information be disclosed through inadvertence or otherwise to a person not authorized to receive such information under this Protective Order, then the Disclosing Party shall use its best efforts to recover any documents, pleadings, motions or transcripts containing Confidential Information and to bind such person to the terms of this Protective Order. Specifically, the Disclosing Party shall: (a) inform the person or persons to whom disclosures were made of all the terms of this Protective Order; and (b) require such person or persons execute the Confidentiality Agreement that is attached hereto as Exhibit A.

VII. CHANGES IN DESIGNATION OF INFORMATION

33. The inadvertent or unintentional failure to designate any information as Confidential in accordance with this Protective Order shall not be deemed a waiver in whole, or in part, of a Producing Party's claim of confidentiality. In the event of the disclosure of such information, the information shall be designated as Confidential Information by the Producing Party as soon as reasonably possible after the Producing Party becomes aware of the disclosure and such information shall thereafter be treated as Confidential Information subject to this Protective Order. Disclosure prior to the receipt of such notice to persons not authorized to receive Confidential Information shall not be deemed a violation of this Protective Order.

34. Any Producing Party may designate as Confidential or withdraw a Confidential designation from any material that it has produced consistent with this Protective Order, provided, however, that such re-designation shall be effective only as of the date of such re-designation. Such re-designation shall be accomplished by 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 Confidential, the Receiving Party shall take the steps outlined in Paragraph 32 of this Protective Order.

35. A Receiving 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 Receiving Party may challenge a Producing Party's confidentiality designation or re-designation by notifying the Producing Party in writing of its good-faith belief that the confidentiality designation was not proper and must give the Producing Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain, in writing within fourteen (14) calendar days, the basis of the chosen designation. If a Receiving Party elects to challenge a confidentiality designation after considering the justification offered by the Producing Party, the Receiving Party may, within twenty one (21) calendar days of receiving such explanation from the Producing Party, file and serve a motion that identifies the challenged material and sets forth in detail the basis for challenging the Confidential designation. The burden of proving confidentiality rests with the party seeking confidentiality, as provided in the Federal Rules of Civil Procedure. Until the Court rules on the challenge, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation. If after the expiration of the twenty one (21) calendar days the Receiving Party has not filed a motion with the Court, the designation of the document subject to the dispute regarding its "CONFIDENTIAL" designation will not be changed. If a resolution is reached regarding the confidentiality designation of a challenged document, the Producing Party shall serve on all parties a notice specifying the documents and the nature of the resolution within ten (10) calendar days of reaching the resolution.

VIII. INADVERTENT OR MISTAKEN PRODUCTION OF PRIVILEGED DOCUMENTS – CLAWBACK PROCEDURES

36. Inadvertent or mistaken production of documents or electronically stored information ("ESI") (collectively "Inadvertently Produced Documents") subject to work-product or attorney-client privilege, or other legal privilege protecting information from discovery, shall not constitute a waiver of the privilege, provided that the Producing Party shall notify the Receiving Party in writing as set forth herein. In the event that a party inadvertently or mistakenly produces documents or ESI subject to a claim of privilege, the Producing Party shall, within ten (10) calendar days of the discovery of the inadvertent or mistaken disclosure, notify the other party in writing of the inadvertent or mistaken disclosure. The Producing Party may, in the notice, request a "clawback" of the inadvertently or mistakenly disclosed material. Except as set forth in paragraph 37 below, the Party receiving such clawback notice shall immediately and diligently act to retrieve the Inadvertently Produced Documents, and all copies, including any loaded to databases, and return them to the Producing Party or destroy them as agreed between the parties. All notes or other work product of the Receiving Party reflecting the contents of such materials shall be destroyed and not used except as provided under paragraph 37 below in the event of a challenge by the Receiving Party.

37. The party receiving such Inadvertently Produced Documents may, after receipt of the Producing Party's notice of inadvertent or mistaken production, move the Court to dispute the claim of privilege. If the Receiving Party elects to file such a motion, the Receiving Party, may retain possession of the Inadvertently Produced Documents as well as any notes or other work product of the Receiving Party reflecting the contents of such materials pending the resolution by the Court of the motion, but shall segregate and not use them pending resolution of the motion, except as part of the motion to the Court. The Receiving Party may, in support such a motion,

submit the Inadvertently Produced Documents to the Court in sealed envelope that shall be clearly marked:

“THIS ENVELOPE CONTAINS DOCUMENTS MARKED AS CONFIDENTIAL THAT ARE THEREFORE COVERED BY A PROTECTIVE ORDER OF THE COURT AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER AND LOCAL RULE 7.2. THE CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT”

and the Inadvertently Produce Documents shall remain sealed while in the office of the Clerk for so long as they retain their status as Confidential. If the Receiving Party's motion is denied, the Receiving Party shall promptly comply with Paragraph 36. No use shall be made of such Inadvertently Produced Documents during depositions or at trial, nor shall they be disclosed to anyone who was not given access to them prior to the request to return or destroy them unless otherwise ordered by the Court.

38. Pursuant to Fed. R. Evid. 502(d), where the Parties agree in writing with regard to particular requested materials, a Producing Party may provide those requested materials for initial examination by the Receiving Party in connection with this action without waiving any privilege or protection in this action or any other federal or state proceeding. The Clawback procedures and obligations in Paragraph 36 fully apply to a claim that documents or information then in the custody of another Party for purposes of initial examination are privileged or protected.

X. MISCELLANEOUS PROVISIONS

39. Within thirty (30) calendar days of the conclusion of any attorney's last case in the Litigation, including any appeals related thereto, at the written request of the Producing Party, such attorney and any persons to whom he or she disclosed Confidential Information

under this Order shall, at the Receiving Party's option, either (a) destroy or (b) return and surrender any Confidential Information or copies thereof to the Producing Party at the Producing Party's expense. If returning materials, such persons shall return or surrender any Confidential Information produced by the Producing Party and any and all copies (electronic or otherwise), summaries, notes, compilations, and memoranda related thereto; provided, however, that counsel may retain their privileged communications, work product, Acknowledgments pursuant to this Protective Order, materials required to be retained by applicable law, and all court-filed documents even though they contain Confidential Information produced by the Producing Party, but such retained privileged communications and work product shall remain subject to the terms of this Protective Order. At the written request of the Producing Party, any person or entity having custody or control of recordings, notes, memoranda, summaries or other written materials, and all copies thereof, relating to or containing Confidential Information produced by the Producing Party shall deliver to the Producing Party a certification that reasonable efforts have been made to assure that all such Confidential Information produced by the Producing Party and any copies thereof, any and all records, notes, memoranda, summaries, or other written material regarding the discovery materials produced by the Producing Party (except for privileged communications, work product and court-filed documents as stated above) have been delivered to the Producing Party in accordance with the terms of this Protective Order. In lieu of returning the materials, the Receiving Party may destroy the materials in a manner that will protect the Confidential Information and the destroying party shall certify that it has done so.

40. Nothing in this Protective Order shall abridge the right of any person to seek judicial review or to pursue other appropriate judicial action to seek a modification or amendment of this Protective Order.

41. It is expressly understood by and between the Parties that in producing Confidential Information in this Litigation, the Parties shall be relying upon the terms and conditions of this Protective Order.

42. The Parties reserve the right to seek additional protections for Confidential Information directly from the Court. Should any Party file a request seeking such additional protection, the Confidential Information at issue shall not be produced until the issue has been resolved by agreement of the parties or by the Court.

43. By written agreement of the parties, or upon motion and order of this Court, the terms of this Order may be modified. This Order shall continue in force until amended or superseded by express order of the Court, and shall survive and remain in effect after the termination of the Litigation.

44. For good cause shown, any party may request from any other party that the times and deadlines set forth herein may be shortened or lengthened for the sake of judicial economy.

IT IS SO ORDERED.

BY THE COURT:



Douglas P. Woodlock
United States District Judge

November 15, 2013



UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: FRESENIUS	§	MDL NO. 1:13-MD-2428-DPW
GRANUFLO/NATURALYTE DIALYSATE	§	
PRODUCTS LIABILITY LITIGATION	§	
	§	
	§	
<i>THIS DOCUMENT RELATES TO ALL</i>	§	
<i>CASES</i>	§	
	§	

EXHIBIT A

CONFIDENTIALITY AGREEMENT

The undersigned agrees:

I declare under penalty of perjury that I have read in its entirety and understand the Protective Order (CMO No. ___) that was issued by the United States District Court for the District of Massachusetts on _____ 2013 in *In re: Fresenius GranuFlo/NaturaLyte Dialysate Products Liability Litigation* (MDL2428).

I agree to comply with and to be bound by all the terms of this Stipulated 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 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 Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Massachusetts for the purposes of enforcing terms of this Protective Order, even if

such enforcement proceedings occur after termination of these Proceedings.

Dated: _____

BY:

Signature

Title

Address

City, State, Zip

Telephone Number