

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

IN RE: DEPUY ORTHOPAEDICS,)
INC. ASR™ HIP IMPLANT) MDL Docket No. 1:10-md-2197-DAK
PRODUCTS LIABILITY) HONORABLE DAVID A. KATZ
LITIGATION)
)
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THIS DOCUMENT APPLIES TO:)
ALL CASES)

**SUPPLEMENT TO PROTECTIVE ORDER RE: PLAINTIFFS' REQUESTS
FOR DATA OF THE UNITED KINGDOM'S NATIONAL JOINT REGISTRY**

WHEREAS, Plaintiffs seek certain data of the National Joint Registry (“NJR”), copies of which are possessed by DePuy International Limited and/or DePuy Orthopaedics, Inc. (“DePuy”);

WHEREAS, DePuy states that the NJR has advised that the United Kingdom Department of Health and Welsh Assembly Government of the United Kingdom established the NJR in 2002 for public health purposes, specifically, to define, improve, and maintain the care of individuals in the United Kingdom receiving hip, knee, and ankle joint replacement surgeries;

WHEREAS, DePuy states that the NJR has further advised that the patient, health care provider, and manufacturer data that the NJR collects with respect to such surgeries in the United Kingdom are protected under United Kingdom laws and the NJR’s arrangements with the individuals and entities disclosing such data to the NJR; and

WHEREAS, in response to the Plaintiffs' requests for DePuy to produce certain NJR data in the above-referenced proceedings, DePuy states that the NJR has advised that the NJR is willing to permit DePuy to produce such data, subject to certain protective measures;

NOW, WHEREFORE, the following protective measures shall apply to the disclosure of NJR data in these proceedings:

1. All provisions of the Amended Stipulated Protective Order of Confidentiality, including the Exhibit A thereto, entered November 22, 2011 in the above-referenced proceedings, and any future amendments thereto (the "Protective Order"), are hereby incorporated by reference and shall apply to any disclosure of the NJR data in these proceedings, with the following limited modification noted below.

2. The terms of Paragraph 19 of the Protective Order shall be modified for purposes of this Order only, regarding the disclosure of NJR data only, as follows:

"Upon final termination of this action, whether by judgment, settlement or otherwise, ~~upon written request from counsel for~~ and without the need for a request from the Supplying Party, counsel for all Parties shall return to counsel for the Supplying Party all materials and all copies thereof in his/her possession that were designated by Supplying Party as a "PROTECTED DOCUMENT" in accordance with this Stipulated Protective Order of Confidentiality and/or in the alternative provide a written statement to counsel for the Supplying Party that all copies of such materials in his or her possession, including copies upon which any notes have been made, have been destroyed."

3. This Stipulation does not revise or alter the Protective Order in the above-referenced litigation. Rather, this Stipulation identifies the measures that shall apply to the disclosure of NJR data only.

4. This Order shall be appended to and made a part of the Protective Order. Any individuals to whom NJR data is disclosed shall be bound by the terms of this Order in the same manner and to the same extent to which they are bound by the Protective Order.

IT IS SO ORDERED.

s/ David A. Katz

Honorable David A. Katz

AGREED TO BY COUNSEL OF RECORD:

s/ Ellen Relkin

Counsel for MDL Plaintiffs

s/ Robert C. Tucker

Counsel for MDL Defendants

DATED: July 23, 2012