

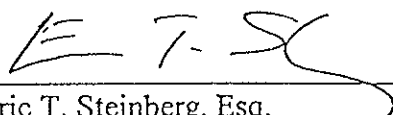
SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

_____	X	INDEX NO.: 751000/99
IN RE: NEW YORK STATE LATEX	:	
GLOVE	:	
PRODUCTS LIABILITY LITIGATION	:	
_____	X	<u>NOTICE OF ENTRY</u>
	:	
THIS DOCUMENT APPLIES TO ALL	:	
LATEX GLOVE PRODUCTS LIABILITY	:	
ACTIONS FILED IN THE SUPREME	:	
COURT OF THE STATE OF NEW	:	
YORK	:	
_____	X	

PLEASE TAKE NOTICE that annexed hereto is a true copy of Case Management Order No. 1, without exhibits, that was entered in the Office of the Clerk of the Supreme Court of the State of New York, County of New York on February 4, 2000.

DATED: New York, New York
February 22, 2000

KELLEY DRYE & WARREN LLP

By: 
Eric T. Steinberg, Esq.
Defendants' Liaison Counsel and Johnson
& Johnson Medical, Inc.
Attorneys for Defendant
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TO: Attached Service List

Sub # 2

SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

X
IN RE: NEW YORK STATE LATEX GLOVE PRODUCTS LIABILITY
LITIGATION

X
THIS DOCUMENT APPLIES TO ALL LATEX GLOVE
PRODUCTS LIABILITY ACTIONS FILED IN
THE SUPREME COURT OF THE STATE OF NEW YORK

Index No. 751000/99

FILED

CASE MANAGEMENT ORDER NO. 1

FEB - 4 2000

I. Applicability of this Order

COUNTY CLERK'S OFFICE
NEW YORK

This Order applies to and governs pretrial procedures involving all natural rubber latex gloves products liability cases filed in the Supreme Court of the State of New York.¹ As of the entry of this Order, there are twenty-five (25) natural rubber latex glove products liability cases pending in five (5) separate counties. A list of all twenty-five plaintiffs and the index number assigned to each individual action is attached as Exhibit A. This Order supersedes all previous case management orders entered in these cases, and will govern in all future natural rubber latex glove litigation cases which will be filed in the Supreme Court of the State of New York.

¹ Pursuant to the Order of Chief Administrative Judge Jonathan Lippman, dated June 15, 1999, the Hon. Helen E. Freedman was assigned to "preside for all purposes prior to the commencement of trial over all actions now pending in the Supreme Court of the State of New York, in any judicial district, involving claims for damages resulting from the use of latex gloves."

II. Filing Procedures

A. Files

1. The Court hereby directs that a master file, known as New York State Latex Gloves Products Liability Litigation Master File (the "Master File"), Index No. 751000/99 shall be established (without fee) in the Office of the Clerk of New York County for all natural rubber latex gloves products liability cases. The original of this Order shall be filed by the County Clerk in the Master File, and a copy shall be deemed to be part of the record of each coordinated action. All subsequent entries in the Master File shall also be applicable to all of the natural rubber latex gloves products liability cases.

2. A separate file shall also be maintained in the Office of the Clerk of New York County under a separate Index Number for each individual natural rubber latex gloves products liability case, and entries shall be made therein in accordance with this Order. The list of pending index numbers and plaintiffs shall be amended, from time to time by Plaintiffs' Liaison Counsel, to reflect the final resolution of cases, the commencement of new cases or the transfer and/or assignment of existing cases to or from this Court.

B. Captions of Cases

1. Every document filed in these coordinated actions shall bear a caption as follows:

SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

IN RE: NEW YORK STATE LATEX GLOVE PRODUCTS LIABILITY LITIGATION

2. If a document relates to all of the natural rubber latex gloves products liability cases, the following will be added to the caption:

THIS DOCUMENT APPLIES TO ALL CASES

Index No. 751000/99

3. If, instead, a document relates to one or more specific cases but not to all cases, the Specific caption(s) for the cases to which the paper is applicable will be added as follows:

Plaintiff(s) name,

-against-

Defendant(s) name.

Index No. [individual case number]

C. Filing of Papers

1. When a paper has general application to all natural rubber latex gloves products liability cases, the caption (as set forth in paragraph II.B.2 above) shall so indicate and shall bear index number 751,000/99, and the Clerk of New York County shall file such a paper in the Master File. No further copies of the papers need to be filed. Any document so filed shall be deemed to have been filed in each case to which this Order applies and shall constitute part of the record of each such case.

2. When a paper is applicable only to one or more specific individual cases, the attorney submitting such paper for filing shall caption the paper (as set forth in paragraph II.B.3 above) to indicate the case(s) to which it is applicable. The Clerk of New York County shall not file such a paper in the Master File; the Clerk shall file the original in the first captioned individual case file under the appropriate index number and shall file copies of the paper in any other cases to which it applies. It shall be the responsibility of the attorney submitting paper for filing to supply the County Clerk with sufficient copies of the paper to facilitate compliance with the directions of this paragraph.

3. The filing of a motion or other paper in the Master File or individual case file shall not confer standing on a party where it does not otherwise exist.

III. Service of Papers Pursuant to CPLR 2103(b)

1. Within thirty (30) days of the date of entry of this CMO No. 1, Plaintiffs' and Defendants' Liaison Counsel shall jointly prepare and shall serve and file in the Master File a master service list (the "Master Service List"). The Master Service List shall contain the name, address, telephone number, fax number, and e-mail address of the attorney(s) (or in the case of a party appearing pro se, the party) who will be deemed to be the person upon whom valid service of papers (other than process) is to be made by any other party in accordance with Rule 2103 of the New York Civil Practice Law and Rules. Any party desiring to make a change to the Master Service List shall notify the Plaintiffs' and Defendants' Liaison Counsel in writing of such change.
2. Liaison Counsel shall publish an updated Master Service List or supplement thereto on or before the first of each month, which shall thereafter apply. If no change to the Master Service List is necessary, Liaison Counsel shall file a notice so stating. The Master Service List shall bear a heading showing the date of the service list and indicating that it may be used until superseded by another list. When service of a document is made, it shall be sufficient to attach an affidavit of service to any such document indicating that the document has been served on the persons entitled to be served as shown on the Master Service List in effect on the date that service of that document was made.
3. Regardless of any other provision governing service, all documents of general applicability to be filed in the Master File in the New York Latex Gloves Products Liability Litigation shall be served on Plaintiffs' and Defendants' Liaison Counsel. In any filing relating to one or more specific individual action, service shall be made on each party of record in each action. Regardless of the number of cases in which a law firm has appeared, service of one copy of any document upon that firm shall be sufficient.

IV. Rules of Procedure

The New York Civil Practice Law and Rules, the Uniform Rules for the New York State Trial Courts, and the express provisions of this and any future Case Management Orders, shall govern all proceedings herein.

V. Organization of Parties

1. Division into two groups. Counsel for all parties shall be divided into two initial groups: (i) plaintiffs; and (ii) defendant manufacturers/distributors/trade association. Each group shall elect a team leader, or spokesperson for that group. Such counsel shall be known as "liaison counsel" for the group.

2. Cooperation on Common Contentions. The Court encourages common contentions to be briefed and argued by no more than one representative from each group. Each group must select a lead counsel for the briefing and arguing of common contentions and this person does not have to be the same person chosen as a group leader or chosen to argue a different motion.

3. Individual or Separate Action Preserved. No party shall be barred from taking a position divergent from that of its group on any issue before the Court. Any counsel who disagrees with the group or with lead counsel may make written and oral argument and otherwise act separately, as appropriate. Such counsel shall not repeat the same arguments, questions or actions of lead counsel.

4. Miscellaneous. The communication, transmission or dissemination of information among the plaintiffs' counsel, or among defendants' counsel or among the various groups and committees, such as Steering Committees formed for management purposes, shall be deemed privileged and shall not be deemed a waiver of the attorney-client privilege, joint defense privilege, the protections afforded by the work product doctrine, the protections afforded material which is prepared for litigation or any other privilege to which a party may be entitled.

Any cooperative efforts, as described above, shall not in any way be used against any of the parties, be cited as alleged evidence of conspiracy, wrongful action or wrongful conduct and shall not be communicated to any jury.

VI. Liaison Counsel

1. Liaison Counsel. Liaison counsel have been appointed by the Court for all plaintiffs and for all defendants.

(a) *Plaintiffs' Liaison Counsel:*

Joseph W. Belluck, Esq.
Baron & Budd, P.C.
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(b) *Defendants' Liaison Counsel:*

David B. Sudzus, Esq.
Eric T. Steinberg, Esq.
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178

2. Duties of Liaison Counsel. Liaison counsel shall have the following duties and responsibilities:

(a) Receive correspondence limited to administrative matters, orders and other communications from the Court and distribute and/or otherwise communicate the same to the plaintiffs or to the defendants in a timely fashion;

(b) Supply any new counsel with copies of all prior orders, forms and other materials required to participate in this litigation;

(c) Coordinate presentations to the Court of the various groups' administrative positions on matters arising during pre-trial proceedings;

(d) Communicate on behalf of plaintiffs or defendants on procedural issues and substantive matters after consensus is reached among the plaintiffs' or defendants' steering committee members;

(e) Advise the Court of new cases and new parties, maintain an updated counsel list and provide each party with updated monthly counsel lists, which shall be headed with the title and date;

(f) Conduct meetings of counsel to coordinate the activities of the groups;

(g) Delegate tasks to group leaders as required; and

(h) Perform such other administrative duties as may be required by the Court.

VII. General Discovery Guidelines

1. Written Discovery. Inasmuch as some defendants in this litigation are parties to the MDL proceedings ("MDL defendants") and there has been or there will be production of voluminous documents and information responsive to interrogatories and document requests in the MDL proceedings, and inasmuch as one or more counsel for the plaintiffs also serves as counsel for plaintiffs in the MDL proceedings, the parties intend to utilize MDL discovery without duplication as much as possible consistent with due process. Accordingly, the following shall be binding in this action:

(a) Parties shall have the right to conduct discovery in these cases. No MDL defendant shall be compelled to produce the following: (i) any document previously produced in the MDL proceedings; or (ii) any information previously produced in the MDL proceedings. To the extent MDL defendants refer plaintiffs to documents or interrogatories produced in the MDL proceedings, defendants agree to: 1) identify documents by specific pages and bates numbers; and, 2) interrogatories by case name, bates number and/or interrogatory number. To the extent that plaintiffs are unable to obtain or retrieve copies of any documents or interrogatories

produced in the MDL proceedings, defendants agree to produce copies to plaintiffs, with plaintiffs agreeing to pay for the cost of these copies.

(b) The parties to this action shall have access to all documents produced in the MDL actions by the parties herein, which documents are maintained in the Plaintiffs' Document Depository in the MDL actions, subject to the parties' agreement to be bound by Case Management Orders 7 and 7A, Protective Orders Governing Confidentiality, Stipulations thereto, and Case Management Order 27 entered in the MDL proceedings, and all modifications and revisions thereto. Copies are attached as Exhibit B. Additionally, documents produced in this litigation shall be produced subject to the terms of the Protective Order attached hereto as Exhibit C. As is necessary and when appropriate, a producing party, in response to a request for privileged information, may provide all of the relevant portions of the privilege log produced by that party in the MDL proceedings. Notwithstanding anything to the contrary, no party may file with this Court any document or information designated as "Confidential," "Confidential - Counsel Only," or "Confidential - Outside Counsel Only" without first obtaining the written permission of the party producing or providing the information. Upon completion of product identification discovery and after disposition of all product identification motions, the remaining parties will meet and confer regarding the filing of defendants' confidential documents in subsequent phases of this action.

(c) Defendants that are not parties to the MDL proceedings ("Non-MDL defendants") agree to answer all written discovery developed and finalized in the MDL proceedings. Copies of this MDL discovery are attached hereto as Exhibits D, E and F.

(d) Issues as to admissibility of documents and other evidence at trial shall be preserved, except that plaintiffs may use documents produced by the defendants in the MDL or

any other state latex proceeding as if they had been produced from the defendants, subject to the Protective Order referenced herein, in the actions governed by this CMO.

2. Authorization for Release of Records. Within thirty (30) days of the date this order is entered, plaintiffs in the currently pending cases referenced on Exhibit A shall supply defendants liaison counsel or an agreed upon records retrieval service, with executed authorizations for the release of plaintiffs' medical, hospital, educational, insurance, employment, military, Internal Revenue Service, Social Security Administration disability and workers' compensation records. The form authorizations to be executed and submitted are attached hereto as Exhibit G. In newly filed cases, plaintiffs shall supply defendants with executed authorizations within thirty (30) days of the Start Date² for each case. Nothing in this order shall preclude plaintiffs from supplying defendants with executed authorizations for the release of other records.

3. Depositions. It is the Court's intention to limit duplicative or repetitive examination of party and non-party witnesses unless good cause is shown in the context of this litigation. A significant number of defendants' company or former company employee witnesses and non-party witnesses, have already been deposed or will be deposed in the MDL proceedings and various state court actions. The Court intends to avoid duplication or repetition of such depositions. Much of the testimony is or will be available for inspection. The parties therefore shall adhere to the following procedures prior to deposing party and non-party witnesses:

(a) Within fifteen (15) days from the date of receiving written notice that a party has noticed the deposition of a defendant's witness or a non-party witness, that defendant may, at its discretion, provide the party who noticed the deposition with a statement indicating whether or not the witness identified in the noticed deposition has appeared and has been

² The "Start Date" as referenced herein, shall refer to the date on which a latex glove products liability action is transferred or assigned to this Court's docket.

examined by adverse counsel in the MDL proceedings and/or, at the discretion of the defendant, in other state court natural rubber latex glove product liability actions. If such a statement is provided, it shall include the witness' full name and address, dates of prior testimony, identities of participating counsel at each prior deposition, the witness' present relationship with the defendant, the case name(s) in which the testimony was taken and the date of the deposition.

(b) As to witnesses who are identified in accordance with the preceding paragraph, at the discretion of the defendant whose witness was previously deposed, the prior deposition testimony shall be binding as if taken in this action and admissible to the extent permitted by the applicable rules of civil procedure. No further depositions of such witnesses shall be taken. In response to a deposition notice, a MDL defendant shall have the option of producing the representative(s) identified in the deposition notice (or if none is identified, an appropriate representative), or in lieu of making the witness available for deposition, producing a transcript of any deposition (pursuant to the Protective Order to be entered herein) given by a representative in the MDL proceedings or in another state court natural rubber latex gloves products liability litigation, or a different representative with knowledge. Any such deposition transcript that is produced pursuant to this provision may be used in this litigation by all parties to the same extent as if it had been taken in this litigation. If the party who noticed the deposition determines that the prior deposition testimony is insufficient for purposes of this action, and if the parties cannot agree that a further deposition of the witness should be obtained, then the requesting counsel shall seek an order of the Court, by filing a motion which shall set forth the reason(s) additional discovery is needed and all of the subject areas about which the requesting party seeks supplemental testimony. Such supplemental deposition, if taken, shall be limited to matters not otherwise addressed in any prior deposition of that witness.

(c) Depositions of persons whose testimony likely will be relevant both in this litigation and in the MDL proceedings should be cross-noticed for use in all cases. Counsel for each defendant shall be responsible for cross-noticing depositions of their representatives, witnesses and/or non-party witnesses for use in this litigation. Any depositions that are cross-noticed may be used in this litigation by all parties to the same extent as if they had been taken in this litigation.

4. The parties shall coordinate any such depositions with the discovery proceedings ongoing in the MDL proceedings consistent with the spirit of MDL Case Management Orders Nos. 8 and 46R entered in those actions and attached as Exhibit H hereto. Consistent with the terms of MDL Case Management Order No. 8, depositions of persons whose testimony will likely be relevant both in this litigation and in the MDL proceedings should ordinarily be cross-noticed for use in all cases. If a defendant's witness is to be deposed by plaintiff, counsel for said defendant shall be responsible for cross-noticing the deposition. All parties shall cooperate with cross-noticing efforts, including providing notice for non-parties to this statewide litigation to participate.

5. Discovery Disputes. The parties agree that disputes relating to confidentiality will be governed by the determinations, orders and recommendations made in the MDL proceedings. The parties further agree that disputes relating to discoverability will be governed by New York law, and the determinations, orders and recommendations made in the MDL proceedings. As is necessary, a producing party, in response to a discovery request, may assert a claim of privilege consistent with New York law, and determinations, orders and recommendations made in the MDL proceedings, and shall provide a privilege log as provided

for in CPLR 3122(b). If any other dispute arises between the parties concerning discovery, parties shall meet and confer in good faith in an effort to resolve the dispute informally.

VIII. Product Identification Questionnaires

1. Initial Product Identification. The parties intend to engage in discovery in stages, beginning with product identification.
2. Product Identification Questionnaire to Plaintiff. Within thirty (30) days of the date of this order, plaintiffs in the twenty-five (25) currently pending cases referenced on Exhibit A shall respond to the MDL product identification questionnaire, a copy of which is attached as Exhibit I. For newly filed cases, plaintiffs shall respond to the MDL product identification questionnaire within thirty (30) days of the "Start Date." Plaintiff's responses to the product identification questionnaire shall be verified by the client using the verification attached at Exhibit J.
3. Background and Product Identification Interrogatories to Defendants. Within thirty (35) days of the receipt of a completed plaintiff's product identification questionnaire response, defendants shall respond to the plaintiffs' joint questionnaire to defendants regarding background and general product identification questionnaire attached as Exhibit K. Questions 8 through 12 of the plaintiffs' joint questionnaire to defendants regarding background and general product identification questionnaire may be answered by individual defendants on a case by case basis starting with the period beginning one (1) year prior to an individual plaintiff's first alleged use and/or exposure at a location or facility, or in the alternative, may be answered once for all cases for the period beginning 1978.
4. Product Identification Interrogatories to Defendants. Within thirty (30) days of the receipt of a completed plaintiff's product identification questionnaire response, defendants

shall respond to the standard product identification interrogatories and document requests utilized in the MDL proceedings, subject to the same agreements among counsel in the MDL proceedings as set forth in Exhibit L. Copies of the standard MDL product identification interrogatories and document requests are attached hereto as Exhibits E and F. A copy of the letter summarizing the agreement among MDL counsel governing defendants' responses to the standard MDL product identification interrogatories and document requests is attached as Exhibit L. If and to the extent that a plaintiff does not respond to defendants' product identification questionnaire by the time limit set, the due date for defendants' discovery responses and the deadline for the completion of product identification discovery in that plaintiff's action shall be extended by the same number of days as plaintiff's response to defendants' product identification questionnaire has been delayed.

5. Additional Product Identification Discovery. Nothing in this Order shall prohibit any party from serving supplemental non-repetitive interrogatories and document requests on the issue of product identification during the period set aside for that stage of discovery.

6. Plaintiff's Product Identification Deposition. Consistent with the procedures developed in the MDL proceedings as set forth in Case Management Order No. 13 (which is attached hereto as Exhibit M), a separate product identification deposition of plaintiffs shall not be taken except upon agreement of counsel and/or upon good cause shown.

7. Close of Product Identification Discovery. Within six (6) months of the date this order is entered, or as may be set forth in any subsequent order of this Court, product identification discovery shall be completed by all parties in currently pending cases, referenced on Exhibit A. For newly filed cases, product identification shall be closed within six (6) months

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of the Start Date for each action. To the extent necessary, supplemental product identification discovery may also be conducted during the merits phase of discovery.

IX. "Bright-Line" or Informal Dismissal Regarding Product Identification

1. The parties have agreed to apply a version of the so-called "bright line" test to be used for the dismissal of manufacturer or distributor/supplier defendants. The application of the "bright line" test will not preclude the filing of a motion for summary judgment on these issues.

2. At the close of product identification discovery, at the request of the defendant, the parties shall confer in good faith to discuss the partial or full dismissal of any defendant. The parties shall decide whether, based on evidence, a particular defendant's latex gloves were supplied to any institution or provider when plaintiff was present at such institution or provider. If such evidence does not exist, the plaintiff may agree to the voluntary dismissal of said defendant subject to the following condition: if for a period of one year following dismissal or ninety (90) days after the completion of merits discovery, whichever occurs later, plaintiff learns that a particular defendant's latex gloves were present at any institution or provider at a time when plaintiff was present at such institution or provider, the dismissed defendant will be automatically returned to the action. If after one year following the dismissal of a defendant on product identification grounds or ninety (90) days after completion of merits discovery, whichever is later, a defendant previously dismissed without prejudice has not been requested to return to the record of this case, upon request and notice to the plaintiff, the Court shall enter an Order dismissing that defendant with prejudice. Said Order shall be consistent with the language approved by Case Management Order Nos. 17B and 28B in the MDL, copies of which are attached hereto as Exhibit N. Said Order shall have the full force and effect of a judgment at law. To the extent that a plaintiff has alleged alternative liability claims which impose liability

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irrespective of a plaintiff's ability to prove actual use of or exposure to a particular defendant's product, the defendant shall not be entitled to dismissal from those claims or any underlying and/or derivative claims. Dismissal of or summary judgment for a manufacturing defendant for inadequate product identification will also extinguish all derivative claims against distributors of that manufacturer's products for distributing that manufacturer's products. Any defendant that is informally dismissed from an action, shall agree to be bound by all discovery produced in an action subsequent to the defendant's dismissal as long as sufficient opportunity for further discovery by that defendant is afforded.

3. If counsel agree on a dismissal of a defendant, an appropriate form of consent order consistent with MDL CMOs 17B and 28B shall be prepared and submitted to the Court containing language consistent with paragraph one of this section of this order. If counsel agree that no dismissal is appropriate, no further action shall be required. If the parties do not agree that dismissal of a defendant pursuant to the informal test is appropriate, then counsel for the defendant may move for summary judgment on product identification grounds after the completion of product identification discovery.

4. At any time during merits discovery, plaintiff may serve the two interrogatories set forth in Case Management Order No. 17C and Case Management Order No. 28C of the MDL proceedings (attached hereto as Exhibit O) on any defendant not the subject of a bright line or informal dismissal. Such defendant shall respond to the interrogatories without objection within thirty (30) days. The Court intends, and all parties agree, that in a case where a plaintiff has served these interrogatories, and where a defendant has responded to interrogatory number one with an unqualified "No," that defendant shall be prohibited at trial, over plaintiff's objection, from attempting to attribute fault to a defendant that was dismissed under the informal bright line

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test, from commenting on the absence or involvement of that defendant, or from introducing any evidence with respect to that defendant. It is also the Court's intent, and all parties agree, that, at trial, defendants shall be bound by their responses to these interrogatories unless good cause exists for allowing their amendment. No amendment of these interrogatory responses, as they pertain to a particular informally dismissed defendant, will be allowed less than ten (10) days before dismissal of that defendant becomes final [i.e., ninety (90) days after the close of merits discovery or one year after the date of the informal dismissal, whichever occurs later.]

X. Dispositive Motions

During the product identification stage of discovery, no party shall file any dispositive motions based upon product identification for partial or complete dismissal. Subject to this limitation, nothing else in this order shall preclude any party from filing other dispositive motions at any time for partial or complete dismissal in any action.

XI. Venue

The parties reserve all rights to contest the venue of any case as of right without the obligation to take any action otherwise required by the CPLR, including without limitation service of demand, subject to further order of the Court.

XII. Pro Hac Vice Admission of Counsel

Any attorney admitted to practice before a court of general jurisdiction in one of the fifty states but who is not a member of the bar of this State and who is acting as counsel for a party in this action shall be admitted pro hac vice to practice before this Court in connection with this litigation upon submission of an order, with a supporting affidavit from a member of the New York State Bar.

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XIII. Status Hearing

The parties will meet and confer for the purposes of drafting subsequent Case Management Orders addressing issues such as procedures to be adhered to during the second phase of discovery as well as discovery on merits issues, including liability/causation, damages, additional depositions, expert discovery, non-party witness discovery, cross-claims and third-party actions. This Case Management Order will be submitted to this Court for consideration and subsequent entry.

Dated: December 1, 1999

Feb 4 2000



JUSTICE HELEN FREEDMAN

NEW YORK STATE LATEX GLOVE PRODUCTS LIABILITY LITIGATION
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February 22, 2000

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(Case: Adelman, Cangro-Morell, Cooke, Douglas, Foley,
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EXHIBIT A TO CMO NO. 1
In re: New York State Latex Glove Products Liability Litigation

<u>Case Name</u>	<u>County of Origin</u>
1. <u>Adelman v. ACH, et al.,</u> Case No. 100966/99	Supreme Court of the State of New York New York County
2. <u>Adesina v. Aladan Corporation, et al.,</u> Case No. 118142/97	
3. <u>Cangro-Morrell v. ACH, et al.,</u> Case No. 119434/98	
4. <u>Cooke v. Smith & Nephew, Inc., et al.</u> Case No. 98/117249	
5. <u>Constantinou v. Baxter Healthcare Corporation, et al.,</u> Case No. 97/118583	
6. <u>Cordova v. Emerald Medical, et al.,</u> Case No. 118584/97	
7. <u>Fucillo v. Ansell Perry, Inc., et al.;</u> Case No. 118021/97	
8. <u>Hughes v. Smith & Nephew, Inc., et al.,</u> Case No. 117799/97	
9. <u>Niewadowski v. Tronex International Healthcare, Inc., et al.,</u> Case No. 98/109549	
10. <u>Ring v. Allegiance Healthcare Corporation, et al.,</u> Case No. 98/108033	
11. <u>Sinrod v. Ansell Perry, Inc., et al.,</u> Case No. 97/118434	
12. <u>Stevens v. ACH, et al.,</u> Case No. 119435/98	



13. <u>Douglas v. Allegiance Corporation, et al.</u> , Case No. 14023/99	Supreme Court of the State of New York Bronx County
14. <u>Kaydhar v. ACH, et al.</u> , Case No. 24127/98	
15. <u>Tularco v. ACH, et al.</u> , Case No. 24129/98	
16. <u>Foley v. Allegiance Healthcare Corp., et al.</u> , Case No. 12767/98	Supreme Court of the State of New York Suffolk County
17. <u>Scaduto v. Medline Industries, Inc., et al.</u> , Case No. 119333/98	
18. <u>Hensley v. Tronex International, et al.</u> , Case No. 7683/98	Supreme Court of the State of New York Suffolk County
19. <u>Sokol v. Mydent Corp., et al.</u> , Case No. 7682/98	Supreme Court of the State of New York Suffolk County
20. <u>Lauster v. Allegiance, et al.</u> , Case No. 3077/98	Supreme Court of the State of New York County of Albany
21. <u>Pagano v. Acuderm, Inc., et al.</u> , Case No. 99-014285	Supreme Court of the State of New York County of Nassau
22. <u>Melvin. Karin v. Cypress Medical Products, et al.</u> , Case No. 18620/99	Supreme Court of the State of New York, County of Kings
23. <u>D'Orville v. Safeskin, et al.</u> , Case No. 98-108032	Supreme Court of the State of New York Nassau County
24. <u>Shapiro, Donna v. Ansell Perry, Inc., et al.</u> , Case No. 118435/97	Supreme Court of the State of New York New York County
25. <u>Taylor, Lynda v. General Medical Corporation et al.</u> , Case No. 116450/97	Supreme Court of the State of New York New York County

PHI-30-155, 10-55

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FILED MAY 27 1997

(63)

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION

MAY 19 1997

MDL Docket No. 1148

MAEL E. KUNZ, Clerk

This Document Relates
To All Cases

By MAEL E. KUNZ, Clerk

CASE MANAGEMENT ORDER NO. 7
PROTECTIVE ORDER GOVERNING CONFIDENTIALITY

AND NOW, this 29th day of May, 1997, the following Protec-
tive Order is entered, Fed. R. Civ. P. 26(c)(7):

1. All documents¹ containing a trade secret or other confidential information may be designated "confidential," so long as such documents have not been disclosed by the producing party to anyone other than those persons employed or retained by it. Such documents or portions of documents will be designated, after review by an attorney for the producing party, by stamping the "Confidential - MDL No. 1148" on each page.

¹ "Document" includes, without limitation, writings, drawings, graphs, charts, photographs, physical objects, things, deposition, hearing, and trial transcripts, discovery responses, phone records, and other data compilations, together with all writings whether typed, handwritten, printed or otherwise, as well as all tape recordings, computer tapes, discs, software and other electronic, magnetic, or mechanical recordings, however produced or reproduced, and information stored in a computer whether or not ever printed or displayed, and includes the original and all copies. "Confidential information" means any information contained in or necessarily derived from a "document" stamped "Confidential" or "Confidential-Counsel Only." In these definitions, a reference in the singular or plural shall be considered to be both.

ENTERED:

5/30/97

ALL-STATE LEGAL®

EXHIBIT

B

2. Any party may contest the designation of a document as "Confidential" or request that a document not otherwise covered by this order be considered confidential by applying to the Court or Special Master (Case Management Order No. 1-A) for a ruling. In either event, counsel shall first make a good faith effort to resolve the issue. E.D. Pa. Local R. 26(f); Case Management Order No. 5, ¶ 6. The party requesting confidentiality shall have the burden of showing that such designation is appropriate.

3. Any party to this litigation or non-party that produces or discloses documents or confidential information that it believes should be limited to counsel only² may so designate as "Confidential-Counsel Only." Such documents or portions of documents will be designated, after review by an attorney for the producing party, by stamping the "Confidential Counsel Only - MDL No. 1148" on each page. The same procedures and burden of proof set forth in ¶ 2 shall apply to such designations. Documents so designated may also be disclosed to independent third parties retained to furnish expert services or advice, or to give expert testimony in a given action.

² "Counsel Only" shall mean counsel of record in a given case and other attorneys and staff in their law firms, together with no more than three designated in-house corporate counsel of any party and necessary staff.

4. Upon pretrial deposition, or within 15 business days after receipt of the transcript, a party may designate as confidential any appropriate information, which designation shall be served on all counsel. No confidentiality objection need be made at a deposition and shall not be a ground for a direction or refusal to answer. Depositions and transcripts will be considered to be confidential for the 15-day period and thereafter if so designated. Any individual not authorized by this Protective Order to be a recipient of confidential information may be excluded from a deposition while such information is being elicited.

5. Any document or other information the confidentiality of which is in dispute shall remain Confidential or, if requested, Confidential-Counsel Only, until the dispute is resolved in writing by counsel or, if necessary, until order of Court. Applications shall be by joint submission in which each side, or all sides, set forth serially their positions on each separate matter of issue in dispute.

6. Subject to § 7, *infra*, no one may use confidential documents or information that are subject to this Protective Order other than in the context of this MDL litigation and other than individuals who are hereby authorized. Such individuals shall include counsel, the parties' specifically authorized employees,³

³ Authorized employees shall be those identified by a party and agreed to in writing by counsel for the producing party or approved by the Court.

experts, fact witnesses, together with such others as are approved by this Court. Each individual who is permitted to see such confidential documents shall first be shown a copy of this order and, if a party's authorized employee, a party in a state court case or their counsel, an expert, fact witness, or in-house counsel, shall be required to be bound to observe the provisions of this order with respect to all documents and information produced through these MOL proceedings by signing a Non-Disclosure Agreement approved by the Court. Parties and their counsel in state court cases who so agree and sign the Non-Disclosure Agreement are authorized to have access to such documents and information as may be subject to this Protective Order, unless good cause is shown to withhold the authorization. Such access shall be subject to any Court-approved charges. The resisting party shall have the burden of showing why such disclosure should not be made. The Non-Disclosure Agreement shall include an agreement to submit to the Court's jurisdiction for enforcement of the Protective Order and to return all documents and information promptly at the end of the litigation. Subject to the other provisions of this Protective Order, parties and their counsel may have access to the confidential documents and information of a producing party so long as they are co-parties in at least one pending action.

7. Where a party intends to show a document or documents designated by the producing party as "Confidential" or "Confidential-Counsel Only" to another party's unauthorized employee or to

a fact witness, the party intending to show such document or documents shall provide 10 days written notice to the producing party which designated the document or documents as "Confidential" or "Confidential-Counsel Only." Such written notice shall identify the person to whom disclosure is contemplated and the specific documents or information proposed for disclosure. If the producing party has objection to the disclosure of such document or documents to the other party's employee or to the fact witness, and so indicates in writing, disclosure of the document or documents shall not be made absent stipulation between the producing party and party seeking disclosure, or court order. If the producing party and party seeking disclosure are unable to reach a stipulation, the producing party may submit the dispute to the Special Master within seven days of receiving written notice. The document or document(s) at issue will not be shown to the unauthorized employee or fact witness unless a stipulation is reached or order is entered.⁴

8. No recipient of documents or information under this Protective Order may disclose such information to any unauthorized individual. Any originator, author, or recipient of a document, as identified on its face, may be shown the document.

⁴ The procedure set forth in this paragraph will be subject to periodic review by the Court for necessity and practicability. The parties shall exert every reasonable effort to avoid the delay and expense that may be occasioned by this procedure and to resolve disputes without court intervention.

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9. Any document or information designated as "Confidential" or "Confidential-Counsel only" shall be filed under seal with the Court in the event that a filing is necessary. All such filings shall be placed in sealed envelopes setting forth the caption of the action, the title of the document or other reference and a notation that -

This envelope is not to be opened or the contents displayed or disclosed except by Court order or written approval of the parties.

If for any reason such information is no longer deemed confidential by reason of Court order, the seal may be removed at the Court's discretion.

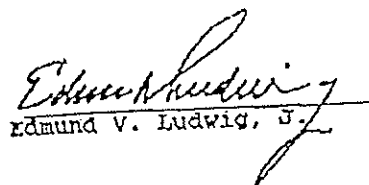
10. If a confidential document or information is inadvertently produced without being designated as "Confidential" or "Confidential-Counsel only," the producing party may so advise the recipient in which event the recipient shall exert every reasonable effort to treat the document or information as though timely designated and shall cooperate in its retrieval.

11. The prevailing party in any dispute submitted under this order to the Court or Special Master may recover an award of expenses, including attorney's fees, if approved by the Court.

12. By Monday, June 9, 1997 the parties shall enter into other procedural agreements, such as non-presumption, non-waiver,

return of documents upon final order, as may be conducive to carrying out this order.

13. This Court shall retain jurisdiction over the parties and any other persons subject to the terms of this Protective Order for the purpose of enforcing this Protective Order, notwithstanding any subsequent disposition of this action.


Edmund V. Ludwig, J.

FILED AUG 29 1997

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIAIN RE: LATEX GLOVES PRODUCTS
LIABILITY LITIGATION

MDL DOCKET NO. 1148

ALL CASES

CASE MANAGEMENT ORDER NO. 7A
SUPPLEMENT TO PROTECTIVE ORDER GOVERNING CONFIDENTIALITY

AND NOW, this 28 day of ^{August} ~~June~~, 1997, the Court previously having entered Case Management Order No. 7 - Protective Order Governing Confidentiality which required, at paragraph 12, that the parties enter into such other procedural agreements as may be conducive to carrying out that Order, the parties have stipulated and the Court hereby approves the following additional procedural agreements:

1. Neither the taking of any action in accordance with the provisions of this Protective Order, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this action. Moreover, neither the failure to designate a document or information as confidential in accordance with this Protective Order nor the failure to object to a designation at a given time shall preclude the filing of a motion at a later date seeking to impose such designations or challenging the propriety thereof. The entry of this Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery or to object to a requested inspection of documents or things, and, except as expressly provided, shall not relieve any party of the obligation of producing information in the course of discovery.

ENTERED: 9/2/97

CLERK OF COURT

2. Within 60 days after entry of dismissal or of final judgment in this action, including appeals, all documents and information, together with all copies thereof (including any copies or originals in the possession of designated in-house counsel and any independent expert), which have been and remain designated as including confidential information of a producing party pursuant to this Protective Order shall be collected and returned to the producing party, provided that counsel for the receiving party may retain one copy of any and all pleadings or other papers filed in Court which contain designated confidential information of the producing party for the purpose of dealing with possible future disputes over alleged violations of this Protective Order or over any agreement, decision, decree, order or judgment disposing of all or part of this action. Without affecting the obligation imposed by the preceding sentence, within the same 60 days, if requested by a producing party, each receiving party shall provide the producing party with a list of the names and whereabouts of each independent expert who was disclosed as a testifying expert in the above lawsuit and who received that producing party's confidential information, and each such receiving party shall cooperate with the producing party in confirming that said documents have been returned to the receiving party or destroyed. As for independent experts who were never disclosed in the above lawsuit, and designated in-house counsel, the counsel for each receiving party shall provide, on request, a certification that all documents containing confidential information in the possession of those individuals has been returned or destroyed. In the alternative, the producing party and receiving party may stipulate that all or some documents containing confidential information may be destroyed, so long as an appropriate certification satisfactory to the producing party is provided.

3. The extent and manner in which any confidential information may be used at trial shall be reserved and decided by the Transferor Courts.

4. Nothing contained in this Protective Order, and no action taken in compliance with it, shall (a) operate as an admission by any party or person that any particular document or information is or is not confidential; (b) operate as a waiver of any claim or defense in this action; (c) prejudice in any way the right of any party or person to seek a Court determination of whether or not particular documents or information should be disclosed or, if disclosed, whether or not they should be deemed confidential information and subject to the terms of this Order. Any party may request the Court to grant relief from any provisions of this Protective Order.

5. Nothing herein constitutes or may be interpreted as a waiver by any party of the attorney-client privilege, attorney work product protection or any other privilege.

6. Nothing herein shall preclude any party from seeking other protective relief regarding confidentiality.

7. Nothing in this Protective Order shall prevent any party from seeking relief from any provision of this Protective Order, modification of this Protective Order, or from objecting to discovery which it believes to be privileged or otherwise improper.

8. The entry of this Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery or to object to a

requested inspection of documents or things, and, except as expressly provided, shall not relieve any party of its obligation to produce information in the course of discovery pursuant to controlling law.

9. Nothing herein shall impose any restrictions on the use or disclosure by a receiving party or witness of documents or information obtained lawfully by such receiving party or witness independently of the discovery proceedings in this action, whether or not such documents or information are also obtained through discovery proceedings in this action.

10. Nothing in this Protective Order shall prevent a party or non-party from using or disclosing its own documents or information for any purpose, regardless of whether they are designated confidential under this Protective Order.

11. Nothing herein shall be construed to affect in any manner the admissibility as evidence of any document, information or testimony.

12. Attached hereto as Exhibit A is a Non-Disclosure Agreement, which shall be used in accordance with the terms and provisions of Case Management Order No. 7.

STIPULATED AND AGREED TO:

Dated: _____

By: _____

David Shrager, Esquire
Shrager McDaid Loftus Flum & Spivey
Two Commerce Square
32nd Floor
2001 Market Street
Philadelphia, PA 19103
(215) 568-7771

Plaintiffs' Liaison Counsel

Dated: June 13, 1997By: Alan L. Unikel

Alan L. Unikel, Esquire
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe, Suite 4200
Chicago, IL 60603-5803
(312) 269-8849

Defendants' Liaison Counsel-Spokesperson

APPROVED BY THE COURT:

Edmund V. Ludwig, J.
United States District Court Judge

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JUN 11 '97 17:14 PK

US DISTRICT COURT

215 597 6644 P.07/15

12. Attached hereto as Exhibit A is a Non-Disclosure Agreement, which shall be used in accordance with the terms and provisions of Case Management Order No. 7.

STIPULATED AND AGREED TO:

Dated: _____

By: 

David Shrager, Esquire
Shrager McDaid Loftus Flum & Spivey
Two Commerce Square
32nd Floor
2001 Market Street
Philadelphia, PA 19103
(215) 568-7771

Plaintiffs' Liaison Counsel

Dated: _____

By: _____

Alan L. Unikel, Esquire
Scyfarth, Shaw, Fairweather & Geraldson
55 East Monroe, Suite 4200
Chicago, IL 60603-5803
(312) 269-8849

Defendants' Liaison Counsel-Spokesperson

APPROVED BY THE COURT:

Edmund V. Ludwig, J.
United States District Court Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES PRODUCTS
LIABILITY LITIGATION

: MDL DOCKET NO. 1148

: ALL CASES

NON-DISCLOSURE AGREEMENT

The undersigned, _____ (print or type name), hereby
acknowledges as follows:

1. That he or she has received copies of Case Management Order No. 7 -
Protective Order Governing Confidentiality and Case Management Order No. 7A - Supplement
to Protective Order Governing Confidentiality entered in these consolidated proceedings, which
are attached hereto as Exhibits 1 and 2 respectively, has read the same, and agrees to be bound by
all of the provisions thereof; and

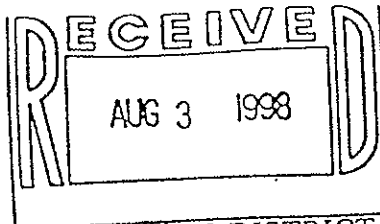
2. That he or she expressly consents to the Court's jurisdiction in connection
with the enforcement of this Non-Disclosure Agreement, without regard to whether he or she
would otherwise be subject to the Court's jurisdiction, and further agrees to promptly return all

EXHIBIT A

confidential documents and information provided to him or her in this litigation pursuant to paragraph 6 of Case Management Order No. 7 - Protective Order Governing Confidentiality.

Dated this _____ day of _____, 1997.

Name



FILED AUG 6 1998

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES PRODUCTS : MDL DOCKET NO. 1148
LIABILITY LITIGATION :
: ALL CASES

STIPULATION REGARDING LIMITED MODIFICATION TO
CASE MANAGEMENT ORDER NOS. 7, 7A AND ORDER THEREON

AND NOW, this 5th day of August, 1998; it is hereby AGREED by and between

the undersigned parties:

1. Case Management Order Nos. 7 and 7A, namely the Protective Order Governing Confidentiality, will be modified with respect to the production of documents as between Regent Hospital Products, Ltd., London International U.S. Holdings, Inc., and London International Group, Inc. and affiliated entities ("Regent/LIG") which have been properly served in cases pending in these proceedings, and Allegiance Corporation, Allegiance Healthcare Corporation, Baxter Healthcare Corporation, Baxter Healthcare, S.A. and Baxter International Inc. and affiliated entities ("Baxter/Allegiance") named in these multidistrict proceedings. This Stipulation shall not apply to any other named defendants in this litigation.

2. In addition to the designation of documents as "Confidential" and "Confidential-Counsel Only" as set forth in Paragraphs 2 and 3 of Case Management Order No. 7, the following Paragraph 3(a) shall apply:

Where Regent/LIG or Baxter/Allegiance produce or disclose documents or other confidential information which they believe

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CLERK OF COURT

should be limited to review by the other party's outside counsel only, these defendants may designate such documents or appropriate portions thereof as "Confidential-Baxter/Allegiance Outside Counsel Only" or "Confidential-Regent/LIG Outside Counsel Only," so long as such documents or portions thereof have not been disclosed, absent a commitment of confidentiality, by the producing party to anyone other than those persons employed or retained by it. Such documents or portions of documents will be so designated, after review by an attorney for the producing party, by stamping "Confidential-Baxter/Allegiance Outside Counsel Only," or "Confidential-Regent/LIG Outside Counsel Only," as applicable, on each page.

3. All other paragraphs of Case Management Order Nos. 7 and 7A which set forth the treatment of "Confidential" and "Confidential - Counsel Only" shall apply to documents designated as "Confidential - Baxter/Allegiance Outside Counsel Only" and "Confidential - Regent/LIG Outside Counsel Only."

4. The following clarification of paragraph 8 of CMO No. 7 shall also apply:

Disclosure of any and all confidential documents and information may not be made to unauthorized individuals by any method, including but not limited to showing unauthorized individuals documents containing confidential information, describing to or discussing with unauthorized individuals the confidential documents or information, or providing unauthorized individuals with summaries or analyses of said confidential documents or information.

5. This Stipulation shall apply to all documents which are produced by Regent/LIG and Baxter/Allegiance in the context of MDL No. 1148 and all state court actions coordinated therewith.

STIPULATED AND AGREED:

BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION

By: 

Karen Shichman Crawford
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-3744

Counsel of record for Regent Hospital
Products, Ltd., London International U.S.
Holdings, Inc. and London International
Group, Inc.

and

SEYFARTH, SHAW, FAIRWEATHER
& GERALDSON

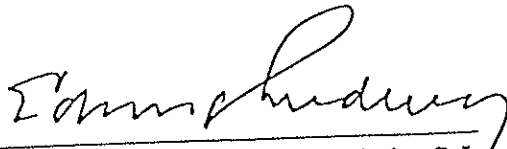
By: 

Alan L. Unikel
55 East Monroe Street, Suite 4200
Chicago, IL 60603-5803
(312) 269-8849

Counsel of record for Allegiance Corporation
Allegiance Healthcare Corporation, Baxter
Healthcare Corporation, Baxter Healthcare
S.A. and Baxter International Inc.

ORDER

It is so ordered.


Edmund J. Ludwig, S.J.

SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

IN RE: NEW YORK NATURAL RUBBER LATEX GLOVE LITIGATION

THIS DOCUMENT APPLIES TO ALL CASES

Index No. 751,000/99

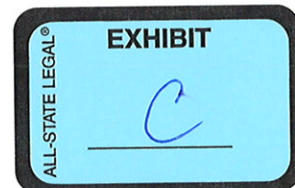
NON-DISCLOSURE AGREEMENT

The undersigned, _____ (print or type name), hereby
acknowledges as follows:

1. That he or she has received copies of the Protective Order Governing Confidentiality entered in this action, which is attached hereto as Exhibit 1, has read the same, and agrees to be bound by all of the provisions thereof; and
2. That he or she expressly consents to the Court's jurisdiction in connection with the enforcement of this Non-Disclosure Agreement, without regard to whether he or she would otherwise be subject to the Court's jurisdiction, and further agrees to promptly return all confidential documents and information provided to him or her in this litigation pursuant to paragraphs 6 and 14 of the Protective Order Governing Confidentiality.

Dated this _____ day of _____, 1999.

Name



SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

IN RE: NEW YORK NATURAL RUBBER LATEX GLOVE LITIGATION

THIS DOCUMENT APPLIES TO ALL CASES

Index No. 751,000/99

PROTECTIVE ORDER GOVERNING CONFIDENTIALITY

Upon the agreement of the parties, and for good cause shown, the following Protective Order drawn by the parties¹ is hereby made the ORDER of this Court:

1. All documents² containing a trade secret or other confidential information may be designated "Confidential," so long as such documents have not been disclosed by the producing party to anyone other than those persons employed or retained by it. Such

¹ Paragraphs 1 through 12 of this Protective Order Governing Confidentiality track Case Management Order No. 7 (Protective Order Governing Confidentiality), which has been entered in the related multi-district litigation proceedings (the "MDL") pending before the U.S. District Court for the Eastern District of Pennsylvania. In re: Latex Gloves Products Liability Litigation, MDL No. 1148. Paragraphs 13 through 24 of this Protective Order track MDL Case Management Order No. 7A (Supplement to Protective Order Governing Confidentiality) (collectively, "MDL Protective Order"). All parties agree that any amendments or changes effectuated in the MDL proceedings applicable to the MDL Protective Order or other procedures governing the confidentiality of the defendants' agreements and information, including plaintiff's document depository, will be deemed to have been made in this Protective Order as well.

² "Documents" includes, without limitation, writings, drawings, graphs, charts, photographs, physical objects, things, depositions, hearings, and trial transcripts, discovery responses, phone records, and other data compilations, together with all writings whether typed, handwritten, printed or otherwise, as well as all tape recordings, computer tapes, discs, software and other electronic, magnetic, or mechanical records, however produced or reproduced, and information stored in a computer whether or not ever printed or displayed, and includes the original and all copies. "Confidential information" means any information contained in or necessarily derived from a "Document" stamped "Confidential" or "Confidential-Counsel Only." In these definitions, a reference in the singular or plural shall be considered to be both.

documents or portions of documents will be designated, after review by an attorney for the producing party, by stamping "Confidential" on each page.

2. Any party may contest the designation of a document as "Confidential" or request that a document not otherwise covered by this order be considered confidential by applying to the Court for a ruling. In either event, counsel shall first make a good faith effort to resolve the issue. The party requesting confidentiality shall have the burden of showing that such designation is appropriate.
3. Any party to this litigation or non-party that will produce or disclose documents or confidential information that it believes should be limited to counsel only³ may designate such documents as "Confidential-Counsel Only." Such documents or portions of documents will be designated, after review by an attorney for the producing party, by stamping the "Confidential Counsel Only" on each page. The same procedures and burden of proof set forth in ¶ 2 shall apply to such designation. Documents so designated may also be disclosed to independent third parties retained to furnish expert service or advice, or to give expert testimony in a given action.

(a) Where London International Group, Inc., Regent Medical Division or Baxter/Allegiance produce or disclose documents or other confidential information which they believe should be limited to review by the other parties' outside counsel only, these defendants may designate such documents or appropriate portions thereof as "Confidential -- Baxter/Allegiance Outside Counsel Only" or "Confidential -- London International Group, Inc., Regent Medical Division Outside Counsel Only," so long as such documents or portions thereof

³ "Counsel Only" shall mean counsel of record in a given case and other attorneys and staff in their law firms, together with no more than three designated in-house corporate counsel of any party and necessary staff.

have not been disclosed, absent a commitment of confidentiality, by the producing party to anyone other than those persons employed or retained by it. Such documents or portions of documents will be so designated, after review by an attorney for the producing party, by stamping "Confidential -- Baxter/Allegiance Outside Counsel Only," or "Confidential -- London International Group, Inc., Regent Medical Division Outside Counsel," as applicable, on each page.

(b) Notwithstanding paragraph 3(a), all other paragraphs herein which set forth the treatment of "Confidential" and "Confidential-Counsel Only" shall apply to documents designated as "Confidential -- Baxter/Allegiance Outside Counsel Only," or "Confidential -- Regent/LIG Outside Counsel Only."

4. During a deposition, or within 15 business days after receipt of the transcript, a party may designate as confidential any appropriate information, which designation shall be served on all counsel. Depositions and transcripts will be considered to be confidential for such 15-day period and thereafter if so designated. No confidentiality objection need be made at a deposition and shall not be a ground for a direction or refusal to answer. Any individual not authorized by this Protective Order to be a recipient of confidential information may be excluded from a deposition while such information is being elicited.
5. Any document or other information the confidentiality of which is in dispute shall remain Confidential or, if requested, Confidential-Counsel Only, until the dispute is resolved in writing by counsel or, if necessary, until order of Court. Applications shall be by joint submission in which each side, or all sides, set forth *seriatim* their positions on each issue in dispute.

6. Subject to ¶ 7, *infra*, no one may use confidential documents or information that are subject to this Protective Order other than in the context of this litigation and other than individuals who are hereby authorized. Such individuals shall include counsel, the parties' specifically authorized employees,⁴ experts, fact witnesses, together with such others as are approved by this Court. Each individual who is permitted to see such confidential documents shall first be shown a copy of this order and, if a party's authorized employee, an expert, fact witness, or in-house counsel, shall be required to be bound to observe the provisions of this order with respect to all documents and information produced, by signing a Non-Disclosure Agreement approved by the Court. The Non-Disclosure Agreement shall include an agreement to submit to the Court's jurisdiction for enforcement of the Protective Order and to return all documents and information promptly at the end of the litigation.
7. Where a party intends to show a document or documents designated by the producing party as "Confidential" or "Confidential-Counsel Only" to another party's unauthorized employee or to a fact witness, the party intending to show such document or documents shall provide 10 days written notice to the producing party which designated the document or documents as "Confidential" or "Confidential-Counsel Only." Such written notice shall identify the person to whom disclosure is contemplated and the specific documents or information proposed for disclosure. If the producing party has objection to the disclosure of such document or documents to the other party's employee or to the fact witness, and so indicates in writing, disclosure of the document or documents shall not be

⁴ Authorized employees shall be those identified by a party and agreed to in writing by counsel for the producing party or approved by the Court.

made absent stipulation between the producing party and party seeking disclosure, or court order. If the producing party and party seeking disclosure are unable to reach a stipulation, the producing party may submit the dispute to the Court within seven days of receiving written notice. The document or document(s) at issue will not be shown to the unauthorized employee or fact witness unless a stipulation is reached or order is entered.⁵

8. No recipient of documents or information under this Protective Order may disclose such information to any unauthorized individual. Any originator, author, or recipient of a document, as identified on its face, may be shown the document. Disclosure of any and all confidential documents and information may not be made to any unauthorized individuals by any method, including but not limited to showing unauthorized individuals documents containing confidential information, describing to or discussing with unauthorized individuals the confidential documents or information, or providing unauthorized individuals with summaries or analyses of said confidential documents or information.
9. Any document or information designated as "Confidential" or "Confidential-Counsel Only" shall be filed under seal with the Court in the event that a filing is necessary. All such filings shall be placed in sealed envelopes setting forth the caption of the action, the title of the document or other reference and a notation that:

This envelope is not to be opened or the contents displayed or disclosed except by Court Order or written approval of the parties. If for any reason such information is no longer deemed confidential by reason of court order, the seal may be removed at the Court's discretion.

⁵ The procedure set forth in this paragraph will be subject to periodic review by this Court for necessity and practicability. The parties shall exert every reasonable effort to avoid the delay and expense that may be occasioned by this procedure and to resolve disputes without court intervention.

10. If a confidential document or information is inadvertently produced without being designated as "Confidential" or "Confidential-Counsel Only," the producing party may so advise the recipient in which event the recipient shall exert every reasonable effort to treat the document or information as though timely designated and shall cooperate in its retrieval.
11. The prevailing party in any dispute submitted under this order to the Court may recover an award of expenses, including attorney's fees, if approved by the Court.
12. This Court shall retain jurisdiction over the parties and any other persons subject to the terms of this Protective Order for the purpose of enforcing this Protective Order, notwithstanding any subsequent disposition of this action.
13. Neither the taking of any action in accordance with the provisions of this Protective Order, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this action. Moreover, neither the failure to designate a document or information as confidential in accordance with this Protective Order nor the failure to object to a designation at a given time shall preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. The entry of this Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery or to object to a requested inspection of documents or things, and, except as expressly provided, shall not relieve any party of the obligation of producing information in the course of discovery.
14. Within 60 days after the entry of a dismissal or of a final judgment in this action, including appeals, all documents and information, together with all copies thereof (including any

copies or originals in the possession of designated in-house counsel and any independent expert) which have been and remain designated as including confidential information of a producing party pursuant to this Protective Order, shall be collected and returned to the producing party, provided that counsel for the receiving party may retain one copy of any and all pleadings or other papers filed in court which contain designated confidential information of the producing party for the purpose of dealing with possible future disputes over alleged violations of this Protective Order or over any agreement, decision, decree, order or judgment disposing of all or part of this action. Without affecting, the obligation imposed by the preceding sentence, within the same sixty days, if requested by a producing party, each receiving party shall provide the producing party with a list of the names and whereabouts of each independent expert who was disclosed as a testifying expert in the above lawsuit and who received that producing party's confidential information, and each such receiving party shall cooperate with the producing party in confirming that said documents have been returned to the receiving party or destroyed. As for independent experts who were never disclosed in the above lawsuit and designated in-house counsel, the counsel for each receiving party shall provide, on request, a certification that all documents containing confidential information in the possession of those individuals has been returned or destroyed. In the alternative, the producing party and receiving party may stipulate that all or some documents containing confidential information may be destroyed, so long as an appropriate certification satisfactory to the producing party is provided.

15. The extent and manner in which any confidential information may be used at trial shall be

reserved and decided by the Court.

16. Nothing contained in this Protective Order, and no action taken in compliance with it, shall (a) operate as an admission by any party or person that any particular document or information is or is not confidential; (b) operate as a waiver of any claim or defense in this action; (c) prejudice in any way the right of any party or person to seek a court determination of whether or not particular documents or information should be disclosed or, if disclosed, whether or not they should be deemed confidential information and subject to the terms of this Order. Any party may request the Court to grant relief from any provisions of this Protective Order.
17. Nothing herein constitutes or may be interpreted as a waiver by any party of the attorney-client privilege, attorney work product protection or any other privilege.
18. Nothing herein shall preclude any party from seeking other protective relief regarding confidentiality.
19. Nothing in this Protective Order shall prevent any party from seeking relief from any provision of this Protective Order, modification of this Protective Order, or from objecting to discovery which it believes to be privileged or otherwise improper.
20. The entry of this Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery or to object to a requested inspection of documents or things and, except as expressly provided, shall not relieve any party of its obligation to produce information in the course of discovery pursuant to controlling law.
21. Nothing herein shall impose any restrictions on the use or disclosure by a receiving party

or witness of documents or information obtained lawfully by such receiving party or witness independently of the discovery proceedings in this action, whether or not such documents or information are also obtained through discovery proceedings in this action.

22. Nothing in this Protective Order shall prevent a party or non-party from using or disclosing its own documents or information for any purpose, regardless of whether they are designated confidential under this Protective Order.
23. Nothing herein shall be construed to affect in any manner the admissibility as evidence of any document, information or testimony.
24. Attached hereto as Exhibit A is a Non-Disclosure Agreement, which shall be used in accordance with the terms and provisions of this Protective Order Governing Confidentiality.

JUDGE

ENTERED: _____

APPROVED FOR ENTRY:

APPROVED FOR ENTRY:

BARON & BUDD, P.C.

By: _____
Joseph W. Belluck
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vi

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IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION

: MDL DOCKET NO.: 1148
: (All Cases)
: Judge Edmund V. Ludwig

MASTER INTERROGATORIES OF PLAINTIFFS
ADDRESSED TO ALL DEFENDANTS - FIRST SET

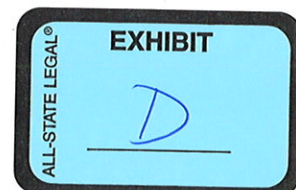
Plaintiffs, pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby request that defendants answer the following interrogatories under oath and in full accordance with the applicable provisions of the Federal Rules of Civil Procedure within thirty (30) days after service of these interrogatories.

I. INSTRUCTIONS

1. Each interrogatory should be answered separately upon the knowledge or information and belief of defendant, and any answer based upon information and belief should state that it is given upon such basis.

2. These interrogatories are continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure.

3. If the complete answer to an interrogatory is not known, so state and answer as fully as possible each part of such



interrogatory to which an answer is known.

4. Where knowledge or information is requested, such request includes knowledge or information of the defendant's agents, representatives, employees, and its attorneys.

5. If any information is withheld in answer to an interrogatory under any claim of privilege, the following shall be provided with respect to such information: (a) every person to whom such information has been communicated by defendant and from whom such information was learned by defendant, (b) the date of such communication, (c) the subject matter of such information, and (d) the basis upon which such privilege is claimed.

6. Unless otherwise noted, these interrogatories seek information for the time period of January 1, 1978 through the present.

7. It is the specific intent of certain interrogatories to have the defendant identify specific documents, by bates stamp number(s), which support its answers. It is not sufficient, and violative of the Federal Rules of Civil Procedure, to respond to such requests for specific inquiries by referring to volumes of documents. See, e.g. Scripps Clinic & Research Foundation v. Baxter Travenol Laboratories, Inc., No. 87-140-CMW, 1988 US Dist. LEXIS 7495 (D. Del. June 21, 1988); Holben v. Coopervision, Inc., 120 F.R.D. 32, 33-34 (E.D. Pa. 1988); United States v. Chevron U.S., Inc., No. 88-6681, 1989 U.S. Dist. LEXIS 10236 (E.D. Pa. Aug. 30, 1989); Penza v. Drexel Burnham Lambert, Inc.,

No.88-6809, 1989 U.S. Dist. LEXIS 10193 (E.D. Pa. Aug. 28, 1989); Sabel v. Mead Johnson & Co., 110 F.R.D. 553 (D. Mass.), later proceedings 112 F.R.D. 211 (D. Mass. 1986); Derson Group, Ltd. v. Right Management Consultants, Inc., 119 F.R.D. 396 (N.D. Ill. 1988).

8. All definitions set forth below shall be carefully regarded.

II. DEFINITIONS

As used in these interrogatories, the following definitions shall apply unless otherwise specifically noted:

1. The word "defendant" means the defendant to whom these Interrogatories are directed including all departments, affiliations, divisions, subdivisions, parents and subsidiaries and all officers, directors, agents, employees and representatives, including attorneys, acting on each entity's behalf.

2. The words "plaintiff" or "plaintiffs" mean the plaintiff or plaintiffs herein including all agents and representatives acting on their behalf.

3. The words "you" or "your" means defendant as defined above.

4. The word "document" means the original, all drafts and non-identical copies (whether different from the original because

of notes made on such copy or otherwise) of every writing or record, however produced, reproduced, or preserved, including but not limited to every book, pamphlet, periodical, letter, drawings, graphs, charts, photographs, phono records, memorandum, telegram, report, record, contract, deposition transcript, memorandum or notes reflecting an oral communication, handwritten or other notes, diary entry, calendar, notes from a meeting, financial statement, financial report, income statement, balance sheet, bank record, voucher, invoice, tabulation, index, tape, videotape, disc, electronic mail, e-mail, Internet communication, data sheet, data processing card, computer printout, data compilation and every other written, typed, recorded, transcribed, filed or graphic matter, except such documents as are immune from production under applicable provisions of law. The word "document" also includes any requested documents which are in the possession and/or control of any person or organization whom you retained by contract or otherwise. The word "document" also includes all of the aforesaid documents produced either during discovery or at trial in any other state or Federal lawsuit involving latex allergies wherein you are, or were, a party. The phrase "data compilation" means any material stored on or recoverable through a computer or other storage or retrieval system.

5. The phrase "documents relating to" is intended to refer to documents which in whole or in part relate to the designated

category of information described.

6. The word "person" means individuals, firms, partnerships, corporations, proprietorships, associations, governmental units, and every other type of organization or entity.

7. The word "date" means the exact day, month, and year, if ascertainable; otherwise, the word "date" means the best available approximation (including relationships to other events).

8. The word "identify," when used in reference to:

(a) a person, means to state his or her full name, present or last known residence address (designating which) and present or last known (designating which) business affiliation, job title and employment addresses;

(b) a firm, partnership, corporation, proprietorship, association, or other organization or entity, means to state its full name and present or last known (designating which) address and telephone number;

(c) a document means to state (i) the title (if any), the date, author, sender, recipient, the identity of persons signing it, type of document (i.e., a letter, memorandum, book, telegram, chart, etc.) or some better means of identifying it; (ii) a summary of its contents; (iii) its present location or custodian; (iv) in the case of a document within the possession, custody, control or access of defendant, whether defendant will make it available to the undersigned attorneys for inspection

and/or copying; and (v) in the case of a document that was, but is no longer, in the possession, custody, or control of defendant, what disposition was made of it, when, why, and to whom; and

(d) a conversation, meeting or other communication, means (i) to state the date, location, and duration of such communication; (ii) to identify each person participating in such communication and each person who was present; (iii) to identify the subject matter of such communication; (iv) to summarize in as much detail as possible the content of any such communication; (v) to state whether there are any documents which set forth, summarize, or refer to any portion of such communication; and (vi) if such documents exist, to identify each document and each person having custody of the document.

9. "And" as well as "or" shall be construed conjunctively or disjunctively, as necessary, to bring within the scope of any subparagraph all information which might otherwise be construed to be outside the scope.

10. Whenever necessary to bring within the scope of the interrogatory information which might otherwise be construed to be outside the scope, (i) the use of a verb in any tense shall be construed as a verb in all other tenses; (ii) the use of the singular shall be construed as the use of the plural, and vice versa; and (iii) "any" includes "all" and "all" includes "any."

III. SPECIFIC INTERROGATORIES

(Note time frame as set forth in instruction number I.6. above.)

1. Please state your full name and your business address.

2. Please identify each person you consulted in answering these interrogatories and identify the name of every person who assisted you with each interrogatory.

3. Describe the corporate organization of your company, including the identity and location of all divisions, branches, affiliates, subsidiaries, parents and related entities and the identity of each of its officers and directors.

4. (a) Identify each latex glove manufacturing facility from which you obtained latex gloves between 1978 and the present.

(b) Describe the corporate organization of each latex glove manufacturing facility identified in Interrogatory 4.(a).

(c) Identify all contracts which establish your relationship with any latex glove manufacturing facility, whether or not you obtained latex gloves from such a facility, between 1978 and the present including, without limitation, the title of the document, the date it was executed on behalf of your company and the name and title of the person, or person, who signed the document.

5. Prior to the releasing of any of your latex and/or latex-containing products for sale, or prior to selling or distributing any latex and/or latex-containing products manufactured by any

latex products manufacturing facility from which you obtained such products, were any studies or tests conducted on same to determine potential health hazards involved in the use of materials contained therein?

If so, set forth in detail:

(a) the kinds and types of studies and/or tests that were conducted;

(b) the name, address, job classification or title and relationship to you of each individual or entity who conducted such studies and/or tests;

(c) the name, address, job classification or title, and relationship to you of each individual or entity who gave instructions for the performance of such studies and/or tests;

(d) the date each such test or study was conducted and how each was completed;

(e) the place each study and/or test was performed and the methodology of each such study and/or test; and

(f) the results of such study and/or test, and if such results were reduced to writing, attach copies of same hereto.

6. For each study, test, investigation, examination, review or analysis (hereinafter referred to collectively as "study") conducted by you or on your behalf or known to you relating to latex health hazards, diseases, allergies, allergens, illnesses, or injuries and/or the safety aspects concerning latex and/or latex containing products which you sold, manufactured and/or

distributed, identify the following:

- (a) the date each study was commenced;
- (b) the date and locations each study was concluded;
- (c) the name(s) and address(es) of the person(s), association(s), organization(s) or agency(ies) authorizing the study;

- (d) the name(s), address(es) and job title(s) of the person(s) in charge of the study;

- (e) the name(s), address(es) and job title(s) of the person(s) participating in the study;

- (f) the title and subject of the study;

- (g) the result of each study;

- (h) the statistical analysis made stating the result and describing the date and assumptions upon which they were based; and

- (i) the name(s) and address(es) of the person(s) who has in his/her custody any and all reports (including attachments and exhibits thereto) of any such test, study, calculation or examination.

7. Have you ever given any warnings to your employees of the dangers of allergy, illness and/or disease by reason of their use, handling or exposure to latex and/or latex-containing products?

If so, state:

- (a) the date of such warning;

(b) how such warnings were given;

(c) if such warnings were oral, state the names and addresses of the person(s) giving and receiving such warnings; and

(d) if such warnings were written, state:

(i) the date(s) of such warning(s);

(ii) the present location of such warning(s);

(iii) the name(s) and address(es) of individuals

who prepared such warnings; and

(iv) the reasons for such warnings.

8. Identify every person expected to be called as an expert witness at trial by defendant, the subject matter on which he or she is expected to testify, the substance of the facts and opinions to which he or she is expected to testify, and a summary of the grounds for each opinion.

9. Identify each person who has knowledge of the facts which you contend support your claims or defenses in this action. With respect to each such person, state the facts generally of which that person has knowledge.

10. List and describe each complaint or notice of problems or adverse events received by, or known to, you regarding the use of any of your latex glove products, including the date of the incident(s), the date you received notice, and the product in question. In response to this Interrogatory, you may redact the names of the reporters of adverse events in compliance with any

applicable FDA regulation only.

11. For each complaint or notice of problem or adverse event listed in the preceding interrogatory, please describe the actions you took in response to each such complaint or notice of problems or adverse event. (This interrogatory asks what actions were taken after receipt of such complaint or notice of problem or adverse event, not just whether defendant made any changes as a result of such complaint or notice of problem or adverse event.)

12. Did you ever form any committees, groups, panels, or boards in order to address the problem of latex allergies and/or latex sensitivity?

13. If the answer to interrogatory 12. is in the affirmative, state as to each committee, group, panel or board:

- (a) their names;
- (b) years of formation;
- (c) whether or not still active;
- (d) identity of all members; and
- (e) purpose.

14. Were you, or any of your employees, ever a member of any committees, groups, trade associations, panels, boards, or any other organizations which addressed the problem of latex allergies and/or latex sensitivity?

15. If the answer to interrogatory 14. is in the affirmative, state as to each such committee, group, trade

association, panel, board, or any similar organization:

- (a) its name;
- (b) by what entity it was formed or organized;
- (c) the date it was formed or organized;
- (d) identify the employees who were, or are, members;
- (e) its purpose; and
- (f) whether or not it still in operation.

16. Did you ever form, or were you ever a part of, any group known as the "Latex Scientific Task Force," or a similar name, whether it was a part of your organization or any other organization?

17. If interrogatory number 16 is answered in the affirmative, please:

- (a) identify its chair or other leader;
- (b) indicate whether there were minutes kept at its meetings and state who has custody of such minutes now; and
- (c) the last known address for all people identified in this interrogatory.

18. Did you ever ask any previously existing committees, groups, panels, or boards to address the problem of latex allergies and/or latex sensitivity?

19. If interrogatory 18 is answered in the affirmative, please:

- (a) identify the name of the committee, group, panel, or board;

(b) its chair or other leader;

(c) indicate whether there were minutes kept at its meetings and state who has custody of such minutes now; and

(d) the last known address for all people identified in this interrogatory.

20. Please state whether you have ever been a party to a lawsuit based on products liability, breach of warranty or negligence involving reactions to latex proteins or allergens within latex gloves. If so, list each case by:

(a) style, court, and case number;

(b) counsel for the plaintiff; and,

(c) the disposition of the case.

21. Identify the date, time, place, purpose, content and participants of each communication within defendant, as well as any and all documents reflecting, referring to or evidencing any communications, regarding the following:

(a) latex allergy or reaction;

(b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; and

(c) the manufacture of latex gloves to reduce allergens therein.

22. To the extent not listed in your responses to interrogatory number 21. and its sub-parts, identify the date, time, place, purpose, content and participants of each communication between defendant and any local, state or federal

government or governmental agency or organization, as well as any and all documents reflecting, referring to or evidencing any communications, regarding:

- (a) latex allergy or reaction;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; and
- (c) the manufacture of latex gloves to reduce allergens therein.

23. To the extent not listed in your responses to interrogatories numbers 21 and 22 and their sub-parts, identify the date, time, place, purpose, content and participants of each communication between defendant and the Health Industry Manufacturers Association, The Rubber Research Institute of Malaysia, The Malaysia Rubber Bureau, The Malaysian Rubber Producers' Research Association, The Malaysian Rubber Research and Developmental Board, the Latex Advisors Association or any similar trade organization or association, as well as any and all documents reflecting, referring to or evidencing any such communications, regarding:

- (a) latex allergy or reactions;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reactions; and
- (c) the manufacture of latex gloves to reduce allergens therein.

24. State whether you gave any written instructions and/or

warnings or mailed any "Dear Doctor" or "Dear Customer" letters or developed educational programs to or for purchasers or users of latex gloves which you manufactured or distributed and describe each such instructive warning, letter and/or program and the manner in which it was given and identify all documents evidencing same.

25. Please state whether you were lawfully obliged to adhere to any United States federal regulations in the design or manufacture of any of the latex glove brands you manufactured, or were manufactured on your behalf, and, if so, identify the regulations.

26. Please state whether you were lawfully obliged to adhere to any United States federal regulations in the wording or provision of labeling on any latex glove brands you manufactured or distributed, and, if so, identify the regulations.

27. Please identify the latex glove manufacturing plants you either owned, operated or controlled for the manufacture of latex gloves.

28. Describe in detail the manufacturing process used to make the latex gloves at each of the facilities identified in response to Interrogatory number 27, including but not limited to providing a list of the ingredients used in the process, the timing of each step of manufacturing process, and the timing of storage of the gloves before shipment. (It is not sufficient to answer this interrogatory by merely referencing documents

generally. This interrogatory requests the specific "recipes" or formulae for each manufacturing plant so identified.)

(a) What changes were made in the manufacturing process for the purpose of reducing the elutable proteins?

(b) When were such changes made?

(c) Why were such changes made?

(d) Who participated in the decision to make such changes?

(e) List all documents which contain information responsive to this interrogatory and its sub-parts.

29. Insofar as the latex glove manufacturing facilities identified in Interrogatory 4.(a) above, describe in detail the manufacturing process used to make the latex gloves, including but not limited to providing a list of the ingredients used in the process, the timing of each step of manufacturing process, and the timing of storage of the gloves before shipment. (It is not sufficient to answer this interrogatory by merely referencing documents generally. This interrogatory requests the specific "recipes" or formulae for each manufacturing plant so identified.)

(a) What changes were made in the manufacturing process for the purpose of reducing the elutable proteins?

(b) When were such changes made?

(c) Why were such changes made?

(d) Who participated in the decision to make such

changes?

(e) List all documents which contain information responsive to this interrogatory and its sub-parts.

30. Describe what you have done, from the first time you sold, manufactured and/or distributed latex gloves to the present, to stay abreast of the knowledge and research of latex allergies or reactions to latex proteins and of the safest methods of manufacture of latex products and identify all persons having knowledge of such actions or methods.

31. Identify all regulations, rules, laws, statutes or guidelines you contend that governed the manufacture, sale or distribution, or labeling requirements or guidelines for the manufacture of latex gloves.

32. State whether you sell or have sold "hypo-allergenic" gloves and, if so:

(a) identify those products by brand name;

(b) describe the differences between the hypo-allergenic gloves and non-hypo-allergenic gloves, explaining in particular why your hypo-allergenic gloves are supposedly safer for persons who are allergic to natural latex proteins; and,

(c) identify all persons having knowledge of the facts set forth in your answer and all documents evidencing or supporting such facts.

33. State whether you have made any changes in your

hypo-allergenic gloves since 1978. If so, describe such changes and the reasons for such changes and identify all persons having knowledge of the facts set forth in your answer and all documents reflecting such changes.

34. Identify all seminars, meetings or conferences known to you which your managing personnel have attended which concerned reactions or allergies to latex products or proteins or safe methods of manufacturing latex products and identify those persons from your company who attended those seminars, conferences or meetings and all documents evidencing said attendance at the seminar, conference or meeting.

35. Have you determined through investigation during the ordinary course of your business what percentage of the following groups of people are allergic to natural latex proteins: the general population, health care workers generally, operating and emergency room personnel, and people with spina bifida? If so,

(a) state such percentages;

(b) state which percentages of each group are at risk of latex sensitization; and

(c) whether people who display signs of mild allergies to latex are at greater risk of becoming sensitized to latex products containing natural latex proteins.

(d) Identify all persons having knowledge of, and all documents supporting, the facts forming the basis for your answer to this interrogatory.

36. Have you determined through the ordinary course of your business what percentage of the market share of latex gloves your company had from 1978 to the present? If so, please state:

- (a) the persons responsible for making this inquiry;
- (b) the results of said inquiries nationally;
- (c) the results of said inquiries on a state by state basis; and

- (d) the specific documents which support your answer.

37. Please state in complete detail everything that defendant did to:

- (a) warn users of latex gloves regarding latex allergies or reactions;
- (b) prevent users of latex gloves from developing latex allergies or reactions; and
- (c) manufacture latex gloves to reduce allergens therein.

38. At any time, did defendant, or any consultant for defendant, know of the existence of any hazard or danger in the continued use of latex gloves once a person has developed a latex allergy?

39. If the answer to the preceding interrogatory is in the affirmative, please state:

- (a) the nature of the hazard or dangerous condition;
- (b) how defendant or its consultant acquired such knowledge;

(c) when defendant or its consultant first learned of such condition; and

(d) what action, if any, defendant took to correct such hazard or dangerous condition so as to safeguard the consumers of latex gloves.

40. Did defendant have any notice or knowledge of any occurrences of injury or death caused by latex gloves, even if such gloves were not manufactured by defendant? If so, list the date of each such notice or knowledge and the type of injury or date of death. Also list all actions you took in connection with such notice or knowledge.

41. Has defendant ever issued any warnings, taken any precautions, or conducted any recalls or market withdrawals as a result of complaints or occurrences involving latex gloves? If yes, please provide a complete description for each action taken including, but not limited to,

(a) the date the action was taken;

(b) the defect or hazard to which the action was addressed; and

(c) the name, address, and job title of the person who ordered, directed, or authorized such action.

42. When and how did you first learn about latex allergies and their association with latex gloves and/or powders?

43. Identify the people within defendant who were principally involved with, or responsible for, addressing the

problem of latex allergies including, but not limited to, people in the job categories, departments or who had responsibilities for the following: sales, distribution, marketing, regulatory affairs, research, manufacturing, compliance, complaint department, technical engineering, technical services, advertising, laboratories, quality control, operations, labeling, microbiology, scientific affairs, consumer affairs, product engineering, process engineering, production manager, plant manager, product development and/or development.

44. Identify the people within defendant who were principally involved in the decision whether to place warnings, if any, on packages of latex gloves.

45. Identify the people within defendant who were responsible for coordinating warning and labeling issues for your latex gloves with the federal government.

46. Identify all documents reflecting internal minutes of all meetings and notes therefrom where the issue of latex allergy was discussed.

47. Have you ever undertaken a cost analysis relative to latex allergies regarding the cost of remediation versus the cost of potential litigation?

(a) Even if you claim a privilege in response to this inquiry, was in-house counsel involved in such analysis, and if so, when?

(b) Specifically identify any such documents which

pertain to such analysis.

48. State whether there was, or is, in force and in effect one or more policies of public liability insurance, including excess, reinsurance policy, or otherwise, which would inure to the benefit of the plaintiffs should they be successful in the instant action.

49. If your answer to the preceding Interrogatory is in the affirmative, as to each policy, please identify the company issuing the policy, the policy number, the policy period and the debt limitations of liability under the said policy.

50. With reference to each policy identified in answer to the preceding Interrogatory, state whether the company issuing each policy has disclaimed or obtained a non-waiver agreement or reservation of rights agreement or any other such agreement.

51. With reference to each policy identified in answers to the preceding Interrogatories, state the self-insured retainage.

52. With reference to each policy identified in answers to the preceding Interrogatories, state whether or not there is any reason why each company identified would not be able to provide indemnification in the event of a covered loss.

53. Identify all companies with whom you have contracted to provide risk management services.

54. Describe your policies, procedures, protocols, rules and/or regulations relating to retention and/or preservation of documents, said description to include, but not be limited to,

the following:

(a) the manner and method by which documents are to be preserved;

(b) the place or places where documents are retained;

(c) under whose supervision and control documents are retained;

(d) under what circumstances documents may be put into storage;

(e) if documents are put into storage, identify those storage facilities;

(f) under what circumstances documents may be destroyed, and the method and manner of destruction;

(g) whether or not documents are ever transferred to microfilm, microfiche, computer, or any other like type process, and, if so, the policy pursuant to which said transfer is permitted; and

(h) if the documents are transferred to microfilm, microfiche, computer, or any like type process, where the microfilm, microfiche, computer tapes, or any like type process, are stored.

55. Identify every trade organization or association in which you are currently, or ever have been, a member, or with which you are currently, or ever have been, affiliated and set forth the dates of such membership or affiliation.

56. For each trade organization or association identified in

the preceding interrogatory, state:

- (a) the nature of your relationship;
- (b) the principal purpose of the trade association or organization; and
- (c) identify the person(s) who represented you in such trade association or organization and the time periods of such representation.

57. To the extent not covered by your response to any other Interrogatory herein, please state whether or not you are currently, or have ever been, a member or affiliated with any of the following groups:

- (a) Health Industry Manufacturers Association;
- (b) The Rubber Research Institute of Malaysia;
- (c) The Malaysia Rubber Bureau;
- (d) The Malaysian Rubber Producers' Research Association;
- (e) The Malaysian Rubber Research and Developmental Board; and/or
- (f) The Latex Advisors Association.

58. If the answer to the preceding Interrogatory is in the affirmative, for each such group, state:

- (a) the nature of your relationship with the group;
- (b) the principal purpose of the group; and

(c) identify the person(s) who represented you in each group and the time periods of such representation.

SHRAGER, McDAID, LOFTUS, FLUM & SPIVEY

BY: 


David S. Shrager
Joanna Hamill Flum
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

ATTORNEYS FOR PLAINTIFFS

6/26/97

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of July, 1997, a true and correct copy of the foregoing Master Interrogatories of Plaintiffs Addressed to All Defendants - First Set was served on all counsel by first class mail, postage pre-paid.


Jeanne L. Rensberger

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES :
PRODUCTS LIABILITY : MDL DOCKET NO.: 1148
LITIGATION : (All Cases)
 : Judge Edmund V. Ludwig

MASTER REQUEST FOR PRODUCTION OF DOCUMENTS OF PLAINTIFFS
ADDRESSED TO ALL DEFENDANTS - FIRST SET

Plaintiffs, pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, hereby request that defendants supply within 30 days at the offices of Ralph Knowles, Jr., Esquire, Doffermyre, Shields, Canfield, Knowles & Devine, Suite 1600, 1355 Peachtree Street, Atlanta, Georgia 30309-3269, the originals or authentic and legible copies of the documents hereinafter identified.

I. INSTRUCTIONS

1. Each request should be responded to separately.
2. This request is continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure.
3. If any request is not responded to under any claim of privilege, the following shall be provided with respect to such information: (a) every person to whom such information or document has been communicated by defendant and from whom such information or document was learned by defendant, (b) the date of such communication, (c) the subject matter of such

information, or communication and (d) the basis upon which such privilege is claimed.

4. Unless otherwise noted, these requests seek documents for the time period of January 1, 1978 through the present.

5. It is the specific intent of these requests to have the defendant produce specific documents identified by bates stamp number(s). It is not sufficient, and violative of the Federal Rules of Civil Procedure, to respond to such requests for specific documents by referring to volumes of documents. See, e.g. Scripps Clinic & referring to volumes of documents. See, e.g. Scripps Clinic & Research Foundation v. Baxter Travenol Laboratories, Inc., No. 87-140-CMW, 1988 U.S. Dist. LEXIS 7495 (D. Del. June 21, 1988); Holben v. Coopervision, Inc., 120 F.R.D. 32, 33-34 (E.D. Pa. 1988); United States v. Chevron U.S., Inc., No. 88-6681, 1989 U.S. Dist. LEXIS 10236 (E.D. Pa. Aug. 30, 1989); Penza v. Drexel Burnham Lambert, Inc., No. 88-6809, 1989 U.S. Dist. LEXIS 10193 Aug. 28, 1989); Sabel v. Mead Johnson & Co., 110 F.R.D. 553 (D. Mass.), later proceedings 112 F.R.D. 211 (D. Mass. 1986); Derson Group, Ltd. v. Right Management Consultants, Inc., 119 F.R.D. 396 (N.D. Ill. 1988).

6. All documents shall be produced in separate groups of documents responsive to each separate request.

7. All definitions set forth below shall be carefully regarded.

II. DEFINITIONS

As used in these requests, the following definitions shall apply unless otherwise specifically noted:

1. The word "defendant" means the defendant to whom this Request is directed, including all departments, divisions, affiliations, parents and subdivisions and all officers, directors, agents, employees and representatives, including attorneys, acting on each entity's behalf.
2. The words "plaintiff" or "plaintiffs" mean the plaintiff or plaintiffs herein including all agents and representatives acting on their behalf.
3. The words "you" or "your" mean defendant as defined above.
4. The word "document" means the original and non-identical copies (whether different from the original because of notes made on such copy or otherwise) of every writing or record, however produced, reproduced, or preserved, including but not limited to every book, pamphlet, periodical, letter, drawings, graphs, charts, photographs, phono records, memorandum, telegram, report, record, contract, memorandum or notes reflecting an oral communication, handwritten or other notes, diary entry, calendar, notes from a meeting, financial statement, financial report, income statement, balance sheet, bank record, voucher, invoice, tabulation, index, tape, disc, data sheet, data processing card,

computer printout, data compilation and every other written, typed, recorded, transcribed, filed or graphic matter, except such documents as are immune from production under applicable provisions of law. The word "document" also includes all of the aforesaid documents produced either during discovery or at trial in any other state or Federal lawsuit involving latex allergies wherein you are, or were, a party. The phrase "data compilation" means any material stored on or recoverable through a computer or other storage or retrieval system.

5. The phrase "documents relating to" is intended to refer to documents which in whole or in part relate to the designated category of information described.

6. The word "person" means individuals, firms, partnerships, corporations, proprietorships, associations, governmental units, and every other type of organization or entity.

7. The word "date" means the exact day, month, and year, if ascertainable; otherwise, the word "date" means the best available approximation (including relationships to other events).

8. "And" as well as "or" shall be construed conjunctively or disjunctively, as necessary, to bring within the scope of any subparagraph all information which might otherwise be construed to be outside the scope.

9. Whenever necessary to bring within the scope of the request information which might otherwise be construed to be

outside the scope, (i) the use of a verb in any tense shall be construed as a verb in all other tenses; (ii) the use of the singular shall be construed as the use of the plural, and vice versa; and (iii) "any" includes "all" and "all" includes "any."

REQUESTED DOCUMENTS

(NOTE the following in addition to the other instructions set forth above: (a) time frame as set forth in instruction number I.4.; and (b) direction set forth in instruction number I.5. to identify the produced documents by bates stamp number(s).)

1. All documents relied upon by your experts to support their opinions in this case.

2. The curricula vitae of all experts you intend to call as expert witnesses in the trial of this case.

3. All documents that you may use as exhibits at the trial of this case.

4. To the extent not produced in response to any other request herein, all documents which you relied upon in preparing your Answers to Interrogatories or which pertain or relate to the subject matter of each interrogatory.

5. All documents which establish your relationship with any latex glove manufacturing facility, whether or not you obtained latex gloves from such a facility, between 1978 and the present.

6. All documents related to each complaint or notice of problem or adverse event, including but not limited to the actual complaint or notice, received by, or known to, you arising as a

result of the use of each type of latex glove which you sold, manufactured and/or distributed. In response to this Request, you may redact the names of the reporters of adverse events in compliance with any applicable FDA regulations only.

7. All documents describing or making reference to any actions you took in response to each complaint or notice of problem or adverse event received by you regarding the use of any latex glove products which you sold, manufactured and/or distributed. (This request asks for documents that describe what actions were taken after receipt of such complaint or notice of problem or adverse event, not just documents showing whether defendant made any changes as a result of such complaint or notice of problem or adverse event.)

8. All warnings prepared by you, and all drafts of those warnings, regarding the potential hazard of exposure to latex gloves and/or latex allergy.

9. All documents exchanged between you and the federal government regarding warnings and labeling of latex gloves and the potential hazard of latex allergy.

10. All federal regulations you contend govern the design, manufacture and/or distribution of any of the latex glove brands you sold, manufactured and/or distributed.

11. All documents detailing the manufacturing process used to make the latex gloves, whether manufactured by you or by any latex glove manufacturing facility from which you obtained latex

gloves, including, but not limited to, providing a list of the ingredients used in the process, the timing of each step of the manufacturing process and the timing of storage of the gloves before shipment.

12. All documents detailing what changes were made in the manufacturing process used to make latex gloves, whether manufactured by you or by any latex glove manufacturing facility from which you obtained latex gloves, for the purpose of reducing the elutable proteins.

13. All regulations, rules, laws, statutes or guidelines that you contend govern the manufacture, sale, distribution and/or labeling requirements of latex gloves.

14. All documents and handouts you obtained at seminars or conferences known to you which your managing personnel have attended which concerned reactions or allergies to latex products or proteins or safe methods of manufacturing latex products.

15. All documents and handouts which you prepared or generated for distribution at seminars or conferences in which you participated which concerned reactions or allergies to latex products or proteins or safe methods of manufacturing latex products.

16. All documents generated during the ordinary course of your business investigating the percentage of the following groups of people who are allergic to natural latex proteins: the general population, health care workers generally, operating and

emergency room personnel and people with spina bifida.

17. All documents generated by you reflecting what percentage of the market share of latex gloves you had from 1978 to the present.

18. All documents reflecting your knowledge of any occurrences of injury or death caused by exposure to latex gloves or an environment where latex gloves are frequently used, even if such gloves were not manufactured by you.

19. All documents reflecting any recalls or market withdrawals issued by you whether or not as a result of complaints or injuries involving latex gloves.

20. All documents reflecting when you first learned about latex allergies and their association with latex gloves and/or powders.

21. All value analyses or studies including but not limited to cost/benefit analyses based on data of injuries caused by exposure to latex gloves and powders, and/or the cost to you on a per claim basis for injuries related to exposure to latex glove products which you sold, manufactured and/or distributed.

22. To the extent not produced in response to any other Request herein, all documents exchanged between you and any local, state or federal government or governmental agency or organization, regarding:

(a) latex allergy or reaction;

(b) labeling or warnings on latex products or natural

latex proteins regarding latex allergy or reaction; or
(c) the manufacture of latex gloves to reduce allergens therein.

23. All documents exchanged between and among you and the Health Industry Manufacturers Association, The Rubber Research Institute of Malaysia, the Malaysia Rubber Bureau, the Malaysian Rubber Producers' Association, the Malaysian Rubber Research and Development Board, or any similar trade organization or association, regarding:

- (a) latex allergy or reaction;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or
- (c) the manufacture of latex gloves to reduce allergens therein.

24. All internal minutes of all meetings or notes therefrom where the following issues were discussed:

- (a) latex allergy or reaction;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or
- (c) the manufacture of latex gloves to reduce allergens therein.

25. All documents exchanged between and among you and your departments, affiliations, divisions, parents, subdivisions and/or subsidiaries regarding:

- (a) latex allergy or reaction;

(b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or

(c) the manufacture of latex gloves to reduce allergens therein.

26. All documents exchanged between and among you and every latex glove manufacturing facility from which you obtained latex gloves regarding:

(a) latex allergy or reaction;

(b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or

(c) the manufacture of latex gloves to reduce allergens therein.

27. To the extent not produced in response to any other Request herein, all documents regarding the following:

(a) latex allergy or reaction;

(b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or

(c) the manufacture of latex gloves to reduce allergens therein.

28. All documents circulated by you, whether created by you or from another source, reflecting alternative methods of manufacturing latex gloves which might impact the amount of natural latex proteins in the latex gloves you manufactured or distributed.

29. All documents discussing the term "hypo-allergenic" in

relation to latex gloves or products sold, manufactured and/or distributed by you.

30. The design manual or manuals for the manufacture of latex gloves at each of your manufacturing facilities and at each of the manufacturing facilities from which you obtained latex gloves for sale or distribution.

31. All documents describing the manufacturing process used by your company in making latex gloves and by each of the manufacturing facilities from which you obtained latex gloves for sale or distribution.

32. All documents in your possession, or known or available to you, reflecting tests conducted to determine the safety of latex gloves.

33. Five samples of each type of latex glove which you sold, manufactured and/or distributed.

34. All training, instructional and sales literature given to your sales representatives.

35. All documents provided to sales representatives for their use in making sales calls and sales including but not limited to order forms and invoices.

36. All labels, package inserts, glove boxes, advertisements, sales brochures, promotional literature, sales handbooks, instructions to salesmen, instructions to detail men, direct mail material, Dear Doctor letter or Dear Customer letter (including but not limited to those materials distributed by your

sales representatives to hospitals, doctors and other potential customers) mentioning, dealing with, relating to or referring in any way to latex gloves which you sold, manufactured and/or distributed.

37. All documents sent to or received from the Federal Drug Administration mentioning, dealing with, relating to or referring in any way to any type of latex glove which you sold, manufactured and/or distributed.

38. All journal articles, newspaper articles, or press releases concerning any type of latex glove which you sold, manufactured and/or distributed.

39. All medical literature, scientific studies, documents, brochures, general literature, newspaper articles, press releases or transcripts of electronic media programming dealing with latex gloves and the potential hazard of latex allergy.

40. All scientific, research, marketing and/or manufacturing studies known to you in which the following are discussed, addressed, analyzed, or in any other way mentioned:

- (a) latex allergy or reaction;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or
- (c) the manufacture of latex gloves to reduce allergens therein.

41. All documents exchanged between and among any persons or

organizations whom you retained to study, analyze, give an opinion upon or in any other way address, whether in whole or in part, the following:

- (a) latex allergy or reaction;
- (b) labeling or warnings on latex products or natural latex proteins regarding latex allergy or reaction; or
- (c) the manufacture of latex gloves to reduce allergens therein.

42. All documents describing your policies, procedures, protocols, rules and/or regulations relating to retention and/or preservation of documents, to include, but not be limited to, documents relating to the following:

- (a) the manner and method by which documents are to be preserved;
- (b) the place or places where documents are retained;
- (c) under whose supervision and control documents are retained;
- (d) under what circumstances documents may be put into storage;
- (e) if documents are put into storage, identify those storage facilities;
- (f) under what circumstances documents may be destroyed, and the method and manner of destruction;
- (g) whether or not documents are ever transferred to

microfilm, microfiche, computer, or any other like type process, and, if so, the policy pursuant to which said transfer is permitted; and

(h) if the documents are transferred to microfilm, microfiche, computer, or any like type process, where the microfilm, microfiche, computer tapes, or any like type process, are stored.

43. Every patent relating to:

(a) latex gloves which you sold, manufactured and/or distributed; and

(b) the process according to which the latex is produced.

44. For each of the above patents, the following:

(a) the patent application;

(b) the file wrapper; and

(c) all correspondence between your patent attorney of record and the Patent Trademark Office.

SHRAGER, McDAID, LOFTUS, FLUM & SPIVEY

BY: 

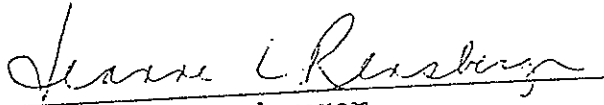
David S. Shrager
Joanna Hamill Flum
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

ATTORNEYS FOR PLAINTIFFS

6/26/97

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of July, 1997, a true and correct copy of the foregoing Master Request for Production of Documents of Plaintiffs Addressed to All Defendants - First Set was served on all counsel by first class mail, postage pre-paid.



Jeanne L. Rensberger

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION
(All Cases)

MDL NO. 1148
(All Cases)

Judge Edmund V. Ludwig

REVISED DEFENDANTS' MERITS REQUESTS FOR
PRODUCTION OF DOCUMENTS TO ALL PLAINTIFFS - FIRST SET

Defendants, pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, hereby request that Plaintiffs produce for inspection and copying, on or before February 28, 1999, the documents identified herein, in accordance with the following Instructions and Definitions.

INSTRUCTIONS

1. The singular shall include the plural and the plural shall include the singular. A masculine, feminine, or neuter pronoun shall not exclude the other genders.
2. If you object to, or otherwise decline to respond to any portion of a document request, pursuant to Case Management Order No. 20, please provide all documents called for by that portion of the request to which you do not object or to which you do not decline to answer. If you object to a request on the ground that it is too broad (i.e., that it calls both for documents which are relevant to the subject matter of the action and documents which are not), please provide such documents as are concededly relevant. If you object to a request

on the ground that to provide documents would constitute an undue burden, please provide such requested documents as can be supplied without undertaking an undue burden.

3. These document requests seek the disclosure and production of evidence, if any, which supports your contentions in this action, and any of the Defendants may seek a preclusionary order barring the admission of any evidence at trial which is not fully set forth in advance of trial to enable the Defendants to respond thereto.

4. All objections or answers to these requests which fail or refuse fully to respond to any document request on the ground of any claim or privilege of any kind shall, in the form previously agreed upon by the parties:

- a) state the nature of the claim of privilege;
- b) state all facts relied upon in support of the claim of privilege or related thereto;
- c) identify all documents related to the claim of privilege;
- d) identify all persons having knowledge of any facts related to the claim of privilege; and
- e) provide a description of each document withheld sufficient to validate the privilege claimed, including the date of each document, its author and all recipients.

5. These requests are continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure. You shall be required to supplement your responses and production of documents as the existence of additional information or

documents becomes known to you or your counsel. You shall also be required to correct any response if you learn that it is incorrect, incomplete, or inaccurate.

6. These requests are intended to cover all documents and tangible things in your possession or subject to your custody or control. If any document or tangible thing described in the requests or responses thereto was, but no longer is, in your custody or control, or in existence, state whether:

- a) it is missing or lost;
- b) it has been destroyed;
- c) it has been transferred, voluntarily or involuntarily, to others; or
- d) it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directing or authorizing same, and the date(s) thereof. Identify each document by listing its author, the author's address, type of document, date, subject matter, present location(s) and custodian(s), and state whether the document (or copies) are still in existence.

7. The time period covered by these requests shall be January 1, 1978 through the present, unless otherwise specified herein.

DEFINITIONS

Defendants specifically incorporate the definitions set forth in Defendants' Merits Interrogatories to All Plaintiffs -- First Set (served herewith), as though fully set forth herein.

REQUESTS

REQUEST NOS. 1-4.

Objections sustained.

REQUEST NO. 5.

All photographs which document, reflect, or show any injuries referenced in your Complaint or any other injuries you allege were caused, or exacerbated by, exposure to latex gloves.

REQUEST NO. 6.

All x-rays or MRIs which document, reflect, or show any injuries referenced in your Complaint or any other injuries you allege were caused, or exacerbated by, exposure to latex gloves.

REQUEST NO. 7.

All of your medical records from the date of your birth to the present.

REQUEST NO. 8.

All documents concerning your use of, or exposure to, latex gloves.

REQUEST NO. 9.

All documents concerning your use of, or exposure to, gloves made from a material or substance other than latex.

REQUEST NO. 10.

Deferred by agreement of counsel.

REQUEST NO. 11-12.

Objections sustained.

REQUEST NO. 13.

All documents reflecting the cost to you to participate in any employer-sponsored health insurance or dental insurance plans for the employers listed in your response to Defendants' Merits Interrogatory Nos. 8 and 11 to All Plaintiffs -- First Set.

REQUEST NO. 14.

All records from any agency with which you have dealt concerning unemployment compensation.

REQUEST NO. 15.

Objections sustained.

REQUEST NO. 16-18.

All federal and state tax returns, or authorizations for same, for the seven years preceding your diagnosis with latex allergy, to the present. If unavailable, social security earnings information, or signed authorizations for same, shall be given for the same period.

REQUEST NO. 19.

Your calendars, appointment books, date books, journals, or similar appointment maintenance documents from January 1, 1975 to the present.

Plaintiff may submit information to the Special Master for redaction of unnecessary information.

REQUEST NO. 20.

All documents concerning any lawsuit, claim, or legal proceeding other than this one, including insurance claims, in which you have claimed or asserted that you suffered any injury or condition.

Plaintiff may submit documents to the Special Master for redaction of unnecessary information.

REQUEST NO. 21.

Objection sustained.

REQUEST NO. 22.

All documents in your possession or control relating to any latex gloves manufactured by any defendant.

REQUEST NO. 23.

Objection sustained.

REQUEST NO. 24.

All communications prior to the date your Complaint was filed to or from your employer(s) concerning latex allergy or, more specifically, any physical reactions you experienced and attributed to latex allergy.

REQUEST NO. 25.

All documents obtained by you prior to the date your Complaint was filed, and all documents written or created by you at any time, concerning or referencing: (a) latex hypersensitivity; (b) allergic reactions to latex; (c) sensitivities to latex; (d) sensitivities and/or reactions to additives and/or chemicals in latex products.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 26.

All documents obtained by you prior to the date your Complaint was filed, and all documents written or created by you at any time, concerning your awareness or belief that the use of, or exposure to, latex gloves or other latex products could cause a physical reaction or manifestation of any kind.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 27.

All documents obtained by you prior to the date your Complaint was filed, and all documents written or created by you at any time, discussing alleged risks of safety concerning exposure to latex containing products, or any alleged impact it may or may not have on humans, including but not limited to newspaper articles, scientific studies, health and fitness publications, union or other organizational newsletters, bulletins, or brochures.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 28.

All documents obtained by you prior to the date your Complaint was filed, and all documents written or created by you at any time, concerning any guidelines, procedures, requirements, recommendations, protocols, or precautions for the use of:

- a) gloves or other barrier protection devices for the hands;

- b) natural rubber latex;
- c) latex gloves;
- d) synthetic gloves;
- e) vinyl gloves;
- f) nitrile gloves; and
- g) glove liners.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 29.

All documents relating to ELASTIC or any other support or information group concerning latex allergies, including but not limited to communications from you, or received by you, from such groups concerning latex allergies.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 30.

Each and every issue of Latex Allergy News.

Plaintiffs should produce each issue of Latex Allergy News in his/her possession, custody or control. However, once a full set of Latex Allergy News have been produced to defendants, plaintiffs may respond simply by identifying those issues in their possession, custody or control.

REQUEST NO. 31.

All documents concerning latex allergy issued or distributed by public or private organizations, including without limitation, the American Nursing Association, the Food and Drug Administration, the Center for Disease Control, the American Medical Association, the Occupational Safety and Health Administration, NIOSH, the Health Industry Manufacturing Association, and the Academy of Immunology and Allergy.

Plaintiffs will be allowed to identify documents (such as an article in a magazine) rather than having to produce them for inspection and copying, so long as plaintiffs identify the documents with particularity and the documents are reasonably accessible by defendants.

REQUEST NO. 32.

Any documents concerning, constituting, or containing statements of witnesses, or any persons purporting to have been witnesses, relating to any allegation of your Complaint.

REQUEST NO. 33.

Expert discovery. Deferred by agreement to expert discovery phase of the MDL.

REQUEST NO. 34.

Objections sustained.

REQUEST NO. 35-36.

Expert discovery. Deferred by agreement to expert discovery phase of the MDL.

REQUEST NO. 37.

All documents not previously produced concerning any communications between you and anyone else regarding latex hypersensitivity, use of, or exposure to, latex gloves, allergic reactions, this lawsuit, or any claim in this lawsuit.

REQUEST NO. 38.

All pictures, photographs, audio tapes, videotapes, drawings, charts or maps not previously produced which were prepared or generated by any person and which refer directly or indirectly to the incidents, acts, or omissions described in your Complaint, including any recordings or references to of any media appearances you have made, or articles you have written, concerning latex gloves or latex allergy.

REQUEST NO. 39.

All documents concerning the injuries you allegedly suffered in connection with your use of, or exposure to, latex gloves.

REQUEST NO. 40.

All documents concerning any damages which you claim or will claim in this action.

REQUEST NO. 41.

Copies of W-2s for the earnings history identified by you in response to Defendants' Merits Interrogatory Nos. 8 and 11 to All Plaintiffs -- First Set.

REQUEST NO. 42.

All documents concerning any loss of earnings claim alleged in your Complaint.

REQUEST NO. 43.

All documents concerning any benefits received from any of your employers, including, but not limited to, 401K, pension plans, stock options, profit sharing, insurance (including health, dental and life), etc. Such documentation should include, but not be limited to, documents necessary to determine the present value of any such benefits, benefit

vesting schedules; or other documents reflecting when you will receive any identified benefits.

REQUEST NO. 44.

All documents concerning any matching contributions that have been made or will be made by any of your past or present employers pursuant to any type of benefits plan, including but not limited to, a 401K pension plan, profit sharing, or stock option plan.

REQUEST NO. 45.

Objections sustained.

REQUEST NO. 46.

All documents concerning any efforts taken by you, or on your behalf, to mitigate any loss of earnings damages alleged in your Complaint including, but not limited to, employment application forms, letters, and resumes.

REQUEST NO. 47.

All documents concerning any education or training expenses incurred by you in order to pursue different employment or an alternative career track because of your alleged latex allergy.

REQUEST NO. 48.

All documents concerning your claim that you are, or for a period of time were, unable to work in the health care profession as a result of injuries alleged in your Complaint.

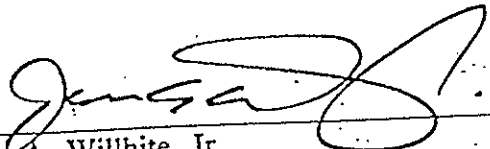
REQUEST NO. 49.

All documents concerning any allergy from which you have ever suffered or any allergic reaction you have ever experienced.

REQUEST NO. 50.

All documents concerning any Type I latex allergic response you have experienced.

Date: February 2, 1999



James A. Willhite, Jr.
Montgomery, McCracken,
Walker & Rhoads, LLP
123 South Broad Street
Philadelphia, PA 19109-1099
(215) 772-1500
Defendants' Liaison Counsel - Service

Alan L. Unikel
Seyfarth, Shaw Fairweather
& Geraldson
55 East Monroe Street, Suite 4200
Chicago, IL 60603-5903
(312) 346-8000
Defendants' Liaison Counsel - Spokesperson

CERTIFICATE OF SERVICE

I, James A. Willhite, Jr., hereby certify that on this 2nd day of February, 1998, I caused a true and correct copy of Revised Defendants' Merits Requests for Production of Documents To All Plaintiffs - First Set to be served as follows:

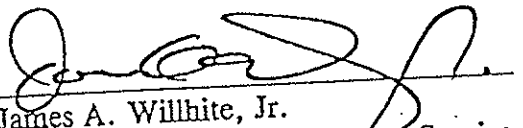
VIA HAND DELIVERY

David S. Shrager, Esquire
Joanna Hamill Flum, Esquire
Shrager, McDaid, Loftus, Flum & Spivey
Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

VIA FACSIMILE AND FEDERAL EXPRESS

Dianne M. Nast, Esquire
Roda & Nast, P.C.
801 Estelle Drive
Lancaster, Pennsylvania 17601

In addition, I have today caused service to be made upon all defendants on the MDL Service List by delivering a copy of said document to Robert Keown of RecordTrak, 501 Allendale Road, King of Prussia, PA 19406, with instructions that he copy said document and distribute copies to defense counsel by the mode specifically selected by each defendant (i.e., by mail, fax or overnight delivery).


James A. Willhite, Jr.
Defendants' Liaison Counsel - Service

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION
(All Cases)

MDL NO. 1148
(All Cases)

Judge Edmund V. Ludwig

REVISED DEFENDANTS' MERITS INTERROGATORIES
TO ALL PLAINTIFFS - FIRST SET

Defendants, pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby request that Plaintiffs answer the following interrogatories under oath and in full accordance with the applicable provisions of the Federal Rules of Civil Procedure on or before February 28, 1999.

I. INSTRUCTIONS

1. These interrogatories are continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure. You shall be required to supplement your responses as the existence of additional information becomes known to you or your counsel. You shall also be required to correct any response if you learn that it is incorrect, incomplete, or inaccurate.
2. If you object to, or otherwise decline to respond to any portion of an interrogatory, pursuant to Case Management Order No. 20, you must provide all information that you do not consider objectionable. If you object to an interrogatory on the ground that it is too broad (i.e., that it calls both for information which is relevant to the subject matter of the action and information which is not), provide such information as is concededly relevant.

If you object to an interrogatory on the ground that to provide information would constitute an undue burden, provide such requested information as can be supplied without undertaking an undue burden.

3. These interrogatories seek the disclosure of evidence, if any, which supports your contentions in this action, and any of the Defendants may seek a preclusionary order barring the admission of any evidence at trial which is not fully set forth in advance of trial to enable the Defendants to respond thereto.

4. All objections or answers to these interrogatories which fail or refuse fully to respond to any interrogatory on the ground of any claim of privilege of any kind shall:

- a. state the nature of the claim of privilege;
- b. state all facts relied upon in support of the claim of privilege or related thereto;
- c. identify all information related to the claim of privilege;
- d. identify all persons having knowledge of any facts related to the claim of privilege; and
- e. provide a description of the information withheld sufficient to validate the privilege claimed.

5. In answering each interrogatory, identify and produce all documents in your possession or control or in the possession or control of your employees or agents and all other persons acting or purporting to act on your behalf which contain the information used to answer the interrogatories.

6. If documents are not attached to the answers to these interrogatories, state the substance of such document and give an explanation as to why the document or documents are not being attached.

7. These interrogatories seek all information in your possession or subject to your custody or control. If any information described in the interrogatories or responses thereto was, but no longer is, in your custody or control, or in existence, state whether:

- a. it is missing or lost;
- b. it has been destroyed;
- c. it has been transferred, voluntarily or involuntarily, to others; or
- d. it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directing or authorizing same, and the date(s) thereof. Identify any document by listing its author, the author's address, type of document, date, subject matter, present location(s) and custodian(s), and state whether the document (or copies) are still in existence.

8. The singular shall include the plural and the plural shall include the singular.

9. A masculine, feminine, or neuter pronoun shall not exclude the other genders.

10. The time period covered by these interrogatories shall be January 1, 1978 through the present, unless otherwise specified herein.

DEFINITIONS

1. "Document" shall be given the broadest meaning possible under the Federal Rules of Civil Procedure. By way of example, "document" means any written, recorded, or graphic material, whether prepared by you or by any other person, that is in your possession, custody, or control, including memoranda, reports, letters, telegrams, electronic mail, other electronic correspondence, and any other communications or information recorded in any form or medium; notes, minutes, and transcripts of conferences, meetings and telephone or other communications; transparencies, view-graphs, foils, slides, handouts, and multimedia presentations; contracts and other agreements; statements, ledgers, and other records of financial matters or commercial transactions; notebooks and diaries; plans and specifications; publications; photographs; diagrams, graphs, charts, and other drawings; photocopies, microfilm, and other copies or reproductions; audio and video recordings; tape, disk (including all forms of magnetic, magneto-optical, and optical disks), and other electronic recordings; financial models, statistical models and other data compilations; and computer printouts. The term includes all drafts of a document; the original document (or a copy thereof if the original is not available); and all copies that differ in any way from the original (including as to any notations, underlining, or other markings). The term also includes information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations.
2. "Tangible thing" or "tangible item" shall mean any physical object, physical evidence laboratory exhibit, clothing, item, utensil, tool, specimen, and the like.

3. "Related to" or "relating to" means consisting of, referring to, pertaining to, reflecting, supporting, prepared in connection with, used in preparation for, or being in any way legally or logically connected with the matter discussed.

4. "Including" shall mean "including but not limited to."

5. "And" shall include "or" and "or" also shall include "and."

6. "Identify" or "identity" with respect to a document or tangible thing shall mean to set forth the type of document or tangible thing (e.g., letter), its date of creation, author(s), recipient(s), title, if any, and subject matter. If a document is no longer in your possession, custody or control, so state and identify the document to the best of your knowledge and state what disposition was made of it, when and by whom.

7. "Identify" or "identity" with respect to a natural person shall mean to set forth his or her name, his or her business position and affiliation at the time in question, his or her last known business position and affiliation, and if he or she is not currently employed by you, his or her last known business and home addresses, including telephone numbers. Once a person has been fully identified in your answer, such person may be identified thereafter by name alone.

8. "Identify" or "identity" with respect to a person other than a natural person shall mean to set forth its name and principal business address, the nature of its business and the name and position of the individual purporting to act or speak for it or on its behalf

9. "Communication" refers to any transfer of information, ideas, opinions or thoughts by any means, at any time or place, under any circumstances, and is not limited to written or verbal transfers between natural persons, but includes all other transfers, including

electronic transfers, transfers of information stored on computer disk or computer memory, and memoranda to file.

10. The term "identify" as used herein in connection with a "communication" requires that you state (a) the date of the communication, (b) its type (e.g., letter, phone call, or face to face meeting), (c) the identity of each participant (see the definitions of "identify" as used in connection with persons, above), (d) its place, if a face to face meeting, (e) the identity of each document constituting or reflecting the communication (see the definitions of "identify" as used in connection with documents, above) and (f) the substance of the communication.

11. "You" and "Your" shall mean the Plaintiff, individually and, where appropriate, any representative, agent, or attorney or prior attorney of the Plaintiff.

12. "Plaintiff" or "Plaintiffs" shall mean the Plaintiff or Plaintiffs herein individually and, where appropriate, any representative, agent, or attorney or primary attorney of the Plaintiff.

13. "Defendant" or "Defendants" shall mean any of the Defendants named in the instant action and, where appropriate, any director, officer, employee, agent or attorney therefor.

14. "Health or mental care provider" shall mean any person who is or has in the past been licensed or certified in the health or mental care profession, including, but not limited to, physicians, doctors, surgeons, obstetricians, pediatricians, dermatologists, psychiatrists, psychologists, psychotherapists, allergists, nurses and chiropractors.

15. "Latex glove" shall mean any product which is or was used to fully or partially cover the hand and which was produced, in whole or part, from natural rubber latex.

16. "Latex product" shall mean any product or item manufactured, in whole or any part, from natural rubber latex.

17. The plaintiffs and defendants have a disagreement as to the proper definition of the terms "Type I latex allergy" or Type I latex hypersensitivity." Plaintiffs and defendants will work upon an agreed definition of that term. For purposes of discovery only, plaintiffs will respond to any discovery requests relating to "latex allergy" by treating the term in a plain English sense, that is, any adverse physical reaction caused by exposure to latex. Defendants recognize that the plaintiffs in MDL 1148 claim that they are suffering from Type I latex allergy or Type I latex hypersensitivity. Defendants also recognize that plaintiffs do not concede that a cause of action accrues in the respect of a claim based on the above definition of "latex allergy."

INTERROGATORY NO. 1:

Identify each and every person who participated in the process of answering these interrogatories and describe the nature of their relationship, if any, to you.

INTERROGATORY NO. 2:

State your full name, sex, current address, date of birth, place of birth, and social security number. Also, set forth your maiden name and any other name(s) you have used in the past.

INTERROGATORY NO. 3:

State whether you have ever been married, and if so, state the full name and address of each spouse, the date and place of each such marriage and, if applicable, the date and manner of termination of the marriage.

INTERROGATORY NO. 4:

State the full name, current address and date of birth of each of your children.

INTERROGATORY NO. 5:

State the address of each of your residences. If you have ever changed or moved from your residence due to any health reasons, please state the following:

- (a) the conditions for which you changed or moved from your residence;
- (b) the date you changed or moved from your residence; and,
- (c) the name and address of the person or organization who advised you to change or move from your residence.

INTERROGATORY NO. 6:

For every school or other training course you have ever attended, including high schools, technical institutes, colleges, universities, in-house seminars, outside seminars and specialty training courses, state:

- (a) name;
- (b) address;
- (c) dates of attendance;
- (d) degrees, diplomas, and highest levels of education completed;
- (e) field of study;
- (f) honors;

- (g) awards;
- (h) citations; and
- (i) [withdrawn]

Answer these sections only as they apply to high school and later. Plaintiffs agreed to provide a signed authorization to photocopy and release school records.

INTERROGATORY NO. 7:

If you have ever been a member of the Armed Forces of the United States or any other sovereignty, state the following:

- (a) the inclusive dates, branch of service, your service or serial number, and, if you received a medical discharge, the basis therefor;
- (b) whether you ever claimed or received benefits from the Veteran's Administration for injury or disability, listing those benefits, and the name and address of each doctor and institution that examined and treated you;
- (c) whether you ever used or were exposed to latex gloves while in the Armed Forces, identifying all such gloves by manufacturer; and
- (d) identify all documents, communications or tangible items which refer or relate to the above subjects with regard to your membership in the Armed Forces.

INTERROGATORY NO. 8:

If you are currently employed, whether part-time, full-time, or self-employed, provide the following information:

- (a) employer's name, address, and telephone number; the month and year you started your current employment;
- (c) the nature of business;
- (d) salary or hourly rate;
- (e) benefits, including insurance (health, dental life), 401K, pension plan, profit sharing, performance bonus, stock options, automobile allowance, other;

- (f) description of the job;
- (g) the minimum educational requirements for the job;
- (h) duties;
- (i) responsibilities;
- (j) any promotions received;
- (k) any demotions received;
- (l) your current job title;
- (m) any past job titles or positions and primary duties, including the dates that you held such job titles or positions;
- (n) identify your current and past supervisors for your present employer, including the dates that those individuals were your supervisors; and
- (o) [withdrawn]

INTERROGATORY NO. 9:

Identify (a) any offers of employment which you have had since the date of your alleged injury but which you rejected; (b) any corresponding salary or wage offers; and (c) your reasons for rejecting the offers of employment.

INTERROGATORY NO. 10:

If you are not currently employed, please identify the reasons why you are not currently employed.

INTERROGATORY NO. 11:

Please identify all prior employment. Include full-time, part-time, or self-employment. For each prior employment, provide the following employment history;

- (a) employer's name, address, and telephone number;
- (b) month and year you started and ended employment;

- (c) nature of business;
- (d) salary or hourly rate;
- (e) benefits, including insurance (health, dental, life), 401K pension plan, profit sharing, performance bonus, stock options, automobile allowance, other;
- (f) description of job;
- (g) whether you had any expectations during this employment concerning the growth of your salary or other compensation; if so, state what your expectations were in this regard, and identify any document, including but not limited to employment contracts or collective bargaining agreements, upon which your expectations were based;
- (h) duties;
- (i) responsibilities;
- (j) promotions;
- (k) demotions;
- (l) past job titles and positions, including dates that the respective job titles or positions were held;
- (m) identify your current and past supervisors, including the dates that they were your supervisors;
- (n) reasons for leaving; and
- (o) withdrawn

INTERROGATORY NO. 12:

If you are currently self-employed, have been self-employed in the past, or worked for a business entity which you or a member of your immediate family owned part or all of, provide the following information:

- (a) state and federal tax returns for the seven years prior to the date of diagnosis of your alleged latex injury (and for the year in which the injury occurred, as well as all subsequent years) for the legal entity by which you are or were employed;

- (b) year-end detailed payroll summaries as reported to the IRS for the legal entity by which you are or were employed for all years listed in (a); and
- (c) complete financial statements for all years listed in (a) for the legal entity by which you are or were employed.

Plaintiffs may respond to this interrogatory by identifying and producing federal and state tax returns and/or other documents identifying their taxable income. If tax returns are unavailable to plaintiffs, they may produce signed authorizations for the release to defendants of the tax returns.

INTERROGATORY NO. 13:

Please provide your annual earnings (from all sources) for the past seven years. If you worked at two or more occupations during any annual period, please identify the periods for which you worked the different occupations, the occupations and the salary or income attributable to each occupation. If the occupations were in different industries, identify the respective industries. If earnings are for less than a full year, please identify the portion of the year for which you received the earnings.

INTERROGATORY NO. 14:

State whether you have ever been convicted of a crime, including a misdemeanor or felony, and, if so, set forth the date, the nature and location of the offense, and the court in which you were convicted.

Plaintiffs shall submit any felony or misdemeanor convictions in camera to the Special Master, who will rule on their disclosure under Fed. R. Evid. 609.

INTERROGATORY NO. 15:

For each illness, injury, sickness, disease, disorder (including but not limited to allergies or asthma, but excluding mental, psychiatric or psychological disorders) or surgical operation

that you have experienced at any time in your life, other than those at issue in this lawsuit, please state the following:

- (a) The nature, extent and specific location of each such injury, illness, sickness, disease, disorder, or operation;
- (b) the date and place of each injury, illness, sickness, disease, disorder, or operation;
- (c) a detailed description of your symptoms, and/or surgery performed;
- (d) a brief description of where and how you sustained the injury, illness, sickness, disease, disorder, or operation;
- (e) the approximate date of your recovery in each such case;
- (f) if you did not fully recover, the date your condition became stable and a description of your condition at that time; and
- (g) the identity of each document or tangible thing relating to each such injury, illness, sickness, disease, or operation.

INTERROGATORY NO. 16:

For each condition for which you sought consultation or treatment in response to Interrogatory No. 15, and for routine pediatric and gynecological care, identify the name and address of each health care provider whom you have ever seen for consultation, examination, or treatment. With respect to each such consultation, examination, or treatment, identify the dates of each such consultation, examination, or treatment and each document or tangible thing relating to each consultation, examination, or treatment.

INTERROGATORY NO. 17:

Prior to your exposure to Defendants' latex gloves, have you ever, at any time, either actually suffered from or been told that you have suffered from any complaint, injury, sickness, disease, condition, illness, or disorder (including but not limited to allergies or

asthma) related in any way to the parts, systems or functions of your body which you claim were injured as a result of exposure to defendants' latex gloves. If so, state for each such complaint, injury, sickness, disease, condition, illness, or disorder the following:

- (a) its type, nature, and extent;
- (b) the inclusive dates when you suffered or experienced each;
- (c) the names and addresses of all health or mental care providers or hospitals examining or treating you with regard to each;
- (d) whether or not you have completely recovered from each, and if so, provide the date of such recovery;
- (e) if you have not recovered from each, indicate your present complaints;
- (f) if you claim that any such pre-existing condition was aggravated or worsened as a result of your exposure to defendants' latex gloves, specify the nature of the aggravation or the pre-existing condition; and
- (g) identify all documents or tangible things that relate to each such complaint, injury, sickness, disease, condition, illness, or disorder.

INTERROGATORY NO. 18:

Describe with particularity each injury or illness you allegedly suffered as a result of the acts or omissions alleged in your Complaint, including the following:

- (a) the nature, extent, and specific location of each such injury or illness;
- (b) the inclusive dates and duration you suffered from each such injury or illness;
- (c) whether the injury or illness arose immediately with exposure to latex gloves or at some later time;
- (d) which Defendants' latex gloves were allegedly involved in each such injury or illness;
- (e) the nature, duration, and severity of the symptoms and pain, if any;
- (f) whether the injury or illness was temporary or is permanent;

- (g) the present nature and extent of each injury or illness and whether it appears to be subsiding or getting worse; and
- (h) the identity of each document or tangible thing that relates to each such injury or illness.

INTERROGATORY NO. 19:

For each condition for which you sought consultation or treatment in response to Interrogatory No. 18, identify the name and address of each health care provider whom you have seen for consultation, examination, or treatment. With respect to each such consultation, examination, or treatment, identify the dates of each such consultation, examination, or treatment, state whether such health care provider was identified or suggested by an attorney (including your counsel in this matter), and identify each document or tangible thing relating to each consultation, examination or treatment.

INTERROGATORY NO. 20:

State whether any of your health or mental care providers, in a professional setting, at any time, stated or suggested to you or your attorney, verbally or in writing, that any of the injuries, reactions, restrictions, side effects, or symptoms described in your answers to these interrogatories may have been caused by any factors or reasons other than those alleged in your Complaint. If so, please state the following:

- (a) the full name and address of all persons who made such communications;
- (b) the substance of each such communication;
- (c) whether each such communication was made in writing and if so, identify the writing(s); and
- (d) the date(s) of each communication.

INTERROGATORY NO. 21:

State whether you have undergone testing for latex allergens or proteins, including, but not limited to, testing of your body tissue, blood serum, or body fat. If so, state the following:

- (a) the name and the type of test(s) performed;
- (b) the individual or entity who performed such testing;
- (c) the date(s) of said testing;
- (d) the results of any such testing;
- (e) the present custodian of any records, reports, summaries, analyses, or synopses of any such testing; and
- (f) the identity of each document or tangible thing that relates to each such test.

INTERROGATORY NO. 22:

Objections sustained.

INTERROGATORY NO. 23:

State whether you have ever suffered from any allergy or an allergic or adverse reaction to any latex glove or other latex containing product and, if so, specify the following:

- (a) the latex product to which you have been allergic or had an allergic or adverse reaction;
- (b) a description of the symptoms suffered from each such allergy or reaction;
- (c) the date(s) and duration(s) for each such allergy or reaction;
- (d) the name and address of any health or mental care provider consulted in connection with such allergy or reaction;
- (e) the dates of each such consultation;
- (f) a description of any treatment rendered or medical advice given in connection with such allergy or reaction; and,

- (g) if any claim and/or lawsuit was brought by you or on your behalf pertaining to any such reaction identify the person and/or company against whom each claim was made, the matter in which each claim was made and, if a lawsuit was involved, the court, term, and case number of said lawsuit and the names and addresses of all attorneys of record in the lawsuit.

INTERROGATORY NO. 24:

State whether you have ever suffered from an allergy or an allergic or adverse reaction to any substance other than latex gloves or other latex products, including, but not limited to, food, animals, metal, or bacterial agents and if so, specify the following:

- (a) the substance to which you have been allergic or had an allergic or adverse reaction;
- (b) a description of the symptoms suffered from each such allergy or reaction;
- (c) the date(s) and duration(s) for each such allergy or reaction;
- (d) the name and address of any health or mental care provider consulted in connection with such allergy or reaction;
- (e) the dates of each such consultation;
- (f) a description of any treatment rendered or medical advice given in connection with such allergy or reaction; and
- (g) if any claim and/or lawsuit was brought by you or on your behalf pertaining to any such reaction identify the person and/or company against whom each claim was made, the matter in which each claim was made and, if a lawsuit was involved, the court, term, and case number of said lawsuit and the names and addresses of all attorneys of record in the lawsuit.

INTERROGATORY NO. 25:

Deferred by agreement of counsel.

INTERROGATORY NO. 26:

Objections sustained.

INTERROGATORY NO. 27:

Objections sustained.

INTERROGATORY NO. 28:

State whether you smoke or have ever smoked cigarettes, pipes, or cigars. If so, state the following:

- (a) the inclusive dates during which you smoked cigarettes, pipes, or cigars.
- (b) the average number of cigarettes, pipes, or cigars you smoked each day;
- (c) the brand of cigarettes, tobacco, or cigars predominantly smoked by you; and
- (d) whether any health care provider ever advised or warned that you should stop or cut back on smoking cigarettes, and, if so, identify each such provider and the date(s) when he or she so warned or advised you.

INTERROGATORY NO. 29:

Objections sustained.

INTERROGATORY NO. 30:

State whether you have ever been denied life insurance coverage. If so, state the name of the insurance company, the date of your application and the reason for the denial.

Plaintiff will submit information to the Special Master, who will rule on discoverability.

INTERROGATORY NO. 31:

If, as the result of the injuries alleged in your Complaint, you claim to have sustained a loss of wages, earnings, income, or profit, state the following:

- (a) the calendar dates you were unable to work due to the injuries, and the total number of days you were unable to work due to the injuries;
- (b) the name and address of your employer at the time you learned of the injury of which you complain;

- (c) the name and address of each person who recommended that you not work during such period;
- (d) whether you asked an employer to make changes in your work environment as a result of the injuries of which you complain, and if so, what changes were requested and what changes, if any, were made;
- (e) the name of any potential employer who refused you work because of the injuries of which you complain;
- (f) the inclusive dates you sought work but were unable to work for reasons not related to the injuries of which you complain;
- (g) your rate of pay at the time of each injury-related absence from work; and
- (h) the identity of each document or tangible thing relating to and/or in support of your loss of earnings.

INTERROGATORY NO. 32:

As a result of your alleged allergy to latex, please identify any type of occupation or work that you are restricted from doing in the future. For each such occupation or work identified, state the following:

- (a) the reason for the restriction;
- (b) the nature of the restriction;
- (c) all facts in support of your claim that you are restricted;
- (d) the estimated period of time the restriction will last;
- (e) whether you are aware of any circumstances under which the restriction might be lifted, permitting you to continue that occupation or work, and if so, identify those circumstances;
- (f) the name and address of each person who has recommended that you be restricted from the occupation or work identified;
- (g) the identity of each document or tangible thing in support of and/or relating to the restrictions you have claimed in response to this interrogatory; and
- (h) the date when you first became aware of its restriction.

INTERROGATORY NO. 33:

To the extent that any restriction you have identified in response to Interrogatory No. 32 was first identified by a doctor or other healthcare provider, please provide the name of the doctor or healthcare provider, identify the type of doctor or healthcare provider (i.e., family doctor, allergist, internist, etc.), current address and telephone number.

INTERROGATORY NO. 34:

State whether you have suffered any impairment of earning capacity or loss of future earnings as a result of the injuries alleged in your Complaint. If so, state the following:

- (a) the amount claimed as damages;
- (b) the method of computation;
- (c) the facts relied upon for any such computation; and
- (d) the identity of each document or tangible thing which refers or relates to any such claim.

INTERROGATORY NO. 35:

State whether as a result of the injuries alleged in your Complaint, you claim an inability to resume work in your profession. If so, state the following:

- (a) the reason why you are unable to work in your profession;
- (b) all facts in support of your claim that you are unable to work in your profession;
- (c) the name and address of each person who has recommended that you not work in your profession;
- (d) any and all accommodations and/or attempts made by your employer to accommodate your condition so that you could work in your profession; and
- (e) the identity of each document or tangible thing in support of and/or relating to this claim.

INTERROGATORY NO. 36:

Identify all damages or losses that you claim as a result of the injuries alleged in your Complaint. Include a detailed statement of the elements of such damages or losses, the amounts attributed to each element, identify the amount written off pursuant to any agreement or contract between the healthcare provider and any insurer or managed care agency (including the federal government), and identify all documents or tangible things that relate to any such expense, loss, or damages.

Plaintiff will submit information to the Special Master, who will rule on discoverability.

INTERROGATORY NO. 37:

State whether you have ever made a claim and/or received benefits, based on any personal injury, disability, or disease alleged in your Complaint, under any health or accident insurance, or workman's compensation, social security or veteran's disability programs. If so, state for each the following:

- (a) the date, location of and circumstances leading to the claim;
- (b) the disposition or current status of any such claim;
- (c) the circumstances under which you received benefits, awards, or payments;
- (d) the amounts of the benefits, awards, or payments;
- (e) the dates during which you received the benefits, awards, or payments;
- (f) the name and address of the person(s) or entity against whom the claim was made;
- (g) the agencies or insurance companies from whom you received the benefits, awards, or payments; and
- (h) if any lawsuit was brought by you or on your behalf pertaining to said claim, identify the person and/or company against whom each lawsuit was made, the matter in which each lawsuit was made, the court, term, and case number of

said lawsuit, and the names and addresses of all attorneys of record in the lawsuit.

INTERROGATORY NO. 38:

If you claim to have sustained economic damages as a result of the acts or omissions alleged in your Complaint including, but not limited to, housekeeping services, baby-sitting services, or medical expenses, for each such economic damage, identify the following:

- (a) the name and address of each person(s) or entity who provided the services;
- (b) the dollar amount claimed for each such damage;
- (c) the inclusive dates and nature of the services provided;
- (d) the nature of the expense;
- (e) the estimated total cost of future expenses; and

INTERROGATORY NO. 39:

State whether you ever filed any other lawsuit for personal injuries and, if so, for each lawsuit state the following:

- (a) the name of the court in which it was filed;
- (b) the year it was filed;
- (c) the title and docket number;
- (d) the nature of the alleged personal injury (including the date, location, and circumstances of the occurrence causing the injury);
- (e) the name and address of each party against whom the suit was filed; and
- (f) the disposition or current status of each lawsuit.

Plaintiff will submit information to the Special Master, who will rule on discoverability.

INTERROGATORY NO. 40:

State when and how you first learned about latex allergy and its association with latex gloves and/or powder.

INTERROGATORY NO. 41:

Withdrawn.

INTERROGATORY NO. 42:

After learning that you were suffering from an injury and/or illness caused by your use and/or exposure to latex gloves as alleged in your Complaint, did you continue to engage in any activity or occupation in which you encountered subsequent exposure to natural rubber latex? If so, identify the latex product, state the nature and description of such activity or occupation, and the location, duration, and the nature and extent of your continued participation in such activity or occupation in which you encountered subsequent exposure to latex gloves, or other latex products.

INTERROGATORY NO. 43:

State whether you have ever reported any reaction to latex gloves or other latex products to your employer(s). If so, identify the person(s) to whom you made the report(s) or who otherwise have knowledge of your report(s), the date of your report(s), whether your report was written or oral, and the substance of any reports to your employer(s).

INTERROGATORY NO. 44:

State whether you have ever attended, participated in and/or contributed written materials to any training programs, classes, seminars and/or meetings regarding alleged latex sensitivity, allergies, adverse reactions, alternate glove use or glove liner use and, if so, set forth the date(s) of the session, the identity of the person(s) or entities sponsoring or

participating in the session, and the identity of any documents or tangible things which relate to such programs, classes, seminars, or sessions.

INTERROGATORY NO. 45:

Prior to the filing of your Complaint herein, were you a member of or did you subscribe to any support groups or information services, including, but not limited to, subscriptions received by mail or on-line computer services, regarding latex gloves or alleged latex allergies? If so, give the name and mailing address of each such group and the names and addresses of the officers of those groups.

INTERROGATORY NO. 46:

Identify all communications which you have had with any of the following persons or entities, prior to the filing of your Complaint herein, concerning latex gloves or alleged latex allergies:

- (a) OSHA;
- (b) CDC;
- (c) NIOSH;
- (d) FDA;
- (e) consumers' groups or advocates support groups;
- (g) members of Congress or Congressional staff;
- (h) members of State Representatives/Legislators;
- (i) professional organizations;
- (j) trade associations;
- (k) any Defendants or Additional Defendants in this case;

- (l) any manufacturer or distributor of latex gloves, even if not a Defendant or Additional Defendant in this case;
- (m) lawyers other than your counsel in this lawsuit; and
- (o) members of the press, television, or radio.

Also, identify any such communications which you initiated after the date of filing of your Complaint herein with any of the above listed persons or entities.

INTERROGATORY NO. 47:

State whether you have ever given a speech or written a letter, essay, or article on the subject of latex gloves or alleged latex allergies that was published in a magazine, periodical, newsletter, book, or placed onto a computer bulletin board or the Internet. If so, state the name and date of the appearance or publication and the title of the letter, essay, or article.

INTERROGATORY NO. 48:

State whether you have ever made or been requested to make any television and/or radio appearance(s) on the subject of latex gloves or alleged latex allergies. If so, identify the television or radio program, the date(s) of your appearance(s), and any documents or tangible things relating to your requested or actual appearance.

INTERROGATORY NO. 49:

Identify each medical, scientific, professional, nursing-related and/or vocational organization of which you have been a member, the dates of your membership in each such organization, and whether you have held any office in each such organization or in any committee in any such organization.

INTERROGATORY NO. 50:

State the name of each medical, scientific, professional, nursing-related or vocational journal, periodical, newspaper, newsletter or other publication to which you or any member of your household have subscribed, or which you have read or received, prior to the date your Complaint was filed. Include in your answer the dates for which you subscribed to, read or received each such journal, periodical, newspaper, newsletter, or publication.

INTERROGATORY NO. 51:

Identify all persons or entities from whom you have ever received any training, warnings, advice, or instructions concerning allergic or adverse reactions allegedly arising from the use of or exposure to latex gloves or other latex containing products. Also, identify the dates you received such information and identify all documents and communications relating to such training, warnings, advice, and/or instructions.

INTERROGATORY NO. 52:

State whether you or anyone on your behalf have kept any diaries, written list of events, tape recordings, videotapes, notes, and/or photographs concerning your alleged injuries, condition, medical treatment, or conversations with physicians, nurses, or other medical personnel relating to the claims alleged in your Complaint. If so, identify the document or tangible thing, state the name(s) of the author and persons with knowledge of the document or tangible thing, and the current location of the document or tangible thing.

INTERROGATORY NO. 53:

State whether you, or anyone acting on your behalf, have ever obtained any statement, report, memorandum or testimony from any person, concerning matters set forth in your Complaint or who was or claims to have been a witness to the latex exposure alleged by you. If so, state the following:

- (a) the name and address of the person making such statement, report, memorandum, or testimony;
- (b) when, where, and by whom each such statement, report, memorandum, or testimony was obtained; and
- (c) the form of each such statement, report, memorandum, or testimony, whether in writing or oral or a substantially verbatim transcription of same, whether signed or unsigned, and identify the person having custody of any such writings.

INTERROGATORY NO. 54:

State whether you or your attorneys or agents know of the existence of any statements, signed or unsigned, oral, written or cou. reported from or by any person including any party hereto, who has or claims to have knowledge concerning the matters alleged in your Complaint, or who was or claims to have been a witness to the latex exposure alleged by you. If so, state the following:

- (a) the identity and last known address of the person who gave the statement and identify whether the statement was written, oral, recorded, reported, reported by shorthand, or otherwise preserved;
- (b) the full name and current or last known address of the person or persons, or entity, who took the statements and the date such statement was made;
- (c) the full name and current or last known address of each person, firm, or entity who has possession of the statement or copies thereof; and
- (d) how such statements were obtained.

INTERROGATORY NO. 55:

Identify all persons who have or claim to have knowledge relevant to the facts alleged in your Complaint and/or any facts relevant to this action, the nature of each person's knowledge of such facts, and your relationship with each person.

Answer this interrogatory only as it applies to lay witnesses and treating physicians.

INTERROGATORY NO. 56:

State whether your representatives or your attorney has made or caused to be made any tests, examinations, or inspections, of any nature whatsoever, on any latex glove allegedly causing or contributing to the injuries alleged in your Complaint. If so, state the following:

- (a) identify the glove(s) by manufacturer and brand name;
- (b) the date or dates upon which each such test was conducted;
- (c) identify by whom each such test was conducted;
- (d) identify the name, address, and telephone number of each person present while each such test was conducted; and
- (e) the identity of any tangible thing or document that was prepared in connection with each such test.

INTERROGATORY NO. 57:

Identify all books, documents, or tangible things which evidence any fact or circumstance upon which your allegations of liability or damages alleged in your Complaint are based, including for each, its nature and form, its subject, contents, present location, and the name and address of the person(s) having possession, custody, or control thereof.

INTERROGATORY NOS. 58-62:

Expert discovery. Deferred by agreement to expert discovery phase of MDL.

INTERROGATORY NO. 63:

State whether any hospital or healthcare facility at which you were employed had a policy mandating or suggesting the use of latex gloves by its employees. If so, state the following:

- (a) the policy;
- (b) the date the policy went into effect;
- (c) the identity of the hospital or facility at which the policy was in effect; and
- (d) the identity of all documents or tangible things reflecting or relating to this policy.

INTERROGATORY NO. 64:

If you are personally aware that any party to this litigation made any statements with respect to the allegations in your Complaint, state the following:

- (a) the date, time, and place of such statement;
- (b) by whom and to whom such statement was made;
- (c) the names and addresses of any persons present when the statement was made;
- (d) the content or substance of the statement; and
- (e) the identity of all documents or tangible things which contain, refer, or relate to such statements.

INTERROGATORY NO. 65:

Identify all meetings, conversations, or communications you had with any representative from any Defendant and for each such contact, state the following:

- (a) each person who participated in such meeting, conversation, or communication;
- (b) the time, date, and place of each meeting, conversation, or communication;
- (c) the participation at each such meeting, conversation, or communication;

- (d) the substance of the discussion at each meeting, conversation, or communication; and
- (e) the identity of all documents or tangible things which refer or relate to each meeting, conversation, or communication.

INTERROGATORY NO. 66:

State whether any Defendant is alleged to have breached any latex glove warranty, express or implied. If so, please identify the Defendant, the glove, and the specific warranty. If the warranty is alleged to be an express warranty, identify the maker of the warranty, the date it was made, the terms of the warranty including any limitations as to time or date, and whether the warranty was oral, in writing, or some other form.

INTERROGATORY NO. 67:

State whether any notice was given by you, or by anyone else on your behalf, to any Defendant regarding an alleged breach of warranty. If so, state the following:

- (a) the substance of the notice;
- (b) the method and date such notice was given;
- (c) the identity of the person(s) who gave and received the notice;
- (d) whether the notice was oral or in writing; and
- (e) the identity of any documents or tangible things which refer, relate to, or contain said notice.

INTERROGATORY NO. 68:

State whether any glove manufactured or sold by any Defendant is alleged to have violated any industry or governmental standard, regulation, specification, ordinance, or any other manufacturing practice. If so, for each Defendant and latex glove, identify the standard, regulation, specific action, ordinance, or manufacturing practice, the name and address of

persons having knowledge of this violation, and any documents or tangible things relating to these alleged violations.

INTERROGATORY NO. 69:

Do you contend that there was a safer, more suitable, or more appropriate design for any of the latex gloves which are the subject of this lawsuit? If so, describe the more suitable or appropriate design.

INTERROGATORY NO. 70:

Describe or identify the warning or instruction you contend should have been contained on any of the latex gloves which you claim caused you to suffer the damages and injuries alleged in your Complaint.

INTERROGATORY NO. 71:

Do you contend that you have been diagnosed with Type 1 latex allergy? If so, state the following:

- (a) the basis for your contention in this regard;
- (b) the date(s) and identity of each diagnosis in support of your contention;
- (d) the identity of each healthcare provider who has tested you for and/or has knowledge of your Type 1 latex allergy; and
- (e) the identity of each document or tangible thing in support of your contention.

INTERROGATORY NO. 72:

Do you contend that non-powdered latex gloves caused or contributed to the injuries alleged in your Complaint? If so, state the following:

- (a) the basis for your contention in this regard;

- (b) the brands, description of all such non-powdered latex gloves, and description of the specific characteristics of all such non-powdered latex gloves (e.g. sterile or non-sterile, color, cuff style, etc.);
- (c) the dates, times, and places of your use and/or exposure for each non-powdered latex glove;
- (d) the method of your use and/or exposure for each non-powdered latex glove; and
- (e) the frequency and duration of your use and/or exposure for each non-powdered latex glove.

INTERROGATORY NO. 73:

Do you contend that any Defendant was in possession of documents, including but not limited to, articles, journals, studies, reports, or bulletins regarding latex allergy? If so, for each Defendant, identify the name and date of the document, and the date you contend each Defendant came into possession of said document.

INTERROGATORY NO. 74:

Do you contend that any Defendant made changes in its manufacturing process to increase the speed of production of latex gloves which resulted in higher protein levels? If so, for each manufacturer and brand name identify each process or technique, the inclusive dates of the process or technique, all person(s) with knowledge of your claim, and all documents or tangible things in support thereof.

INTERROGATORY NO. 75:

For each theory of recovery asserted in your Complaint (or any amendments thereto), including but not limited to fraud and misrepresentation, state the following:

- (a) identify every Defendant against whom the theory is directed.
- (b) identify every product manufactured, packaged, distributed, or sold by each Defendant on which you base, in whole or in part, such theory.

- (c) describe in detail the legal basis for such theory.
- (d) describe in detail every fact supporting or concerning, in whole or in part, such theory.
- (e) identify each document relating to or concerning each such fact, and specify the fact(s) which each such document concerns.
- (f) identify each person having knowledge of each such fact, and specify the fact(s) about which each such person has knowledge.
- (g) specify which of the documents, if any, identified in the answer to subparagraph (e) of this interrogatory Plaintiffs intend to offer in evidence, specifying the fact(s) concerning which the offer is to be made.
- (h) specify which of the persons, if any, listed in the answer to subparagraph (f) of this interrogatory Plaintiffs intend to call as a witness, indicating the fact(s) concerning which each such person is expected to testify.

INTERROGATORY NO. 76:

Objections sustained.

INTERROGATORY NO. 77:

Objections sustained.

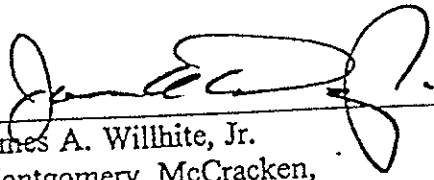
INTERROGATORY NO. 78:

Do you claim that you are suffering from a clinical, mental, psychiatric or psychological health disorder ("Mental Health Disorder") as a result of your exposure to defendants' latex gloves? If your answer is anything other than an unqualified "no," answer the following questions:

- (a) What is the nature of the Mental Health Disorder?
- (b) Have you been under the care of any medical provider in connection with the Mental Health Disorder?
- (c) Do you intend to have any medical providers, including any experts, testify on your behalf at trial in connection with the Mental Health Disorder?

- (d) Do you intend to claim damages in connection with the Mental Health Disorder?

Date: Feb 2, 1999


James A. Willhite, Jr.
Montgomery, McCracken,
Walker & Rhoads, LLP
123 South Broad Street
Philadelphia, PA 19109-1099
(215) 772-1500
Defendants' Liaison Counsel - Service

Alan L. Unikel
Seyfarth, Shaw Fairweather
& Geraldson
55 East Monroe Street, Suite 4200
Chicago, IL 60603-5903
(312) 346-8000
Defendants' Liaison Counsel - Spokesperson

CERTIFICATE OF SERVICE

I, James A. Willhite, Jr., hereby certify that on this 2nd day of February, 1998, I caused a true and correct copy of Revised Defendants' Merits Interrogatories To All Plaintiffs - First Set to be served as follows:

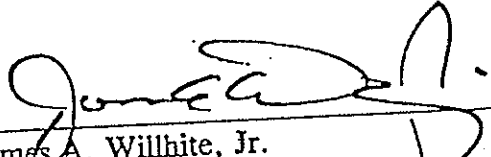
VIA HAND DELIVERY

David S. Shrager, Esquire
Joanna Hamill Flum, Esquire
Shrager, McDaid, Loftus, Flum & Spivey
Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

VIA FACSIMILE AND FEDERAL EXPRESS

Dianne M. Nast, Esquire
Roda & Nast, P.C.
801 Estelle Drive
Lancaster, Pennsylvania 17601

In addition, I have today caused service to be made upon all defendants on the MDL Service List by delivering a copy of said document to Robert Keown of RecordTrak, 501 Allendale Road, King of Prussia, PA 19406, with instructions that he copy said document and distribute copies to defense counsel by the mode specifically selected by each defendant (i.e., by mail, fax or overnight delivery).


James A. Willhite, Jr.
Defendants' Liaison Counsel -- Service

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION

MDL DOCKET NO.: 1148
(All Cases)
Judge Edmund V. Ludwig

PLAINTIFFS' INTERROGATORIES FIRST SET
PRODUCT IDENTIFICATION ONLY - DIRECTED TO ALL DEFENDANTS

Plaintiffs, pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby request that defendants answer the following interrogatories under oath and in full accordance with the applicable provisions of the Federal Rules of Civil Procedure within thirty (30) days after service of these interrogatories.

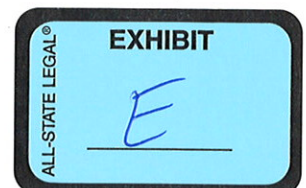
I. INSTRUCTIONS

1. Each interrogatory should be answered separately upon the knowledge or information and belief of defendant, and any answer based upon information and belief should state that it is given upon such basis.

2. These interrogatories are continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure.

3. If the complete answer to an interrogatory is not known, so state and answer as fully as possible each part of such interrogatory to which an answer is known.

4. Where knowledge or information is requested, such request includes knowledge or



information of the defendant's agents, representatives, employees, and its attorneys.

5. If any information is withheld in answer to an interrogatory under any claim of privilege, the following shall be provided with respect to such information: (a) every person to whom such information has been communicated by defendant and from whom such information was learned by defendant, (b) the date of such communication, (c) the subject matter of such information, and (d) the basis upon which such privilege is claimed.

6. Unless otherwise noted, these interrogatories seek information for the time period of January 1, 1978 through the present.

7. It is the specific intent of certain interrogatories to have the defendant identify specific documents, by bates stamp number(s), which support its answers. It is not sufficient, and violative of the Federal Rules of Civil Procedure, to respond to such requests for specific inquiries by referring to volumes of documents. See, e.g. Scripps Clinic & Research Foundation v. Baxter Travenol Laboratories, Inc., No. 87-140-CMW, 1988 US Dist. LEXIS 7495 (D. Del. June 21, 1988); Holben v. Coopervision, Inc., 120 F.R.D. 32, 33-34 (E.D. Pa. 1988); United States v. Chevron U.S., Inc., No. 88-6681, 1989 U.S. Dist. LEXIS 10236 (E.D. Pa. Aug. 30, 1989); Penza v. Drexel Burnham Lambert, Inc., No. 88-6809, 1989 U.S. Dist. LEXIS 10193 (E.D. Pa. Aug. 28, 1989); Sabel v. Mead Johnson & Co., 110 F.R.D. 553 (D. Mass.), later proceedings 112 F.R.D. 211 (D. Mass. 1986); Derson Group, Ltd. v. Right Management Consultants, Inc., 119 F.R.D. 396 (N.D. Ill. 1988).

8. All definitions set forth below shall be carefully regarded.

II. DEFINITIONS

As used in these interrogatories, the following definitions shall apply unless otherwise specifically noted:

1. The word "defendant" means the defendant to whom these Interrogatories are directed including all departments, affiliations, divisions, subdivisions, parents and subsidiaries and all officers, directors, agents, employees and representatives, including attorneys, acting on each entity's behalf.
2. The words "plaintiff" or "plaintiffs" mean the plaintiff or plaintiffs herein including all agents and representatives acting on their behalf.
3. The words "you" or "your" means defendant as defined above.
4. The word "document" means the original, all drafts and non-identical copies (whether different from the original because of notes made on such copy or otherwise) of every writing or record, however produced, reproduced, or preserved, including but not limited to every book, pamphlet, periodical, letter, drawings, graphs, charts, photographs, phono records, memorandum, telegram, report, record, contract, deposition transcript, memorandum or notes reflecting an oral communication, handwritten or other notes, diary entry, calendar, notes from a meeting, financial statement, financial report, income statement, balance sheet, bank record, voucher, invoice, tabulation, index, tape, videotape, disc, electronic mail, e-mail, Internet communication, data sheet, data processing card, computer printout, data compilation and every other written, typed, recorded, transcribed, filed or graphic matter, except such documents as are immune from production under applicable provisions of law. The word "document" also includes any requested documents which are in the possession and/or control of any person or organization whom you

retained by contract or otherwise. The word "document" also includes all of the aforesaid documents produced either during discovery or at trial in any other state or Federal lawsuit involving latex allergies wherein you are, or were, a party. The phrase "data compilation" means any material stored on or recoverable through a computer or other storage or retrieval system.

5. The phrase "documents relating to" is intended to refer to documents which in whole or in part relate to the designated category of information described.

6. The word "person" means individuals, firms, partnerships, corporations, proprietorships, associations, governmental units, and every other type of organization or entity.

7. The word "date" means the exact day, month, and year, if ascertainable; otherwise, the word "date" means the best available approximation (including relationships to other events).

8. The word "identify," when used in reference to:

(a) a person, means to state his or her full name, present or last known residence address (designating which) and present or last known (designating which) business affiliation, job title and employment addresses;

(b) a firm, partnership, corporation, proprietorship, association, or other organization or entity, means to state its full name and present or last known (designating which) address and telephone number;

(c) a document means to state (i) the title (if any), the date, author, sender, recipient, the identity of persons signing it, type of document (i.e., a letter, memorandum, book, telegram, chart, etc.) or some better means of identifying it; (ii) a summary of its contents; (iii) its present location or custodian; (iv) in the case of a document within the possession, custody, control or access of defendant, whether defendant will make it available to the undersigned attorneys for

inspection and/or copying; and (v) in the case of a document that was, but is no longer, in the possession, custody, or control of defendant, what disposition was made of it, when, why, and to whom; and

(d) a conversation, meeting or other communication, means (i) to state the date, location, and duration of such communication; (ii) to identify each person participating in such communication and each person who was present; (iii) to identify the subject matter of such communication; (iv) to summarize in as much detail as possible the content of any such communication; (v) to state whether there are any documents which set forth, summarize, or refer to any portion of such communication; and (vi) if such documents exist, to identify each document and each person having custody of the document.

9. "And" as well as "or" shall be construed conjunctively or disjunctively, as necessary, to bring within the scope of any subparagraph all information which might otherwise be construed to be outside the scope.

10. Whenever necessary to bring within the scope of the interrogatory information which might otherwise be construed to be outside the scope, (i) the use of a verb in any tense shall be construed as a verb in all other tenses; (ii) the use of the singular shall be construed as the use of the plural, and vice versa; and (iii) "any" includes "all" and "all" includes "any."

III. SPECIFIC INTERROGATORIES

(Note time frame as set forth in instruction number I.6. above)

1. Identify all latex gloves, by brand name, model and/or item number or other identification, sold, manufactured or distributed by you and give the dates of sale, manufacture or

distribution.

2. Identify all purchasers, whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or organizations, wholesalers, intermediate vendors, or like type entities, of each type of latex glove you sold, manufactured or distributed, and set forth the exact brand name, model and/or item number or other identification of each such latex glove and the dates of purchase.

3. Identify all persons, other than your employees, or entities, whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or organizations, wholesalers, intermediate vendors, or like type entities, who sold or distributed each type of latex glove you manufactured or distributed, and set forth the exact brand name, model and/or item number or other identification of each such latex glove and the dates of sale or distribution.

4. To the extent not covered by your response to any other interrogatory herein, identify all entities, whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or organizations, wholesalers, intermediate vendors, or like type entities, to which you supplied each type of latex glove, identified by exact brand name, model and/or item number or other identification, sold, manufactured or distributed by you and the dates of the supply of each type of latex glove.

SHRAGER, McDAID, LOFTUS, FLUM & SPIVEY

BY: 

David S. Shrager
Joanna Hamill Flum
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
ATTORNEYS FOR PLAINTIFFS

5/23/97

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES :
PRODUCTS LIABILITY : MDL DOCKET NO.: 1148
LITIGATION : (All Cases)
: Judge Edmund V. Ludwig

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the below date a true and correct copy of the foregoing
Plaintiffs' Interrogatories First Set - Product Identification Only Directed to all Defendants
was served via United States Mail, First Class, postage pre-paid upon the following:

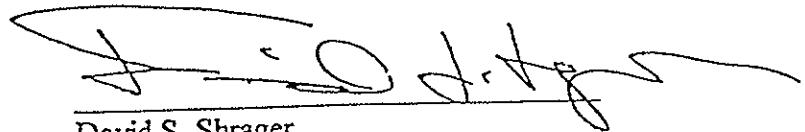
Alan L. Unikel, Esquire
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603-5803

James A. Willhite, Jr., Esquire
Larry L. Turner, Esquire
Montgomery, McCracken, Walker & Rhoads
123 South Broad Street
Philadelphia, PA 19109

Dianne M. Nast, Esquire
Roda & Nast, P.C.
801 Estelle Drive
Lancaster, PA 17601

Ralph I. Knowles, Esquire
Doffermyre, Shields, Canfield,
Knowles & Devine
Ste. 1600, 1355 Peachtree Street
Atlanta, GA 30309-3269

SPECIAL MASTER:
Perry S. Bechtle, Esquire
1880 J.F.K. Boulevard
Suite 1400
Philadelphia, PA 19103



David S. Shrager
Joanna Hamill Flum
Shrager, McDaid, Loftus, Flum & Spivey
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

Date: 6/2/97

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES :
PRODUCTS LIABILITY : MDL DOCKET NO.: 1148
LITIGATION : (All Cases)
 : Judge Edmund V. Ludwig

PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS
FIRST SET - PRODUCT IDENTIFICATION ONLY
ADDRESSED TO ALL DEFENDANTS

Plaintiffs, pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, hereby request that defendants supply within 30 days at the offices of Doffermyre, Shields, Canfield, Knowles & Devine, Suite 1600, 1355 Peachtree Street, Atlanta, Georgia 30309-3269, the originals or authentic and legible copies of the documents hereinafter identified.

I. INSTRUCTIONS

1. Each request should be responded to separately.
2. This request is continuing to the fullest extent allowed by the applicable provisions of the Federal Rules of Civil Procedure.
3. If any request is not responded to under any claim of privilege, the following shall be provided with respect to such information: (a) every person to whom such information or document has been communicated by defendant and from whom such information or document was learned by defendant, (b) the date of such communication, (c) the subject matter of such information, or communication and (d) the basis upon which such privilege is claimed.
4. Unless otherwise noted, these requests seek documents for the time period of January



1, 1978 through the present.

5. It is the specific intent of these requests to have the defendant produce specific documents identified by bates stamp number(s). It is not sufficient, and violative of the Federal Rules of Civil Procedure, to respond to such requests for specific documents by referring to volumes of documents. See, e.g. Scripps Clinic & referring to volumes of documents. See, e.g. Scripps Clinic & Research Foundation v. Baxter Travenol Laboratories, Inc., No. 87-140-CMW, 1988 U.S. Dist. LEXIS 7495 (D. Del. June 21, 1988); Holben v. Coopervision, Inc., 120 F.R.D. 32, 33-34 (E.D. Pa. 1988); United States v. Chevron U.S., Inc., No. 88-6681, 1989 U.S. Dist. LEXIS 10236 (E.D. Pa. Aug. 30, 1989); Penza v. Drexel Burnham Lambert, Inc., No. 88-6809, 1989 U.S. Dist. LEXIS 10193 Aug. 28, 1989); Sabel v. Mead Johnson & Co., 110 F.R.D. 553 (D. Mass.), later proceedings 112 F.R.D. 211 (D. Mass. 1986); Derson Group, Ltd. v. Right Management Consultants, Inc., 119 F.R.D. 396 (N.D. Ill. 1988).

6. All documents shall be produced in separate groups of documents responsive to each separate request.

7. All definitions set forth below shall be carefully regarded.

II. DEFINITIONS

As used in these requests, the following definitions shall apply unless otherwise specifically noted:

1. The word "defendant" means the defendant to whom this Request is directed, including all departments, divisions, affiliations, parents and subdivisions and all officers, directors, agents, employees and representatives, including attorneys, acting on each entity's behalf.

2. The words "plaintiff" or "plaintiffs" mean the plaintiff or plaintiffs herein including all agents and representatives acting on their behalf.

3. The words "you" or "your" mean defendant as defined above.

4. The word "document" means the original and non-identical copies (whether different from the original because of notes made on such copy or otherwise) of every writing or record, however produced, reproduced, or preserved, including but not limited to every book, pamphlet, periodical, letter, drawings, graphs, charts, photographs, phono records, memorandum, telegram, report, record, contract, memorandum or notes reflecting an oral communication, handwritten or other notes, diary entry, calendar, notes from a meeting, financial statement, financial report, income statement, balance sheet, bank record, voucher, invoice, tabulation, index, tape, videotape, disc, electronic mail, e-mail, Internet communication, data sheet, data processing card, computer printout, data compilation and every other written, typed, recorded, transcribed, filed or graphic matter, except such documents as are immune from production under applicable provisions of law. The word "document" also includes all of the aforesaid documents produced either during discovery or at trial in any other state or Federal lawsuit involving latex allergies wherein you are, or were, a party. The phrase "data compilation" means any material stored on or recoverable through a computer or other storage or retrieval system.

5. The phrase "documents relating to" is intended to refer to documents which in whole or in part relate to the designated category of information described.

6. The word "person" means individuals, firms, partnerships, corporations, proprietorships, associations, governmental units, and every other type of organization or entity.

7. The word "date" means the exact day, month, and year, if ascertainable; otherwise, the

word "date" means the best available approximation (including relationships to other events).

8. "And" as well as "or" shall be construed conjunctively or disjunctively, as necessary, to bring within the scope of any subparagraph all information which might otherwise be construed to be outside the scope.

9. Whenever necessary to bring within the scope of the requested information which might otherwise be construed to be outside the scope, (i) the use of a verb in any tense shall be construed as a verb in all other tenses; (ii) the use of the singular shall be construed as the use of the plural, and vice versa; and (iii) "any" includes "all" and "all" includes "any."

REQUESTED DOCUMENTS

(NOTE the following in addition to the other instructions set forth above: (a) time frame as set forth in instruction number I.4.; and (b) direction set forth in instruction number I.5. to identify the produced documents by bates stamp number(s).)

1. All documents which identify all latex gloves, by brand name, model and/or item number or other identification, sold, manufactured or distributed by you.

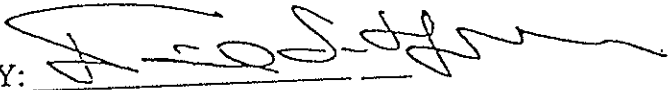
2. All documents which identify and/or relate to all purchasers, whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or organizations, wholesalers, intermediate vendors, or like type entities, of each type of latex glove you manufactured or distributed, identified by exact brand name, model or item number or other identification of each such latex glove and the dates of sale or distribution.

3. All documents which identify and/or relate to all persons, other than your employees, or entities whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or

organizations, wholesalers, intermediate vendors, or like type entities who sold or distributed each type of latex glove you manufactured or distributed, identified by the exact brand name, model or item number or other identification of each such latex glove and the dates of sale or distribution.

4. To the extent not produced in response to any other request herein, all documents which identify and/or relate to all entities, whether healthcare facilities, healthcare providers, distributors, purchasing consortiums or organizations, wholesalers, intermediate vendors, or like type entities, to which you supplied each type of latex glove, identified by exact brand name, model or item number or otherwise, manufactured or distributed by you and the dates of the supply of each type of latex glove.

SHRAGER, McDAID, LOFTUS, FLUM & SPIVEY

BY: 

David S. Shrager
Joanna Hamill Flum
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
ATTORNEYS FOR PLAINTIFFS

5/29/97

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES :
PRODUCTS LIABILITY : MDL DOCKET NO.: 1148
LITIGATION : (All Cases)
: Judge Edmund V. Ludwig

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the below date a true and correct copy of the foregoing
Plaintiffs' Request for Production of Documents First Set - Product Identification Only Addressed
to all Defendants was served via United States Mail, First Class, postage pre-paid upon the
following:

Alan L. Unikel, Esquire
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603-5803

James A. Willhite, Jr., Esquire
Larry L. Turner, Esquire
Montgomery, McCracken, Walker & Rhoads
123 South Broad Street
Philadelphia, PA 19109

Dianne M. Nast, Esquire
Roda & Nast, P.C.
801 Estelle Drive
Lancaster, PA 17601

Ralph I. Knowles, Esquire
Doffermyre, Shields, Canfield,
Knowles & Devine
Ste. 1600, 1355 Peachtree Street
Atlanta, GA 30309-3269

SPECIAL MASTER:
Perry S. Bechtle, Esquire
1880 J.F.K. Boulevard
Suite 1400
Philadelphia, PA 19103



David S. Shrager
Joanna Hamill Flum
Shrager, McDaid, Loftus, Flum & Spivey
32nd Floor, Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

Date: 6/2/87

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS AND FILES

IN RE: LATEX GLOVE PRODUCTS LIABILITY LITIGATION

Patient Information

Facility Information

Name: _____
AKA: _____
DOB: _____
SSN: _____

This authorization does not permit the release of records pertaining to substance abuse, psychiatric or HIV records or treatments pursuant to §§23.05 and 33.13 of the Mental Hygiene Law and §§17, 18 and 2782 of the Public Health Law Section without the additional and express authorization of the undersigned.

This hereby authorizes and permits any person or entities to disclose, make available and furnish to **(DESIGNATED RECORD RETRIEVAL SERVICE TO BE PROVIDED)** all records regarding the undersigned's employment history, including but not limited to medical documentation and records (initial employment physical examination and all subsequent physical examinations, infirmary records), employment evaluations, disability and workers' compensation claims, employee education records, attendance records, academic transcripts and certificates and/or diplomas. Pursuant to Public Health Law §17, the reasonable charge for paper copies shall not exceed seventy-five cents per page.

This will further authorize all such persons and entities to provide updated employment records for the undersigned to the above-named without the need to provide additional authorizations. This authorization is valid during the pendency of this litigation and will expire immediately upon resolution of this litigation.

A facsimile or photocopy of this authorization when attested to as a true copy by an attorney-at-law shall authorize you to release the records herein specified with the same force and effect as an original.

THIS AUTHORIZATION IS LIMITED TO FURNISHING OF RECORDS ONLY and is not to be construed as an authorization permitting you to furnish oral or written reports to the above-named, its agents, employees or any other individual or attorney acting on behalf of any party to this lawsuit, or any agents or servants thereof or in any way to disclose, verbally or in writing, any information acquired by you. Nor does it permit you to furnish any records of conversations or communications with these attorneys or their representatives.

Dated this _____ day of _____, 199 _____.

Signature of Patient/Patient's Representative

Type or Print Name

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 199 _____, before me came and appeared to me known and known to me to be the person who executed the foregoing and acknowledged that she/he executed the same.

Sworn to before me this _____
day of _____, 199 _____.

Notary Public

ALL-STATE LEGAL®

EXHIBIT

G

AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS AND FILES

IN RE: LATEX GLOVE PRODUCTS LIABILITY LITIGATION

Patient Information

Facility Information

Name: _____
AKA: _____
DOB: _____
SSN: _____

This authorization does not permit the release of records pertaining to substance abuse, psychiatric or HIV records or treatments pursuant to §§23.05 and 33.13 of the Mental Hygiene Law and §§17, 18 and 2782 of the Public Health Law Section without the additional and express authorization of the undersigned.

This hereby authorizes and permits any person or entity, including but not limited to any doctor, nurse, clinic, hospital or laboratory, school, college, university or insurance company, to disclose, make available and furnish to **(DESIGNATED RECORD RETRIEVAL SERVICE TO BE PROVIDED)** all records regarding the undersigned's medical condition and medical expenses. This information includes but is not limited to, medical records, files, radiology (x-rays, MRI, ultrasound, photographs, photographic slides or otherwise), pathology slides, pathology materials, diagnostic reports and laboratory testing reports. Pursuant to Public Health Law §17, the reasonable charge for paper copies shall not exceed seventy-five cents per page.

This will further authorize all such persons and entities to provide updated medical records for the undersigned to the above-named without the need to provide additional authorizations. This authorization is valid during the pendency of this litigation and will expire immediately upon resolution of this litigation.

A facsimile or photocopy of this authorization when attested to as a true copy by an attorney-at-law shall authorize you to release the records herein specified with the same force and effect as an original.

THIS AUTHORIZATION IS LIMITED TO FURNISHING OF RECORDS ONLY and is not to be construed as an authorization permitting you to furnish oral or written reports to the above-named, its agents, employees or any other individual or attorney acting on behalf of any party to this lawsuit, or any agents or servants thereof or in any way to disclose, verbally or in writing, any information acquired by you. Nor does it permit you to furnish any records of conversations or communications with these attorneys or their representatives.

Dated this _____ day of _____, 199 _____.

Signature of Patient/Patient's Representative

Type or Print Name

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 199 _____, before me came and appeared to me known and known to me to be the person who executed the foregoing and acknowledged that she/he executed the same.
Sworn to before me this _____
day of _____, 199 _____.

Notary Public

AUTHORIZATION FOR RELEASE OF ACADEMIC RECORDS AND FILES

IN RE: LATEX GLOVE PRODUCTS LIABILITY LITIGATION

Patient Information

Facility Information

Name: _____
AKA: _____
DOB: _____
SSN: _____

This authorization does not permit the release of records pertaining to substance abuse, psychiatric or HIV records or treatments pursuant to §§23.05 and 33.13 of the Mental Hygiene Law and §§17, 18 and 2782 of the Public Health Law Section without the additional and express authorization of the undersigned.

This hereby authorizes and permits any person or entity, including but not limited to any school, college or university, to disclose, make available and furnish to **(DESIGNATED RECORD RETRIEVAL SERVICE TO BE PROVIDED)** all records regarding the undersigned's complete permanent student record and documents relating to attendance records, transcripts, certifications, diplomas, evaluations and medical documentation. Pursuant to Public Health Law §17, the reasonable charge for paper copies shall not exceed seventy-five cents per page.

This will further authorize all such persons and entities to provide updated academic records for the undersigned to the above-named without the need to provide additional authorizations. This authorization is valid during the pendency of this litigation and will expire immediately upon resolution of this litigation.

A facsimile or photocopy of this authorization when attested to as a true copy by an attorney-at-law shall authorize you to release the records herein specified with the same force and effect as an original.

THIS AUTHORIZATION IS LIMITED TO FURNISHING OF RECORDS ONLY and is not to be construed as an authorization permitting you to furnish oral or written reports to the above-named, its agents, employees or any other individual or attorney acting on behalf of any party to this lawsuit, or any agents or servants thereof or in any way to disclose, verbally or in writing, any information acquired by you. Nor does it permit you to furnish any records of conversations or communications with these attorneys or their representatives.

Dated this _____ day of _____, 199 _____.

Signature of Patient/Patient's Representative

Type or Print Name

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 199 _____, before me came and appeared to me known and known to me to be the person who executed the foregoing and acknowledged that she/he executed the same.
Sworn to before me this _____
day of _____, 199 _____.

Notary Public

**AUTHORIZATION FOR RELEASE OF MEDICAL, DISABILITY AND
WORKERS' COMPENSATION AND INSURANCE RECORDS AND FILES**

IN RE: LATEX GLOVE PRODUCTS LIABILITY LITIGATION

Patient Information

Name: _____
AKA: _____
DOB: _____
SSN: _____

Facility Information

This authorization does not permit the release of records pertaining to substance abuse, psychiatric or HIV records or treatments pursuant to §§23.05 and 33.13 of the Mental Hygiene Law and §§17, 18 and 2782 of the Public Health Law Section without the additional and express authorization of the undersigned.

This hereby authorizes and permits any person or entities, including but not limited to any insurance carriers, to disclose, make available and furnish to **(DESIGNATED RECORD RETRIEVAL SERVICE TO BE PROVIDED)** all records regarding the undersigned's insurance claims, including medical, disability and/or disability policies, explanations of benefits, claims files, worker's compensation files, payments, releases, correspondence, and any and all information relating to medications or referrals. This includes but is not limited to, medical records, files, radiology (x-rays, MRI, ultrasound, photographs, photographic slides or otherwise), pathology slides, pathology materials, diagnostic reports and laboratory testing reports. Pursuant to Public Health Law §17, the reasonable charge for paper copies shall not exceed seventy-five cents per page.

This will further authorize all such persons and entities to provide updated records for the undersigned to the above-named without the need to provide additional authorizations. This authorization is valid during the pendency of this litigation and will expire immediately upon resolution of this litigation.

A facsimile or photocopy of this authorization when attested to as a true copy by an attorney-at-law shall authorize you to release the records herein specified with the same force and effect as an original.

THIS AUTHORIZATION IS LIMITED TO FURNISHING OF RECORDS ONLY and is not to be construed as an authorization permitting you to furnish oral or written reports to the above-named, its agents, employees or any other individual or attorney acting on behalf of any party to this lawsuit, or any agents or servants thereof or in any way to disclose, verbally or in writing, any information acquired by you. Nor does it permit you to furnish any records of conversations or communications with these attorneys or their representatives.

Dated this _____ day of _____, 199 _____.

Signature of Patient/Patient's Representative

Type or Print Name

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 199 _____, before me came and appeared to me known and known to me to be the person who executed the foregoing and acknowledged that she/he executed the same.

Sworn to before me this _____
day of _____, 199 _____.

Notary Public
F:\DOCS\NC\PUBLIC FORMS\MEDICAL\AUTHORIZENS.AUT

FILED MAY 29 1997

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FILED

IN RE: LATEX GLOVES
PRODUCTS LIABILITY
LITIGATION

MAY 29 1997

MDL Docket No. 1148

This Document Relates
To All Cases

HAEL E. KUNZ, Clerk

By [Signature] Dep. Clerk

CASE MANAGEMENT ORDER No. 8
COORDINATION WITH PROCEEDINGS IN OTHER COURTS

AND NOW, this 29th day of May, 1997, it appearing that the above-styled cases share common issues with, and will involve common discovery with, certain cases pending in various state courts around the country and that pretrial proceedings in all these cases should be coordinated to avoid unnecessary conflicts and expense, conserve judicial resources, and expedite the disposition of all the cases, the following is ordered:

1. Discovery.

a. Documents. Plaintiffs and defendants shall be responsible for maintaining their own document depositories. Subject to agreement with parties in MDL No. 1148 cases concerning expenses and scheduling, counsel for parties in the related cases shall have access to the document depositories. All parties in the above-styled cases and the related cases shall have access to the document depositories subject to the limitation on access, document reproduction, and document dissemination provided in Case Management Order No. 7 (Protective Order Governing Confidentiality). Parties shall not make new requests for production of documents in these proceedings if such documents have

ENTERED:

5/30/97

CLERK OF COURT



already been produced and are available to them in the related cases.

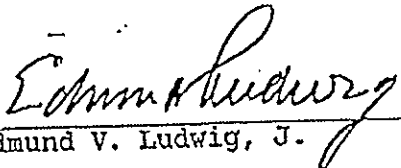
b. Depositions. Depositions of persons whose testimony will likely be relevant both in these cases and in the related cases should ordinarily be cross-noticed for use in all such cases. The cross-noticing of depositions shall be governed by provisions of Case Management Order No. 6 (Deposition Guidelines).

2. Consistency of Rulings. To avoid unnecessary conflicts and inconsistencies in the rulings of this and other courts on matters such as discovery disputes and scheduling conflicts, the following measures will be considered, to the extent practicable:

(a) communication with state courts concerning schedulings and plans for coordinated conduct of discovery and other pretrial proceedings;

(b) communication with respective state courts concerning resolution of discovery disputes, including the scope or form of discovery and questions regarding claims of privilege and confidentiality; and

(c) otherwise to facilitate proper coordination and cooperation among counsel.


Edmund V. Ludwig, J.

COPIES BY MAIL ON: 5-30-99

TO: Willie, Willie, Post

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES PRODUCTS : MDL DOCKET NO. 1148

LIABILITY LITIGATION :

: ALL CASES

CASE MANAGEMENT ORDER NO. 46R(Revised)

RE: COORDINATION OF FEDERAL AND STATE LATEX GLOVE ACTIONS
AND SCHEDULE FOR COMPLETION OF DISCOVERY ON COMMON ISSUES

AND NOW, this 5th day of April, 1999, the following schedule is adopted to facilitate the coordination of discovery in latex glove product liability actions in this MDL and those pending in the State Courts. There appear to be about 275 latex glove cases pending in this MDL and another 125 in the State Courts. A principal goal of MDL is to conserve both the parties' and judicial resources by coordinating discovery on common issues and avoiding unnecessarily duplicative efforts. The goal in this MDL is to complete as much discovery on common issues as practicable by August 27, 1999, so that actions may be remanded to transferor Courts and trials may go forward expeditiously in State Court actions.

It should be understood that the time limitations set forth in this order may well require foreshortening and reduction of common issue discovery that might otherwise be undertaken if State Court actions were not pending and there were fewer case management time constraints. Additional common issue discovery, as well as case-specific discovery, may be conducted after remand and in the State Court actions upon approval of the applicable judge for good cause shown.

DEFENDANTS' DOCUMENT PRODUCTION AND INTERROGATORY ANSWERS

1. By the date of this order, defendants in the original group of tag-along actions, i.e., those cases originally filed in this Court or transferred or removed to this Court, prior to June 2, 1997, shall have completed their responses to the Merits Interrogatories of Plaintiffs Addressed to All Defendants - First Set and their productions of documents responsive to the Merits Request for Production of Documents of Plaintiffs Addressed to All Defendants - First Set.
2. By April 30, 1999 all other defendants in this MDL that have not already done so shall complete their production of documents responsive to the Merits Request for Production of Documents of Plaintiffs Addressed to All Defendants - First Set and their responses to the Merits Interrogatories of Plaintiffs Addressed to All Defendants - First Set. This document production shall be governed by paragraphs C.-I. of CMO 34.
3. By April 3, 1999 a proposed Case Management Order shall be submitted setting forth a mechanism for obtaining access to plaintiffs' document depository by plaintiffs' counsel in latex glove cases in the State Courts and ensuring compliance with CMOs 7, 7A and 27. This is intended to minimize duplicative document production in State Court cases.

4. Supplemental written discovery requests on common issues shall be permitted, so long as there is no interference with the schedule set forth in this order.

PLAINTIFFS' DOCUMENT PRODUCTIONS AND INTERROGATORY ANSWERS

5. By April 13, 1999 plaintiffs identified in Exhibit A, which is attached hereto, shall complete and serve on defendants all responses to defendants' first set of merits discovery requests, and serve same on defendants.

6. By April 30, 1999 the parties shall determine and report whether they can resolve the scheduling issues regarding defendants' merits discovery requests related to alternative liability theories.

SCHEDULE OF OTHER DEPOSITIONS AND EXPERT DISCOVERY

7. The following schedule of discovery completion dates shall be complied with to the extent practicable:⁽¹⁾

-- By April 15, 1999 all depositions of fact witnesses on common, non-case specific issues, including plaintiffs' depositions of defendants' officers and employees and defendants' 30(b)(6) witnesses.

EXPERT DISCOVERY ON COMMON ISSUES

-- By August 20, 1999 all discovery of and in regard to expert witnesses on common, non-case specific issues.

This discovery relates to all experts on non-case specific subjects including without limitation general causation; the need for and adequacy of warnings; the design and manufacture of defendants' products; and general medical issues. It does not include case-specific subjects such as case-specific causation, plaintiffs' medical treatment and condition and plaintiffs' damages. All expert witnesses on common issues shall submit reports and other materials described in Fed. R. Civ. P. 26(a)(2)(B) and may be deposed without further leave of Court.

-- By May 28, 1999 delivery of plaintiff's expert witness reports and materials to defendants.

-- By June 25, 1999 depositions of plaintiffs' expert witnesses.

-- By July 23, 1999 delivery of defendants' expert witness reports and materials to plaintiffs.

-- By August 20, 1999 depositions of defendants' experts.

JOINT REPORT TO THE COURT: AUGUST 27, 1999

8. By August 27, 1999 a Joint Report shall be submitted setting forth the status of each action listed in Exhibit "A" including a brief history, the pending legal claims, the nature and extent of alleged injuries, the names and addresses of trial counsel, a settlement demand, unusual issue(s), if any, and any other information that may assist the transferor Court.

PLAINTIFFS' DOCUMENT DEPOSITORY: USE OF DEPOSITIONS

9. Copies of all depositions taken in MDL 1148 shall be lodged in the plaintiffs' Document Depository. Such depositions may, under the conditions prescribed in Rule 32, Fed. R. Civ. P., or as otherwise permitted by the Federal Rules of Evidence, be used against any party

CMO46R.HTM at www.paed.uscourts.gov

- (a) who was present or represented at the deposition or
- (b) who had reasonable notice thereof.

Cross-noticing of depositions pursuant to CMO 6, paragraph 4(c), for use in State Court actions, shall be implemented. **COORDINATION WITH STATE COURTS**

10. Coordination of MDL proceedings and schedules with State Court latex glove litigation shall be implemented so as to avoid unnecessary conflicts and expense, conserve judicial resources and expedite disposition of all cases. Copies of this CMO and all Case Management Orders previously or hereafter to be entered in this MDL shall be made available to State Court Judges.

CONFERENCE WITH STATE COURT JUDGES

11. Provided that there is sufficient interest, a conference with State Court Judges responsible for latex glove cases shall be held on Thursday, April 29, 1999 at the Federal Courthouse, 601 Market Street, Philadelphia, PA, in the Ceremonial Courtroom, first floor, at noon. Matters to be considered shall include scheduling of pretrial and discovery activity, trial scheduling, consolidated hearings, pretrial conferences, and entry of joint orders by State Court Judges and this MDL, and other coordination efforts. A notice in the form of an invitation shall be sent to all State Court Judges who are known to this MDL.

12. With the assistance of MDL Plaintiffs' Lead Counsel and MDL Defendants' Liaison Counsel-Spokesperson, this MDL shall establish and maintain a National Latex Glove Litigation Trial Calendar of state and federal glove trials. This calendar shall be sent to all State Court Judges assigned to latex glove cases and shall also be distributed to all parties of record in MDL 1148 at the time of the regularly scheduled Rule 16 Conferences. MDL Plaintiffs' Lead Counsel and MDL Defendants' Liaison Counsel-Spokesperson shall submit all known trial dates for state latex glove cases, together with the caption, jurisdiction and assigned Judge.

Edmund V. Ludwig, J.

MDL EXHIBIT "A" ACTIONS

All cases below were to have completed product identification discovery prior to October 15, 1998.

A. Original Cases Which Became Part

Of This MDL Prior to June 2, 1997

Case No. Plaintiff

95-7296 Frankel (PA)

96-6789 Jackson (PA)

96-7186 Dunbar (PA)

96-8596 Stevison (PA)

97-275 Schreinert (PA)

97-1681 Baulch (PA)

97-1694 Hughes (PA)

97-1791 Williams (MD)

97-1813 Barger (IN)
97-1968 Berry (MI)
97-1969 Wolf (MI)
97-2011 Kerchoff (MO)
97-2017 Swiatkowski (MI)
97-2018 Adams (GA)
97-2188 Starer (MA)
97-2224 Mize (PA)
97-2293 Clark (GA)
97-2294 Gonnely (SD)
97-2398 Sallese (MA)
97-2544 Rabinowitz (MD)
97-2551 Albrecht (NY)
97-2730 Butler (PA)
97-2876 Wiegand (GA)
97-2926 Childress (IN)
97-2925 Barnett (IN)
97-2927 Warner (IN)
97-2928 Strus (IN)
97-2929 Nicholson (IN)
97-2930 Murray (IN)
97-2966 Buttweiler (MN)
97-3006 Petter (MN)
97-3041 Krohner (MI)
97-3505 Beckman (PA)
97-3582 Gardner (SC)
97-3583 Roerden (SC)
97-3584 Winner (OH)
97-3585 Kaser (OH)

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97-3592 Delpit (LA); -
97-3616 Baker (NY)
97-3648 Chock (MN)
97-3701 Hewlett-Loomis (CA)
97-3781 Raisor (OH)
97-3862 Dente (NH)
97-4079 Macklin (MI)
97-4744 Gaeta (MA)

B. Subsequent Cases, Which Became Part
Of This MDL On Or After June 2, 1997

Case No. Plaintiff

97-4309 Biggers (PA)
97-4434 Lee (CA)
97-4526 Jesberg (MN)
97-4766 Fredman (MI)
97-4991 Steiner (ME)
97-5432 Janulis (PA).
97-5737 Mathews (AR)
97-5769 Hensel (MN)
97-5810 Einbinder (NY)
97-5893 Kowalczyk (MI)
97-5936 Boggs (NY)
97-5937 Rudt-Pohl (NY)
97-5938 McGookin (NY)
97-5939 Phillips (NY)
97-5940 Sava (NY)
97-5941 Tupper (MN)
97-6064 Kennedy (MN)
97-6330 Wagner (PA)
97-6412 Landrith (PA)

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97-6550 So (MI)
97-6563 Doe (PA)
97-6879 Mazer (MN)
97-6880 Pettigrew (RI)
97-7040 Goldstein (OH)
97-7237 Gonzalez (FL)
97-7233 Fleischer (PA)
97-7305 Belle (OH)
97-7317 Calvo (MI)
97-7370 McMullen (PA)
97-7371 Felder (PA)
97-7434 Dau (MN)
97-7806 Kale (NY)
97-7849 Doe II (PA)
97-7966 Minardi (ME)
97-7967 Stern (ME)
97-7968 Skelly (ME)
97-7969 Stark (ME)
97-7970 Plocharczyk (ME)
97-7971 Butler (ME)
97-7972 Collard (ME)
97-7973 Batra (ME)
97-7974 Butts (ME)
97-7975 Rowley (ME)
97-8105 Johnson-Jones (IN)
97-8084 Whitson (PA)
98-91 Siegel (PA)
98-344 Evans (PA)
98-464 Gavin (PA)
98-611 Corr (PA)

98-754 Ostler (MI)
98-914 Ingrassia (PA)
98-1073 Cavalletto (HI)
98-1152 Saam (NY)
98-1193 Albrecht (ME)
98-1236 Walz (MN)
98-1307 Stein (LA)
98-1308 LeClair (MN)
98-1247 Smith (PA)
98-1282 Warren (PA)
98-1690 Morris(OH)
98-1873 Gouda (MI)
98-1881 Ortiz (NY)
98-1882 Whalen (NY)
98-1909 Wagner (OH)
98-1915 Oakes (AR)
98-1950 Jones (SC)
98-1952 Campoli (IN)
98-1968 Clift (OR)
98-2150 Oliverio (MI)
98-2154 Tucker-Warner (NJ)
98-2050 Dennis (PA)
98-2214 Lacich (ME)
98-2231 Guido (NY)
98-2269 Persad (NY)
98-2272 Pearsall (NY)
98-2273 Pagano (NY)
98-2295 Knight (OH)
98-2308 Kraras (OH)
98-2335 Regier (WA)

98-2368 Dungca (NY)

98-2369 McAuliffe (NY)

98-2396 Melvin (NY)

98-2397 Connolly (NY)

98-2436 Herath (OH)

98-2515 Comstock (WA)

98-2524 Matthews (MO)

98-2965 Smith (AR)

98-3042 Collins (KY)

1. Any extension beyond the completion dates set forth shall be by agreement or by order of Court. The Court shall be notified of any extension by agreement. Such extension(s) shall not extend the Joint Report date of August 27, 1999 set forth below in par. 8.

FILED NOV 4 1997

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES PRODUCTS
LIABILITY LITIGATION

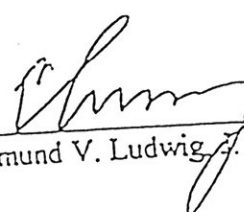
MDL DOCKET NO. 1148

ALL CASES

CASE MANAGEMENT ORDER NO. 12
DEFENDANTS' REVISED PRODUCT IDENTIFICATION
QUESTIONNAIRE TO PLAINTIFF

AND NOW, this 31st day of October, 1997, upon conference, the attached

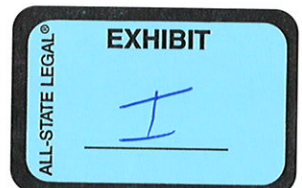
Defendants' Revised Product Identification Questionnaire to Plaintiff is hereby approved.


Edmund V. Ludwig

ENTERED

11/4/97

CLERK OF COURT



Defendants' Revised Product Identification
Questionnaire to Plaintiff

SECTION I - PERSONAL

1. Current Name: _____
(Please include your full first, middle, and last names)

2. Other Names by Which You Have Been Known:
(e.g., maiden name or married names)

Name	Years when name used
_____	_____ - _____
_____	_____ - _____
_____	_____ - _____

3. Date of Birth: _____

4. Place of Birth: _____
(City, state and foreign country, if applicable)

5. Social Security Number: _____

6. Current Address: _____

Street

City

State

Zip Code

7. Date You Began Living at Current Address: _____

8. Other addresses where you have lived during the past ten years:

Address	Dates you lived there
_____	_____

_____	_____

SECTION II - EDUCATION

9. For each school beyond high school, provide the following information:
(Your answer should include any college, vocational, technical or professional school.)

[Make additional copies of Question No. 9 to provide additional information if you attended more than one school.]

Name: _____

Address: _____

Dates of Attendance:
(Month and Year)

From: _____ To: _____

Degree Awarded: _____

Field of Study: _____

10. For each rotation or other clinical assignment (e.g., labs) you performed while attending the school identified above, provide the following information in the space below.

[Make additional copies of Question No. 10 if you participated in more than one rotation.]

- (a) Name and address of healthcare or other facility at which rotation or other clinical assignment was performed:

(b) Beginning and end date of rotation or other clinical assignment:

(c) Description (e.g., pediatrics, operating room, lab):

(d) Department for rotation or other clinical assignment:

(e) Floor for rotation or other clinical assignment:

(f) Supervisor(s):

(g) Whether or not you wore latex gloves during the rotation or clinical assignment.

(h) Whether or not you were exposed to but did not use latex gloves during the rotation or clinical assignment.

- | | | | |
|-----|-------------------------------|----------------------------|------------------|
| (2) | Surgical | Examination | Other type _____ |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |
| (8) | Lined | Unlined | |

(q) If the glove was textured, describe the texture:

(r) If the glove was lined, describe the lining material:

(s) Additional identifying characteristics (describe):

12. Produce copies of any documents (except your medical records) which support your use of the latex glove(s) identified or described in response to Question No. 11.

13. Identify those person(s) with whom you had regular contact at each rotation or clinical assignment who may be able to corroborate your use of the latex glove(s) at each rotation or clinical assignment listed in your answer to Question No. 11.

11. For each rotation or other clinical work you performed, provide the following information concerning the latex gloves you used:

[Please make additional copies of Question No. 11 as necessary and complete a separate sheet for each brand of latex glove you used during each rotation. For example, if you used two brands of latex gloves during a particular rotation, complete a separate sheet for each brand of glove.]

- (a) Identification of rotation/clinical assignment: _____
(Reference response to Question No. 10.)

- (b) Manufacturer of latex glove: _____
- (c) Brand/trade name/model of latex glove: _____
- (d) Manufacturer/brand name of kit containing latex gloves:

- (e) Manufacturer/brand name/model of latex gloves in kit identified in 11(d):

- (f) Dates of use: _____
- (g) Specific department where you used latex gloves:

- (h) Average number of uses per day (provide information concerning your personal use):

- (i) Average duration of use per day (provide information concerning your personal use):

- (j) Color: _____

- (k) Size: _____

- (l) Length (i.e., wrist, forearm): _____

- (m) Weight (i.e., light, standard, heavy): _____

- (n) Packaging:

- (i) Box (color, design, writing):

- (ii) Outer package (color, design, writing):

- (iii) Innerwrap (color, design, writing):

- (iv) Package inserts (color, design, writing):

- (o) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

- (p) Physical characteristics of particular latex glove (circle applicable entries):

- (1) Sterile Nonsterile

State whether such person(s) participated in the same rotation or clinical assignment as you.

14. State whether or not the information you provided in response to Question No. 11 is based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of central supply) to respond to Question No. 11, identify the other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your school(s) and employer(s), where applicable.]

15. For each rotation or other clinical work you performed, provide the following information concerning the latex gloves you did not use but were exposed to:

[Please make additional copies of Question No. 15 as necessary and complete a separate sheet for each brand of latex glove you did not use but were exposed to during each rotation. For example, if you were exposed to two brands of latex gloves during a particular rotation, complete a separate sheet for each brand of glove.]

- (a) Identification of rotation/clinical assignment: _____
(Reference response to Question No. 10.)

- (b) Manufacturer of latex glove: _____
- (c) Brand/trade name/model of latex glove: _____
- (d) Manufacturer/brand name of kit containing latex gloves:

- (e) Manufacturer/brand name/model of latex gloves in kit identified in 15(d):

- (f) Dates of exposure: _____
- (g) Specific department where you were exposed to latex gloves:

- (h) Average duration of exposure(s) per day:

(i) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

(j) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

(k) Physical characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|-------------------------------|----------------------------|------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type _____ |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |

(8) Lined = Unlined

(l) If the glove was textured, describe the texture:

(m) If the glove was lined, describe the lining material:

(n) Additional identifying characteristics (describe):

16. Produce copies of any documents (except your medical records) which support your claim of exposure (but not use) to the latex glove(s) identified or described in response to Question No. 15.

17. Identify those person(s) with whom you had regular contact at each rotation or clinical assignment who may be able to corroborate your exposure (but not use) to the latex glove(s) at each rotation or clinical assignment listed in your answer to Question No. 15. State whether such person(s) participated in the same rotation or clinical assignment as you. State whether such person(s) wore latex gloves in your immediate vicinity.

18. State whether or not the information you provided in response to Question No. 15 is based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of central supply) to respond to Question No. 15, identify the other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your school(s) and employer(s), where applicable.]

SECTION III - EMPLOYMENT HISTORY

A. Current Employment:
(Your answer should include full, part-time and self employment.)

☐ Check this box if you are not currently employed.

19. Employer's name, address and telephone number:

20. Nature of Business:

21. Month and year you started employment: _____

22. Current and past job title(s), position(s) and primary duties, including dates:

23. Specific locations (ie, departments and floors) you have worked in for this employer, including dates:

24. Name(s) of your current and past supervisors for this employer, including dates:

25. Provide the following information for each latex glove you used at this institution:

[Please make additional copies of Question No. 25 as necessary and complete a separate sheet for each latex glove you used at this institution. For example, if you used two brands of latex gloves at this institution, complete a separate sheet for each brand of glove.]

(a) Manufacturer of latex glove: _____

(b) Brand/trade name/model of latex glove: _____

(c) Manufacturer/brand name of kit containing latex gloves:

(d) Manufacturer/brand name/model of latex gloves in kit identified in 25(c):

(e) Dates of use: _____

(f) Specific department where you used latex gloves:

(g) Average number of uses per day (provide information concerning your personal use):

(h) Average duration of use per day (provide information concerning your personal use):

(i) Color: _____

(j) Size: _____

(k) Length (i.e., wrist, forearm): _____

(k) Weight (i.e., light, standard, heavy): _____

(l) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

- (l) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):
-

- (m) Physical characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|-------------------------------|----------------------------|------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type _____ |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |
| (8) | Lined | Unlined | |

- (n) If the glove was textured, describe the texture:
-

- (o) If the glove was lined, describe the lining material:
-

- (p) Additional identifying characteristics (describe):
-

26. Produce copies of any documents (except your medical records) which contain information concerning your use of the latex glove(s) identified or described in response to Question No. 25.

27. Identify those person(s) with whom you had regular contact in your current employment who may be able to corroborate your use of latex glove(s) at this institution. State whether such person(s) work in the same department as you.

28. State whether or not the information provided in response to Question No. 25 is based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of central supply) to respond to Question No. 25, identify the sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your employer.]

29. Provide the following information for each latex glove you did not use but were exposed to at this institution:

[Please make additional copies of Question No. 29 as necessary and complete a separate sheet for each latex glove you did not use but were exposed to at this institution. For example, if you were exposed to two brands of latex gloves at this institution, complete a separate sheet for each brand of glove.]

- (a) Manufacturer of latex glove: _____
- (b) Brand/trade name/model of latex glove: _____
- (c) Manufacturer/brand name of kit containing latex gloves: _____

- (d) Manufacturer/brand name/model of latex gloves in kit identified in 29(c): _____

- (e) Dates of exposure: _____

- (f) Specific department where you were exposed to latex glove: _____

- (g) Average duration of exposure(s) per day: _____

- (h) Packaging: _____

- (i) Box (color, design, writing): _____

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

(h) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

(i) Physical characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|-------------------------------|----------------------------|------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type _____ |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |
| (8) | Lined | Unlined | |

(j) If the glove was textured, describe the texture:

(k) If the glove was lined, describe the lining material:

(l) Additional identifying characteristics (describe):

30. Produce copies of any documents (except your medical records) which contain information concerning your claim of exposure (but not use) to the latex glove(s) identified or described in response to Question No. 29.

31. Identify those person(s) with whom you had regular contact in your current employment who may be able to corroborate your exposure (but not use) to latex glove(s) at this institution. State whether such person(s) work in the same department as you. State whether such person(s) wear latex gloves in your immediate vicinity.

State whether or not the information provided in response to Question No. 29 is based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of central supply) to respond to Question No. 29, identify the sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your employer.]

B. Prior Employment

(Your answers should include full, part-time employment and self-employment.)

[Please make additional copies of Question Nos. 33-38 to provide additional information if you have more than one prior employer.]

33. Employer's name, address and telephone number:

34. Nature of Business:

35. Month and year you started and ended employment: _____

36. Past job title(s) and position(s), including dates:

37. Specific locations (i.e., departments and floors) you have worked in for this employer, including dates:

38. Name(s) of your current and past supervisors at this location, including dates:

39. Provide the following information for each latex glove you used at each institution:

[Please make additional copies of Question No. 39 as necessary and complete a separate sheet for each latex glove you used at each institution. For example, if you used two brands of latex gloves at an institution, complete a separate sheet for each brand of glove.]

(a) Manufacturer of latex glove: _____

(b) Brand/trade name/model name of latex glove: _____

(c) Manufacturer/brand name of kit containing latex gloves:

(d) Manufacturer/brand name/model of latex gloves in kit identified in 39(c):

(e) Dates of use: _____

(f) Specific department where you used latex gloves:

(g) Average number of uses per day (provide information concerning your personal use):

(h) Average duration of use per day (provide information concerning your personal use):

(i) Color: _____

(j) Size: _____

(k) Length (i.e., wrist, forearm): _____

(k) Weight (i.e., light, standard, heavy): _____

(l) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

- (l) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):
-

- (m) Physical Characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|-------------------------------|----------------------------|-------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type: _____ |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |
| (8) | Lined | Unlined | |

- (n) If the glove was textured, describe the texture:
-

- (o) If the glove was lined, describe the lining material:
-

- (p) Additional identifying characteristics (describe):
-

Produce copies of any documents (except your medical records) which contain information concerning your use of the latex glove(s) identified or described in response to Question No. 39.

Identify the person(s) with whom you had regular contact at each prior employer who may be able to corroborate your use of latex gloves at each institution identified or described in response to Question No. 39. State whether such person(s) worked in the same department as you.

42. State whether or not the information provided in response to Question No. 39 was based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of center supply) to respond to Question No. 39, identify the other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your employers.]

43. Provide the following information for each latex glove you did not use but were exposed to at each institution:

[Please make additional copies of Question No. 43 as necessary and complete a separate sheet for each latex glove you did not use but were exposed to at each institution. For example, if you were exposed to two brands of latex gloves at an institution, complete a separate sheet for each brand of glove.]

- (a) Manufacturer of latex glove: _____
- (b) Brand/tradename/model name of latex glove: _____
- (c) Manufacturer/brand name of kit containing latex gloves:

- (d) Manufacturer/brand name/model of latex gloves in kit identified in 43(c):

(e) Dates of exposure: _____

(f) Specific department where you were exposed to latex gloves:

(g) Average duration of exposure(s) per day:

(l) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

(h) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

(i) Physical Characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|----------|-------------|------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type _____ |
| (3) | Powdered | Powder-free | |

(4) Ambidextrous Hand-Specific (right/left)

(5) Cuffed Uncuffed

(6) Beaded (i.e.,
rolled) Cuff No Bead on Cuff

(7) Textured Untextured

(8) Lined Unlined

(j) If the glove was textured, describe the texture:

(k) If the glove was lined, describe the lining material:

(l) Additional identifying characteristics (describe):

44. Produce copies of any documents (except your medical records) which contain information concerning your exposure (but not use) to the latex glove(s) identified or described in response to Question No. 43.

45. Identify the person(s) with whom you had regular contact at each prior employer who may be able to corroborate your exposure (but not use) to latex glove(s) at each institution identified or described in response to Question No. 43. State whether such person(s) worked in the same department as you. State whether such person(s) wore latex gloves in your immediate vicinity.

46. State whether or not the information provided in response to Question No. 43 was based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of center supply) to respond to Question No. 43, identify the other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use by your employers.]

SECTION IV - MISCELLANEOUS

47. Are there any locations (e.g., exposure to latex gloves as a patient, home use of latex gloves) not identified above where you claim you used or were exposed to latex gloves?

_____ Yes

_____ No

48. If your answer to the last question was "yes," please provide the following information for each location where you used latex gloves:

[Please make additional copies of Question No. 48 as necessary and complete a separate sheet for each latex glove you used at each location. For example, if you used two brands of latex gloves at a location, complete a separate sheet for each brand of glove.]

- (a) Name, Address, and Telephone Number of Location(s):

- (b) Dates (Month and Year) of use of the latex glove:

- (c) Manufacturer of latex glove:

- (d) Brand/trade name/model of latex glove:

- (e) Manufacturer/brand name of kit containing latex gloves:

(f) Manufacturer/brand name/model of latex gloves in kit identified in 48(c):

(g) Description of location where you used this latex glove:

(h) Average number of uses per day (provide information concerning your personal use):

(i) Average duration of use per day (provide information concerning your personal use):

(j) Color: _____

(k) Size: _____

(l) Length (i.e., wrist, forearm): _____

(m) Weight (i.e., light, standard, heavy): _____

(n) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

(o) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

(p) Physical Characteristics of particular latex glove (circle applicable entries):

- | | | | |
|-----|-------------------------------|----------------------------|-------------------|
| (1) | Sterile | Nonsterile | |
| (2) | Surgical | Examination | Other type _____) |
| (3) | Powdered | Powder-free | |
| (4) | Ambidextrous | Hand-Specific (right/left) | |
| (5) | Cuffed | Uncuffed | |
| (6) | Beaded (i.e.,
rolled) Cuff | No Bead on Cuff | |
| (7) | Textured | Untextured | |
| (8) | Lined | Unlined | |

(q) If the glove was textured, describe the texture:

(r) If the glove was lined, describe the lining material:

(s) Additional identifying characteristics (describe):

Produce copies of any documents (except your medical records) which support your use of the latex glove(s) identified or described in response to Question No. 48.

Identify those person(s) with whom you had regular contact at each location who may be able to corroborate your use of the latex glove(s) identified or described in response to Question No. 48. State whether such person(s) were physically present in the same location as you.

51. State whether or not the information provided in response to Question No. 48 was based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of Central Supply) to respond to Question No. 48, identify other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use at each location.]

52. If your answer to Question No. 47 was "yes," please provide the following information for each location where you did not use but were exposed to latex gloves:

[Please make additional copies of Question No. 52 as necessary and complete a separate sheet for each latex glove you did not use but were exposed to at each location. For example, if you were exposed to two brands of latex gloves at a location, complete a separate sheet for each brand of glove.]

- (a) Name, Address, and Telephone Number of Location(s):

- (b) Dates (Month and Year) of exposure to the latex glove:

- (c) Manufacturer of latex glove:

- (d) Brand/trade name/model of latex glove:

- (e) Manufacturer/brand name of kit containing latex gloves:

- (f) Manufacturer/brand name/model of latex gloves in kit identified in 52(e):

- (g) Description of location where you were exposed to this latex glove:

(h) Average duration of exposure(s) per day:

(i) Packaging:

(i) Box (color, design, writing):

(ii) Outer package (color, design, writing):

(iii) Innerwrap (color, design, writing):

(iv) Package inserts (color, design, writing):

(j) Manner in which the gloves were dispensed (i.e., from box dispensers, sealed packages, etc.):

(k) Physical Characteristics of particular latex glove (circle applicable entries):

(1) Sterile Nonsterile

(2) Surgical Examination Other type _____

(3) Powdered Powder-free

(4) Ambidextrous Hand-Specific (right/left)

(5) Cuffed Uncuffed

(6) Beaded (i.e., No Bead on Cuff

rolled) Cuff

(7) Textured Untextured

(8) Lined Unlined

(l) If the glove was textured, describe the texture:

(m) If the glove was lined, describe the lining material:

(n) Additional identifying characteristics (describe):

53. Produce copies of any documents (except your medical records) which support your claim of exposure (but not use) to the latex glove(s) identified or described in response to Question No. 52.

54. Identify those person(s) with whom you had regular contact at each location who may be able to corroborate your exposure (but not use) to the latex glove(s) identified or described in response to Question No. 52. State whether such person(s) were physically present in the same location as you. State whether such person(s) wore latex gloves in your immediate vicinity.

55. State whether or not the information provided in response to Question No. 52 was based wholly on your personal recollection. If you obtained information from other sources (i.e., friends, co-workers, health care facilities, hospital purchasing agent(s), manager(s) of Central Supply) to respond to Question No. 52, identify other sources of information and describe the information provided to you. Produce for inspection and copying all documents obtained from these sources.

[Your response to this question should include any information collected by you concerning the latex gloves provided for use at each location.]

SECTION-V - MEDICAL TREATMENT - ALLERGIES

Please provide the following information in chronological order, for each doctor, healthcare worker or healthcare provider (i.e., hospital, emergency room, outpatient surgical center, etc.) whom you have seen in consultation, examination or treatment for any allergic condition at any time.

DOCTOR, HEALTHCARE WORKER, OR HEALTHCARE PROVIDER NO. 1:

Name: _____

Address: _____

Telephone Number: _____

If a doctor, type of doctor (i.e., family doctor; allergist, internist, etc.):

Dates of Care: From _____ To _____

Reasons for Care: _____

Diagnosis (please include date of diagnosis): _____

DOCTOR, HEALTHCARE WORKER, OR HEALTHCARE PROVIDER NO. 2:

Name: _____

Address: _____

Telephone Number: _____

If a doctor, type of doctor (i.e., family doctor, allergist, internist, etc.):

Dates of Care: From _____ To _____

Reasons for Care: _____

Diagnosis (please include date of diagnosis): _____

DOCTOR, HEALTHCARE WORKER, OR HEALTHCARE PROVIDER NO. 3:

Name: _____

Address: _____

Telephone Number: _____

If a doctor, type of doctor (i.e., family doctor, allergist, internist, etc.):

Dates of Care: From _____ To _____

Reasons for Care: _____

Diagnosis (please include date of diagnosis): _____

DOCTOR, HEALTHCARE WORKER, OR HEALTHCARE PROVIDER NO. 4:

Name: _____

Address: _____

Telephone Number: _____

If a doctor, type of doctor (i.e., family doctor, allergist, internist, etc.):

Dates of Care: From _____ To _____

Reasons for Care: _____

Diagnosis (please include date of diagnosis): _____

DOCTOR, HEALTHCARE WORKER, OR HEALTHCARE PROVIDER NO. 5:

Name: _____

Address: _____

Telephone Number: _____

If a doctor, type of doctor (i.e., family doctor, allergist, internist, etc.):

Dates of Care: From _____ To _____

Reasons for Care: _____

Diagnosis (please include date of diagnosis): _____

VERIFICATION - [READ CAREFULLY]

In accordance with 28 U.S.C. §1746, I, the undersigned, declare under penalty of perjury that the foregoing responses to Defendants' Revised Product Identification Questionnaire to Plaintiff are true and correct. I understand that I am bound by these responses and may not be able to supplement them at a later time without good cause. I further understand that failure to identify a latex glove may result in the dismissal of one or more manufacturers or distributors from my lawsuit.

Executed on _____, 19____

Plaintiff's signature

(Type or legibly print name)

AUTHORIZATION OF RELEASE OF MEDICAL INFORMATION

Re: In Re: Latex Gloves Products Liability Litigation
MDL Docket No.: 1148

I hereby authorize and permit any doctor, nurse, clinic, hospital or laboratory to release for inspection and copying to counsel for Plaintiff/Client and defendants in the above-referenced litigation, or their authorized representatives, all of the documents listed below that pertain to:

This authorization does not authorize any form of communication other than the release of the following:

All medical reports or records, including but not limited to, medical histories, laboratory tests, test reports, original EEG and EKG tracings, and all records of every description whether as an emergency room patient, in-patient or out-patient and/or pertaining to the care, consultation, examination, treatment, diagnosis or prognosis, at any time afforded the undersigned; for their examination, review, and photocopying.

A photostatic copy of this authorization is agreed to by me to have the same effect and force as an original. This authorization shall remain in effect until 180 days from the date below. The above information may be material and relevant to the above referenced litigation. All information obtained will be used only in connection with this litigation.

Dated: _____, 1998

Signature of Plaintiff/Client

Print Name of Plaintiff/Client

Date of Birth: _____

DRAFT PROPOSED VERIFICATION

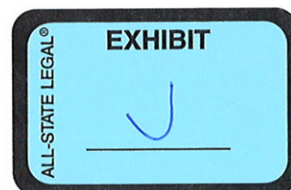
_____, being duly sworn deposes and says:

I am the Plaintiff in the above captioned matter. I have read the foregoing responses to Defendants' Product Identification Questionnaire to Plaintiff and the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true.

Plaintiff's Signature

Date:

Jurisdiction:



BACKGROUND AND PRODUCT IDENTIFICATION QUESTIONNAIRE

Persons Responding to Questions

1. Please identify each individual who provided information for the preparation of defendant's responses to these questions.

Corporate Background Information

2. State defendant's current and former names and addresses, including the names and addresses of any predecessor entities since 1978.

3. State the names and addresses of all other entities involved in the manufacture or distribution of latex gloves and/or kits containing latex gloves that have been acquired by or merged with defendant since 1978.

4. With respect to the manufacture or distribution of latex gloves, describe the current corporate organization of defendant, including the name and address of all divisions, affiliates, subsidiaries, and parents.

5. If defendant is not a corporation, please identify the nature of the business structure and any individual owners of the entity.

6. Identify defendant's current principal place of business, including any in New York.

7. Identify defendant's agent for service of process in New York.

8. For latex gloves and/or kits containing latex gloves manufactured, distributed or sold by defendant in the United States, state the trade names, model numbers (where ascertainable), first date of distribution or sale, and last date of distribution or sale, by the following physical



characteristics of the product:

- (1) Sterile
- (2) Nonsterile
- (3) Surgical
- (4) Examination
- (5) Powdered
- (6) Powder-free
- (7) Low Powder
- (8) Ambidextrous
- (9) Hand-Specific (right/left)
- (10) Cuffed
- (11) Uncuffed
- (12) Beaded (i.e. rolled) Cuff
- (13) No Bead on Cuff
- (14) Textured
- (15) Untextured
- (16) Lined
- (17) Unlined
- (18) Color

9. For each facility at which defendant has manufactured latex gloves and/or kits containing latex gloves since 1978, list the kind of latex gloves and/or kits containing latex gloves by

facility and the year(s) of manufacture.

10. For latex gloves and/or kits containing latex gloves distributed, sold or rebranded by defendant, state the names and addresses of all manufacturers of the latex gloves by trade name and year(s) of distribution or sale.

11. If you are a distributor of latex gloves and/or kits containing latex gloves, identify by brand and manufacturer all gloves sold by you in the United States since 1978.

12. Describe defendant's distribution process in the United States since 1978.

Warnings

13. At any time, have warnings accompanied any of defendant's latex gloves or kits containing latex gloves distributed in the United States regarding the possibility of an allergic reaction? If so, please state the inclusive dates of said warnings and provide a copy of each said warning.

ALL-STATE LEGAL®

EXHIBIT

2

Joanna Hamill Flum, Esq.

August 8, 1997

Page 2

2. The interrogatories and requests for production of documents will be deemed to request information on latex gloves (including private label sales) which were purchased by the health care facilities identified in plaintiffs' questionnaire during the time frames that plaintiffs were employed at those facilities. [Agreed]
3. This provision is duplicative of paragraph no. 5 and is deleted.
4. The information provided pursuant to paragraph 2 shall include the identification of all relevant latex gloves, by brand name, model and/or item number or other identification, and the dates of sale, manufacture or distribution, during the time frame plaintiff was employed at a particular facility. [Modified as to relevance and time frame].
5. If a manufacturer is unable to furnish the information specified in no. 2 above, it will identify the names of the distributors physically located in the geographic area for the identified health care facilities during the appropriate time frame. [Modified to provide known location of distributors]
6. The defendants will provide plaintiffs with the total number of distributors of latex gloves used by health care workers for each manufacturer nationwide. [Agreed]
7. By August 14, 1997, plaintiffs will identify a case in which Becton Dickinson and a limited number of other defendants are parties. This case will be a "test case" for product identification discovery of defendants' representatives as well as the relevant health care facilities and, if required, the distributor. [Agreed with change in style but not substance]
8. We respectfully suggest that the subject matter set forth in your July 15, 1997 letter to Alan Unikel is beyond the scope of the product identification discovery we have now agreed upon. It relates back to a time when you were seeking unlimited discovery

Joanna Hamill Flum, Esq.

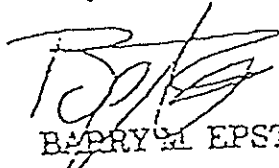
August 8, 1997

Page 3

of all gloves sold at any time anywhere regardless of its relevance to the plaintiffs in these cases. Becton Dickinson agrees to identify an individual(s) with knowledge of the company's sales and distribution system. (Modified as to scope]

9. Depositions of Becton Dickinson employees will take place in our office. You are correct that we discussed possible deposition dates as August 28 and August 29, 1997. Due to scheduling conflicts, we will try to set these up for the next week. We should discuss mutually convenient dates at your earliest convenience. (Modified as to time and place]
10. Defendants will provide the underlying documents from which they were able to answer the product identification interrogatories served on June 2, 1997 as modified by this agreement. Where those answers are derived from a compilation, defendants will provide a disk in ASCII format, if one exists, or hard copy. (Agreed]
11. Defendants will supply the requested information by August 15, 1997. (Agreed]

Very truly yours,


BARRY M. EPSTEIN

BME:rf

cc: Certain Manufacturer Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

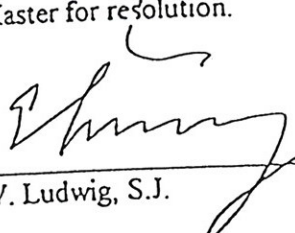
IN RE: LATEX GLOVES PRODUCTS : MDL DOCKET NO. 1148
LIABILITY LITIGATION :
: ALL CASES

CASE MANAGEMENT ORDER NO. 13
REFERRAL TO THE SPECIAL MASTER OF DISPUTES AS
TO NEED FOR PRODUCT IDENTIFICATION DEPOSITIONS OF PLAINTIFFS

AND NOW, this 31 day of October, 1997, upon conference, the following is ordered:

Defendants' revised product identification questionnaire has been agreed to among the parties and has been approved by the Court. Hereafter, only for good cause shown will separate depositions of plaintiffs solely on product identification issues be permitted, although such questioning may be conducted within the scope of future merits depositions.

All disputes regarding the need for separate depositions of plaintiffs solely on product identification issues are hereby referred to the Special Master for resolution.


Edmund V. Ludwig, S.J.

ENTERED: 11/4/97

CLERK OF COURT



FILED NOV 4 1997

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES PRODUCTS
LIABILITY LITIGATION

MDL DOCKET NO. 1148
ALL CASES

CASE MANAGEMENT ORDER NO. 17
ADOPTION OF BRIGHT-LINE TEST AND PROCEDURES

With the assistance of Plaintiffs' Lead Counsel and Defendants' Liaison Counsel-Spokesperson, the Court has determined to adopt a so-called "bright-line" test to be used to cause the dismissal of appropriate defendants from specific counts in complaints in specific actions or from specific actions entirely at the termination of product identification discovery in those actions. The objective has been to develop a test that will be relatively easy to apply in good faith by plaintiffs' and defendants' counsel. Since this process will not preclude a Rule 56 motion on these issues at the conclusion of merits discovery, only clear-cut situations should result in dismissal of particular defendants at this time. To the extent that counsel cannot agree in individual situations, however, a simple dispute resolution procedure is provided.

BRIGHT-LINE TEST

Accordingly, the Court hereby adopts the following bright-line test:

Upon completion of pre-trial discovery relevant to product identification issues, the parties shall confer in good faith to decide whether, based on the evidence: (a) a particular defendant's latex gloves were supplied to any institution at a time when plaintiff was present at such institution; and (b) if so

ENTERED: _____

11/4/97

CLERK OF COURT



supplied, a particular defendant's latex gloves were used either by plaintiff or by others at such institution in a manner in which such exposure reasonably could cause harm. If such evidence does not exist for (a) and (b) above, the plaintiff will agree to the voluntary dismissal of said defendant subject to the following condition: if for a period of one year following dismissal or ninety (90) days after the completion of merits discovery, whichever occurs later, evidence of such use or exposure to defendant's latex gloves which reasonably could have caused harm to plaintiff is developed and which was not reasonably known by or disclosed previously to plaintiff, the dismissed defendant will agree voluntarily to return to the record by stipulation without asserting the statute of limitations as a defense assuming that the initial filing was timely.

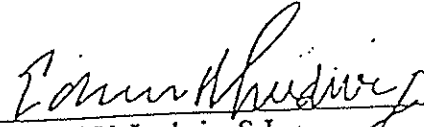
To the extent a plaintiff has alleged claims which impose liability irrespective of a plaintiff's ability to prove actual use of or exposure to a particular defendant's product, and where the applicable substantive law recognizes the legal sufficiency of such claims, the defendant shall not be entitled to dismissal from those claims.

PROCEDURE FOR APPLICATION AND RESOLUTION OF THE BRIGHT-LINE TEST

The Court hereby adopts the following procedure for application and resolution of the bright-line test in individual actions part of MDL No. 1148:

1. Promptly after completion of pretrial discovery relevant to product identification issues in an individual action, plaintiff's counsel and counsel for any defendant believing it should be dismissed from the action entirely or from any counts of the complaint by application of the bright-line test shall meet and confer on that issue.
2. If counsel agree on a dismissal of defendant, an appropriate consent order shall be prepared and submitted to the Court. If counsel agree that no dismissal is appropriate, no further action shall be required. If the parties do not agree, either party may submit the dispute to the Special Master no later than 14 days after the close of discovery relevant to product identification issues.
3. The Special Master shall promptly conduct a hearing on the dispute and shall deliver an advisory opinion to the parties no later than 7 days after the hearing.
4. Promptly after receipt of the advisory opinion, plaintiff's and defendant's counsel shall meet and confer on the issue.
5. If counsel agree on a dismissal of defendant, an appropriate consent order shall be prepared and submitted to the Court. If counsel agree that no dismissal is

appropriate, no further action shall be required. If the parties do not agree, either party may submit the dispute to the Court in accordance with a procedure set by the Court.



Edmund V. Ludwig, S.J.

JUL-20-1998 10:58

US DISTRICT COURT

FILED JUL 17 1998

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LATEX GLOVES PRODUCT
LIABILITY LITIGATION

MDL DOCKET NO. 1148

ALL CASES

CASE MANAGEMENT ORDER NOS. 17B AND 28B
ORDER FOR BRIGHT-LINE DISMISSAL

AND NOW, this 17th day of July, 1998, the attached forms of Consent Orders and Orders of Dismissal are approved for bright-line dismissals under Case Management Orders Nos. 17, 28, 17A, and 28A.

Consent Order forms Exhibits A and B are for total or partial dismissal during or after completion of product identification discovery or after receiving the Special Master's recommended ruling.

The Special Master's Order of Dismissal forms Exhibits C and D are to be used if the parties do not accept the Special Master's recommended ruling. A proposed Order of Dismissal is to be submitted by the Special Master when the ruling, upon a party's objection, is referred to the court.

COPIES BY FAX ON:

7/20/98

TO:

E. Ludwig
Edmund V. Ludwig, J. presiding

ENTERED:

7/20/98

CLERK OF COURT

JUL-20-1998 10:58

US DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LATEX GLOVES PRODUCT
LIABILITY LITIGATION

MDL DOCKET NO. 1148

This refers to
[Insert Case Name]
[Insert E.D. Pa.
Case Number]

CONSENT ORDER OF DISMISSAL UNDER
THE BRIGHT-LINE TEST AND PROCEDURES
(DISMISSAL FROM ENTIRE ACTION)

Under the Bright-Line Test and Procedures (CMO Nos. 17,
28, 17A, and 28A), the terms of which are incorporated by reference
here, plaintiff _____ and
defendant _____, by their
respective counsel, stipulate that this defendant should be
dismissed from this action.

Date: _____

Plaintiff's counsel _____

Date: _____

Defendant's counsel _____

It is so ordered.

Date: _____

Edmund V. Ludwig, J.

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LATEX GLOVES PRODUCT
LIABILITY LITIGATION

MDL DOCKET NO. 1148

This refers to
[Insert Case Name]
[Insert E.D. Pa.
Case Number]

CONSENT ORDER OF DISMISSAL UNDER
THE BRIGHT-LINE TEST AND PROCEDURES
(PARTIAL DISMISSAL)

Under the Bright-Line Test and Procedures (CMO Nos. 17,
28, 17A, and 28A), the terms of which are incorporated by reference
here, plaintiff _____ and
defendant _____, by their
respective counsel, stipulate that this defendant should be
dismissed from the following claims:

- 1.
- 2.
- 3.
- 4.

The parties further stipulate that this defendant is not
to be dismissed from the following claims and that these claims are
unaffected by this consent order:

- 1.
- 2.

EXHIBIT B

JUL-20-1998 10:59

US DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LATEX GLOVES PRODUCT
LIABILITY LITIGATION

MDL DOCKET NO. 1148

This refers to
(Insert Case Name)
(Insert E.D. Pa.
Case Number)

ORDER OF DISMISSAL UNDER
THE BRIGHT-LINE TEST AND PROCEDURES
(DISMISSAL FROM ENTIRE ACTION)

Under the Bright-Line Test and procedures (CMO Nos. 17,
28, 17A, and 28A), the terms of which are incorporated by reference
here, defendant _____ is
dismissed from this action.

Date: _____

Edmund V. Ludwig, J.

EXHIBIT C

JUL-20-1998 10:59

US DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE LATEX GLOVES PRODUCT
LIABILITY LITIGATION

:
:
:
:
:
:
:

MDL DOCKET NO. 1148

This refers to
[Insert Case Name]
[Insert E.D. Pa.
Case Number]

ORDER OF DISMISSAL UNDER
THE BRIGHT-LINE TEST AND PROCEDURES
(PARTIAL DISMISSAL)

Under the Bright-Line Test and Procedures (CMO Nos. 17,
28, 17A, and 28A), the terms of which are incorporated by reference
here, defendant _____ is
dismissed from the following claims:

- 1.
- 2.
- 3.
- 4.

This defendant is not dismissed from the following claims
and these claims are unaffected by this order:

- 1.
- 2.
- 3.
- 4.

Date: _____

Edmund V. Ludwig, J.

EXHIBIT D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

Michael E. Kunz
Clerk of Court

FAX COVER SHEET

DATE: 7/20/98

RE: MDL 1148

TO:

Larry L. Turner, Esq.
James A. Willhite Jr. Esq.
Dianne M. Nast, Esq.
David S. Shrager, Esq.

TOTAL P.09

SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

IN RE: NEW YORK STATE LATEX GLOVE PRODUCTS
LIABILITY LITIGATION

Index No. 751000/99

THIS DOCUMENT APPLIES TO ALL LATEX GLOVE
PRODUCTS LIABILITY ACTIONS FILED IN THE
SUPREME COURT OF THE STATE OF NEW YORK

NOTICE OF ENTRY

PLEASE TAKE NOTICE that annexed hereto is a true copy of Case
Management Order No. 2, without exhibits, entered in the Clerk's Office of the Supreme Court
of the State of New York, County of New York, on September 8, 2000.

DATED: New York, New York
September 25, 2000

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By: 

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Attorneys for Defendants Johnson &
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TO: See Attached Service List

In re: New York State Latex Glove Products Liability Litigation

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Sub # 6

FILED

SEP 08 2000

NEW YORK
COUNTY CLERK'S OFFICE

SUPREME COURT OF THE STATE OF NEW YORK
ALL COUNTIES OF NEW YORK

X

IN RE: NEW YORK STATE LATEX GLOVE PRODUCTS LIABILITY
LITIGATION

X

THIS DOCUMENT APPLIES TO ALL LATEX GLOVE
PRODUCTS LIABILITY ACTIONS FILED IN
THE SUPREME COURT OF THE STATE OF NEW YORK

Index No. 751000/99

X

CASE MANAGEMENT ORDER NO. 2

**Discovery and Scheduling Order
Governing Merits Discovery**

This Case Management Order will govern the remaining discovery to be conducted in this litigation on the issues of liability, causation, damages and defenses ("merits discovery"). It is intended to follow-up and finalize discovery activity which took place during the first phase, consisting of product identification discovery, which is the subject of New York State Court Latex Glove Products Liability Litigation Case Management Order No. 1 ("CMO No. 1").

Coordination with MDL 1148

As with the product identification phase of discovery, in the interest of justice, judicial economy and efficiency, merits discovery will be coordinated to the extent possible with the multi-district litigation proceeding pending in the United States District Court for the Eastern District of Pennsylvania, styled *In re: Latex Gloves Products Liability Litigation*, No. MDL 1148 ("MDL 1148"). The following procedures are designed to ensure continued coordination with MDL 1148.

Written Discovery

2. No later than (i) October 2, 2000 for cases referenced on Exhibit A attached to CMO No. 1, or (ii) in all other cases, 120 days from the Start Date in each case, as defined in Section VII. 2, n. 2 of CMO No. 1, in which the Start Date has not begun to run as of the date that this order is entered, the plaintiff shall respond to the following sets of discovery propounded by the defendants to plaintiffs in MDL 1148: Revised Defendants' Merits Interrogatories to All Plaintiffs - First Set and the Revised Defendants' Merits Requests For Production of Documents to All Plaintiffs - First Set, Defendants' Second Set of Merits Interrogatories Concerning Plaintiffs' Alternative Theories of Liability and Defendants' Second Set of Requests for Production of Documents Concerning Plaintiffs' Alternative Theories of Liability. Copies of these discovery requests are attached as Exhibit A hereto. Plaintiffs answers to this discovery shall comply with the guidelines set forth in MDL 1148 CMO No. 58, insofar as it does not require answers that are inconsistent with New York law, and except as the Court otherwise directs upon application by a plaintiff. A copy of MDL 1148 CMO No. 58 is attached hereto as Exhibit B.

3. No later than (i) October 2, 2000 for cases referenced on Exhibit A attached to CMO No. 1, or (ii) in all other cases, 120 days from the Start Date in each case, as defined in Section VII. 2, n. 2 of CMO No. 1, in which the Start Date has not begun to run as of the date that this order is entered, each manufacturer defendant shall respond to the following sets of discovery propounded by the plaintiffs to the defendants in MDL 1148: Merits Interrogatories of Plaintiffs Addressed to All Defendants - First Set and the Merits Request for Production of Documents of Plaintiffs Addressed to All Defendants - First Set, Plaintiffs' Revised Interrogatories (Contention) To All Defendants - Second Set, and Merits Interrogatories of Plaintiffs Addressed to All Defendants - Third Set. Copies of these discovery requests are attached as Exhibit C.

4. No later than (i) October 2, 2000 for cases referenced on Exhibit A attached to CMO No. 1, or (ii) in all other cases, 120 days from the Start Date in each case, as defined in Section VII. 2, n. 2 of CMO No. 1, in which the Start Date has not begun to run as of the date that this order is entered, each distributor defendant shall also respond to the following sets of discovery propounded by the plaintiffs to the defendants in MDL 1148: Merits Interrogatories and Requests for Production of Documents of Plaintiffs Addressed to Distributor Defendants. Copies of these discovery requests are attached as Exhibit D.

5. On or before October 2, 2000, each manufacturer and distributor defendant shall serve all parties with written responses to the questions set forth at MDL 1148 CMO No. 41. A copy of MDL 1148 CMO No. 41 is attached hereto as Exhibit E.

6. Each party shall amend and/or supplement its discovery responses in each case as required under CPLR 3101(h).

7. In addition to the MDL discovery set forth above, plaintiffs as a group and the manufacturer defendants as a group may serve upon each other an additional 25 nonduplicative, supplemental written interrogatories, excluding notices to admit and interrogatories asking a party only to identify or authenticate specific documents. Each discrete subpart of an interrogatory is considered a separate interrogatory. The parties by agreement or the Court upon motion may modify this limit.

8. In addition to the MDL discovery set forth above, plaintiffs as a group and the distributor defendants as a group may serve upon each other an additional 25 nonduplicative, supplemental written interrogatories, excluding notices to admit and interrogatories asking a party only to identify or authenticate specific documents. Each discrete subpart of an interrogatory is considered a separate interrogatory. The parties by agreement or the Court upon motion may modify this limit.

Document Production

9. Plaintiff: The plaintiff(s) in each case shall produce documents that are responsive to the MDL 1148 merits discovery requests, as more fully set forth in paragraph 2 of this CMO, by producing the documents directly to all counsel of record in that plaintiff's case, or in the alternative, by making the documents available for inspection and copying at reasonable times at the offices of that plaintiff's counsel. The defendants may arrange for copies to be made by an independent copy service.

10. Defendants: In response to any of the above-referenced discovery requests, as more fully set forth in paragraphs 3, 4 and 5, that have been previously propounded in MDL 1148, any defendant may serve plaintiffs with its discovery answers served previously in MDL 1148; however such service must be accompanied with a separate pleading, captioned as set forth in Section II.B of CMO No. 1, which identifies the specific MDL discovery responses being adopted and/or incorporated by reference and which is signed by counsel for that defendant. Such responses are subject to the supplementation requirements of the CPLR. No MDL defendant shall be compelled to produce the following: (i) any document previously produced in the MDL proceedings; or (ii) any information previously produced in the MDL proceedings. To the extent MDL defendants refer plaintiffs to documents or interrogatories produced in the MDL proceedings, defendants agree to: 1) identify documents by specific bates numbers; and, 2) interrogatories by case name, bates number and interrogatory number. To the extent that plaintiffs are unable to obtain or retrieve copies of any documents or interrogatories produced in the MDL proceedings, defendants agree to produce copies to plaintiffs, with plaintiffs agreeing to pay for the cost of these copies. The defendants that have not previously produced documents in response to the MDL 1148 merits discovery requests shall produce responsive documents by making them available for inspection and copying at reasonable times at the offices of its counsel. As set forth in CMO No. 1, the plaintiff(s) in each case shall have access to the documents maintained in the Plaintiff's Document Depository in connection with MDL 1148, subject the provisions of Case Management Orders 7 and 7A,

Protective Orders Governing Confidentiality, Stipulations, and Case Management Order 27 entered in MDL 1148, and all modifications and revisions to those orders and stipulations. Any documents produced in this litigation that have not been previously produced are subject to the terms of the Protective Order entered by the Court as part of CMO No. 1.

Authorizations

11. Pursuant to Section VII. 2 of CMO No. 1, plaintiffs in each case were required to produce original executed authorizations during the product identification phase of discovery. In the course of discovery, defendants may determine the need to obtain supplemental and/or additional authorizations. Further, certain non-parties may require execution of form authorizations other than those attached as Exhibit G to CMO No. 1. Plaintiffs in each case shall provide any necessary authorizations to lead defense counsel in each case within 14 days of a written request for such authorizations

12. Nothing in this Order shall preclude the parties from issuing subpoenas on non-parties for any records. The parties consent that all documents obtained via subpoena will be provided to an agreed upon record copy/retrieval service, and to designated Lead Defense Counsel in the particular case, if the subpoenaing party is the plaintiff (and to an agreed upon record copy/retrieval service and plaintiff's counsel if the subpoenaing party is not the plaintiff), within one week of receipt of such records. In addition, the party issuing the subpoena shall notify all parties that such documents are available for copying. Failure to comply with production of nonparty documents will result in preclusion of the use of those documents for any and all dispositive motions and/or at trial.

Independent Medical Examinations

13. Upon notice and request by the defendants, the plaintiff in each case shall submit to one independent medical examination ("IME") in each of the areas of medical specialty at issue in that

plaintiff's case. The IME's shall be performed within the plaintiff's county of residence, one of the contiguous counties or if the plaintiff is a resident of a county in New York City, in the New York City metropolitan area. As per CPLR 3121(b), reports shall be prepared and served on all counsel of record in a particular case after the completion of each IME of the plaintiff in that case.

Depositions

14. As with the product identification phase of discovery, the Court intends to limit duplicative or repetitive examination of party and non-party witnesses unless necessary in the context of a particular case.

15. In response to a deposition notice, a MDL defendant shall have the option of producing the representative(s) identified in the deposition notice (or if none is identified, an appropriate representative), or in lieu of making the witness available for deposition, producing a transcript of any latex glove products liability litigation deposition (pursuant to the Protective Order entered as part of CMO No. 1) given by a representative in the MDL proceedings or in another state court latex glove product liability action, or a different representative with knowledge of the subject of the deposition notice. Plaintiffs may request (and defendant shall provide) copies of transcripts of all latex glove products liability litigation depositions of a particular witness if a transcript is identified in lieu of testimony as described above. The transcript(s) of any such deposition that are produced pursuant to this provision, and that has been cross-noticed as set forth in CMO No. 1, Section VII.3, may be used in the case in which it is produced by all parties in that case to the same extent as if it had been taken in that case. If the party who noticed the deposition determines that the prior deposition testimony is insufficient for purposes of the particular case in which the deposition notice was served and if the parties cannot agree that a further deposition of the witness should be obtained, then the requesting counsel may seek an

order of the Court, by filing a motion which shall set forth the reason(s) additional discovery is needed and all of the subject areas about which the requesting party seeks supplemental testimony.

16. If a MDL defendant's witness has not been deposed on merits issues in the MDL proceedings and a plaintiff in this litigation wishes to depose such a representative, counsel shall attempt to coordinate such deposition(s) with the appropriate defense counsel in the MDL proceedings. If a defendant's witness is to be deposed by a plaintiff, counsel for the defendant shall be responsible for cross-noticing the deposition. All parties shall cooperate with cross-noticing efforts, including providing ample time and notice for non-parties to this action to participate.

17. Merits depositions of the MDL defendants and their representatives have been occurring in the MDL proceedings and in other state court natural rubber latex glove product liability actions simultaneous with product identification discovery in this litigation. The transcript(s) of any such deposition that are produced pursuant to this provision, and that has been cross-noticed as set forth in CMO No. 1, Section VII.3, may be used in the case in which it is produced by all parties in that case to the same extent as if it had been taken in that case. Any further merits depositions taken in MDL 1148 and in other state court natural rubber latex glove product liability actions should be cross-noticed in this litigation. Counsel for each MDL defendant shall be responsible for cross-noticing depositions of their representatives or witnesses for use in this litigation. Any depositions that are cross-noticed may be used in this litigation by all parties to the same extent as if they had been taken in this litigation. Failure of counsel for an MDL defendant to cross-notice a deposition will not preclude plaintiffs from using the deposition as if it had been taken in this litigation.

18. Except as in provided in paragraph 19, a deposition of the plaintiff(s) in each case shall be taken during the merits phase of discovery. This deposition will cover all matters at issue in each case, including product identification issues, unless a separate product identification deposition of plaintiff(s) was previously completed.

19. The depositions of the plaintiffs in the eight cases referenced in paragraph 34 herein shall be completed on or before November 15, 2000.

20. The depositions of the plaintiffs in the remaining cases listed on Schedule A, attached as Exhibit A to CMO No. 1 shall be completed on or before January 15, 2001.

21. The parties may depose any non-party fact witness including the treating physicians of each plaintiff without further leave of court.

22. Unless all parties otherwise agree, all objections raised during the course of any deposition, except as to the form of the question, shall be reserved until the time of trial. Any objection as to form shall be clearly stated, and upon request, the reasons given in order to enable the questioner to amend or change the question or correct any possible error as to form. Further, an objection by one defendant at a deposition shall serve as an objection by all defendants.

23. Questioning of witnesses shall not be unnecessarily repetitive. Reasonable efforts shall be made to conduct each deposition efficiently and to avoid the unnecessary expenditure of time. Attorneys in cases which are cross-noticed shall have a reasonable opportunity to question the deponent.

24. Deposition notices shall state whether the deposition is to be videotaped and, if so, the name, firm, and address of the videographer or videography firm shall be set forth in the notice. All videotaped depositions shall proceed pursuant to the CPLR and Section 202.15 of the Uniform Rules for the Trial Courts of the State of New York and Orders of this Court.

25. Cameras and microphones shall accurately reproduce the appearance of the deponent and assure clear reproduction of the deponent's testimony and the statements of counsel. The camera shall at all times remain focused only on the deponent. The video technician shall not use any zoom or wide angle lens feature on the camera.

26. The deponent, or any party, may place upon the record any objection to the video technician's handling of the video recording procedures. Such objections shall be considered by the Court in ruling on the admissibility of the video record.

27. The stenographic transcript shall constitute the official transcript of the deposition. In the event of any material discrepancy between the video record and the stenographic transcript, there shall be a presumption that the stenographic transcript shall control unless the Court rules otherwise.

28. Counsel for plaintiffs and defendants shall consult in advance in an effort to schedule depositions of witnesses at mutually convenient times.

Expert Discovery

29. (a) "Expert material" as used herein means the qualifications of the witness, including a list of all publications authored or co-authored by the witness within the preceding ten years (which may be satisfied by production of a current *curriculum vitae*) and a list of all medical records, medical or scientific literature and all other documents or data upon which the expert has relied in formulating his or her opinion.

(b) "Expert's report" as used herein means a written report prepared and signed by the expert, which contains a complete statement of all opinions to be expressed at trial by the expert and the basis and reasons therefor.

(c) Plaintiffs in the eight cases referenced in paragraph 34 herein shall designate all of his or her experts no later than December 5, 2000, by serving upon each defendant in the case, by facsimile or by personal service, an expert's report and expert material for each expert in the case. On or before February 1, 2001, plaintiffs in the aforementioned eight cases shall make available and present their designated expert witnesses for depositions.

(d) Defendants in the eight cases referenced in paragraph 34 herein shall designate their experts no later than January 15, 2001, by serving upon plaintiff and each co-defendant in the case, by facsimile or by personal service, an expert's report and expert material for each expert in the case. On or before March 15, 2001, defendants in the aforementioned eight cases shall make available and present their designated expert witnesses for depositions.

(e) Plaintiffs in all the remaining cases listed on Schedule A, attached as Exhibit A to CMO No. 1, excluding the eight cases referenced in paragraph 34 herein, shall designate all of their experts no later than February 5, 2001, by serving upon each defendant in the case, by facsimile or by personal service, an expert's report and expert material for each expert in the case. On or before April 15, 2001, plaintiffs in the aforementioned cases shall make available and present their designated expert witnesses for depositions.

(f) Defendants in all the remaining cases listed on Schedule A, attached as Exhibit A to CMO No. 1, excluding the eight cases referenced in paragraph 34 herein, their experts no later than March 9, 2001, by serving upon plaintiff and each co-defendant in the case, by facsimile or by personal service, an expert's report and expert material for each expert in the case. On or before May 15, 2001, defendants in the aforementioned cases shall make available and present their designated expert witnesses for depositions.

(g) Any party may serve, upon plaintiff and each co-defendant in the case, supplemental expert report(s) from an expert previously designated as provided for in the CPLR. On or before February 1, 2001, any party in the eight cases referenced in paragraph 34 herein shall submit its supplemental expert reports. On or before March 25, 2001, any party in all the remaining cases listed on Schedule A, attached as Exhibit A to CMO No. 1, excluding the eight cases referenced in paragraph 34 herein, shall submit its supplemental expert reports. If the expert for whom the supplemental expert report has been served has already been deposed, he or she may be deposed a second time only on new material

contained within such supplemental expert report. Said deposition shall taken place within 15 days of the receipt of the supplemental expert report. If the expert has not been previously deposed in this litigation, he or she may be deposed within 20 days of receipt of the supplemental expert report. (h)

(h) Depositions of plaintiffs' and defendants' experts in the MDL on common issues have been and are continuing to be taken. The transcript(s) of any such deposition that are produced pursuant to this provision, and that has been cross-noticed as set forth in CMO No. 1, Section VII.3, may be used in the case in which it is produced by all parties in that case to the same extent as if it had been taken in that case. Any further expert depositions taken in MDL 1148 on common issues may be cross-noticed in these cases. Counsel for defendants shall be responsible for cross-noticing depositions of their experts for use in these cases and counsel for plaintiffs shall be responsible for cross-noticing depositions of their experts for use in these cases. Any depositions that are cross-noticed may be used in these actions by all parties to the same extent as if they had been taken in these actions by all parties to the same extent as if they had been taken in these actions

(i) Should an expert who has previously been deposed in MDL 1148 or as a common issue expert in any individual case in this coordinated litigation be designated by any party in a given case subject to this order, the deposition that the parties shall be entitled to take will be non-repetitive of any deposition previously taken of such expert, pertaining to issues that were not covered by prior deposition(s) of that witness. Such deposition shall proceed in accordance with the time schedules set forth in subparagraphs (c) through (f), hereof. Objections, if any, to conducting such depositions, shall be served within 10 days of service of a deposition notice for the deposition of such a witness. Counsel shall discuss such objections and attempt to reach a good faith resolution of any differences. In the event a resolution of all objections cannot be achieved by agreement of counsel, any party may seek leave of Court, by motion, to conduct a non-repetitive deposition of such expert witness pertaining to issues that were not covered by prior depositions of that expert witness.

(j) The designation and deposition of an expert on generic issues in MDL 1148 shall not preclude the designation of additional or substitute expert witnesses on such issues for trial, subject to the deadlines set forth in the preceding subparagraphs of paragraph 29.

Discovery Disputes

30. The parties agree that disputes relating to confidentiality will be governed by the determinations, orders and recommendations made in the MDL proceedings. The parties further agree that disputes relating to discoverability will be governed by New York law, and the determinations, orders and recommendations made in the MDL proceedings. As is necessary, a producing party, in response to a discovery request, may assert a claim of privilege consistent with New York law, and determinations, orders and recommendations made in the MDL proceedings, and shall provide a privilege log as provided for in CPLR 3122(b). If any other dispute arises between the parties concerning discovery, parties shall meet and confer in good faith in an effort to resolve the dispute informally.

Other Discovery

31. Nothing in this Order shall be construed to limit the parties from seeking discovery from non-parties as provided for in the CPLR.

Discovery Deadline, Pleadings and Pretrial Matters

32. All cross-claims and third-party claims shall be served and filed no later than 30 days before the filing of a Note of Issue in each case. All amended pleadings shall be served and filed no later than 30 days before the filing of a Note of Issue and Certificate of Readiness in each case.

33. A conference will be conducted 30 days after the filing of a Note of Issue and Certificate of Readiness in each case, or as otherwise scheduled by the Court. At the conference, the Court shall

consider all outstanding motions and will consider proposals for narrowing the issues at trial. At the conference, the Court will also set deadlines for filing and exchange of exhibit and witness lists, designation of deposition testimony and objections to deposition testimony, motions in limine and proposed jury questions and instructions.

34. On October 12, 2000, by the close of business, Plaintiffs' and Defendants' Liaison Counsel will each submit the names of four cases taken from the list of Schedule A cases, attached as Exhibit A to CMO No. 1, to be trial ready on April 3, 2001. The respective case selections are to be forwarded via facsimile, only by each respective Liaison Counsel to the respective opposing Liaison Counsel and to the Court.

35. Motions relating to appropriate trial venue for any of the eight cases selected by the parties and referenced in paragraph 34 shall be made returnable January 25, 2001 and the Court shall hear oral arguments on any such motions on February 8, 2001.

36. On February 5, 2001, plaintiffs shall file Notes of Issue in the eight cases selected by the parties and referenced in paragraph 34.

37. On February 12, 2001, the Court shall set trial dates, beginning with April 3, 2001, for those of the eight cases selected by the parties and referenced in paragraph 34 that are properly venued for trial in New York County or in any county under this Court's jurisdiction.

38. On May 4, 2001, plaintiffs shall file Notes of Issue in the remaining cases listed on Schedule A, attached as Exhibit A to CMO No. 1.

Continuing Product Identification Discovery

39. Nothing in this Order shall preclude further product identification discovery.

Service

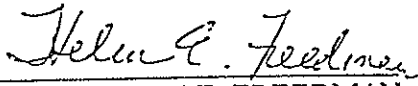
40. All papers and correspondence in this litigation shall be served pursuant to the terms set forth in Section III., 1 and 3 of CMO No. 1. To the extent any party is represented by more than one law firm and/or lawyer, counsel for that party shall designate in writing to all other parties which lawyer at which law firm shall receive papers on the party's behalf. If no such designation is made, service on any single lawyer or law firm representing a party shall constitute service on that party.

Amendments

41. Upon the consent of all parties and approval of the Court, or upon the showing of good cause, the Court may amend this Order as justice requires.

Dated: August 26, 2000.

SO ORDERED,


JUSTICE HELEN E. FREEDMAN

FILED SEP 28 1998

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LATEX GLOVES
PRODUCTS LIABILITY LITIGATION

: MDL DOCKET NO. 1148
:
: ALL CASES

CMO NO. 17C AND CMO NO. 28C
PROCEDURE FOR DISCOVERY AFTER BRIGHT-LINE DISMISSALS

AND NOW, this 24th day of September, 1998, in furtherance of
the bright-line test and its procedures (CMOs 17, 28 and 17A and
28A) and upon agreement of the parties, the following is ordered:

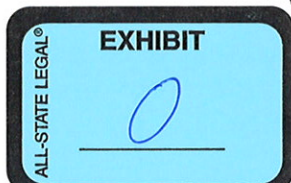
At any time during merits discovery, plaintiff may serve the
interrogatories below on any defendant not the subject of a bright-
line dismissal. Such defendant shall respond to the
interrogatories without objection within thirty (30) days.

Interrogatories:

1. Do you contend that any of the defendants that were
dismissed under the bright-line test and procedures sold
or supplied latex gloves to any facility identified by
plaintiff as one where he/she used latex gloves or was
exposed to latex gloves in a manner that could reasonably
have caused harm?

(List defendants dismissed under the bright-line test)

2. If your answer to the preceding interrogatory is other
than an unqualified "No": Identify each and every fact
upon which you base this contention, identify each and
every person having knowledge of these facts, identify
each and every document containing information that
supports this contention and identify the dismissed
defendant and the glove to which you contend plaintiff
was exposed, by model number or other specific
description.



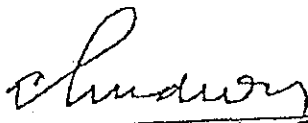
ENTERED: 9/29/98

RECEIVED BY COURT
US DISTRICT COURT

SEP-29-1998 10:04
RECEIVED 09/29 10:24 1998 AT 2157272620

By issuing this order, the court intends, and all parties agree, that in cases where plaintiff has served these interrogatories, and where a defendant has responded to interrogatory number one with an unqualified "No," that defendant shall be prohibited at trial, over plaintiff's objection, from attempting to attribute fault to a defendant that was dismissed under the bright-line test, from commenting on the absence or involvement of that defendant, or introducing any evidence with respect to that defendant.

It is also this court's intent, and all parties agree, that, at trial, defendants shall be bound by their responses to these interrogatories unless good cause exists for allowing their amendment. No amendment of these interrogatory responses, as they pertain to a particular bright-line dismissed defendant, will be allowed less than ten (10) days before dismissal of that defendant becomes final [i.e., ninety (90) days after the close of merits discovery or one year after the date of the bright-line dismissal, whichever occurs later].



Edmund V. Ludwig, Jr.