

1 XAVIER BECERRA
Attorney General of California
2 NICKLAS A. AKERS
Senior Assistant Attorney General
3 JINSOOK OHTA (SBN 223937)
Supervising Deputy Attorney General
4 MICHELLE BURKART (SBN 234121)
Deputy Attorney General
5 300 South Spring Street, Suite 1702
Los Angeles, CA 90013
6 Telephone: (213) 269-6357
Fax: (213) 897-2802
7 E-mail: Michelle.Burkart@doj.ca.gov
8 *Attorneys for Plaintiff, the People of the State of
California*

**NO FEE PURSUANT TO GOV.
CODE SECTION 6103**

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SAN DIEGO
12

13 **PEOPLE OF THE STATE OF CALIFORNIA,**
14
15 Plaintiff,
16
17 v.
18 **C.R. BARD, INC.,**
19 Defendant.
20

Case No.

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

21 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), acting by and
22 through Xavier Becerra, Attorney General of the State of California and Defendant C.R. Bard,
23 Inc. (“Bard” or “Defendant”) hereby stipulate as follows:

24 1. The Final Judgment and Permanent Injunction (“Judgment”), a true and correct
25 copy of which is attached to this Stipulation for Entry of Final Judgment and Permanent
26 Injunction (“Stipulation”) as Exhibit 1, may be entered in this matter.
27
28

1 2. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in
2 this matter pursuant to California Business and Professions Code sections 17200 *et seq.* and
3 17500 *et seq.*, alleging Bard committed violations of such code sections.

4 3. Becton, Dickinson and Company (“Becton”) acquired Bard in December 2017,
5 and Bard became a wholly owned subsidiary of Becton. Becton represents that the conduct at
6 issue occurred prior to this acquisition. Becton as parent of Bard, agrees to be bound by the terms
7 of the Stipulation and Judgment. For purposes of this Stipulation, Becton shall mean Becton,
8 Dickinson and Company and its wholly owned subsidiary, C.R. Bard, Inc., including all of its
9 subsidiaries and divisions, predecessors, successors, and assigns doing business in the United
10 States.

11 4. Plaintiff, by its counsel, and Becton, by its counsel, have consented to the entry of
12 the Judgment by the Court for the purposes of settlement only, without any admission by any
13 party, and without trial or finding of any issue of fact or law.

14 5. Becton consents to the jurisdiction of the Court solely for purposes of this
15 Stipulation and Judgment.

16 6. This Court has jurisdiction over the subject matter of this lawsuit and over Plaintiff
17 and Becton (together, the “Parties”), and venue is proper in this Court.

18 7. Becton, at all relevant times, has transacted business in the County of San Diego
19 and elsewhere in the State of California.

20 8. The terms of this Stipulation and Judgment shall be governed by the laws of the
21 State of California.

22 9. Entry of this Judgment reflects a negotiated agreement among Plaintiff and
23 Becton.

24 10. Plaintiff and Becton have agreed to resolve and settle the issues resulting from the
25 Covered Conduct as defined in paragraph 2.1 of the Judgment by entering into this Stipulation
26 and Judgment. The Judgment is entered into subject and pursuant to California Business and
27 Professions Code sections 17200 *et seq.* and 17500 *et seq.*
28

11. Becton is willing to enter into this Stipulation and Judgment regarding the Covered Conduct in order to resolve the Signatory Attorney General's¹ concerns under the State Consumer Protection Laws² as to the matters addressed in this Stipulation and Judgment and thereby avoid significant expense, inconvenience, and uncertainty.

12. Becton is entering into this Stipulation and Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Becton expressly denies. Defendant does not admit any violation of the State Consumer Protection Laws set forth in footnote 4³ and do not admit any

¹ "Signatory Attorney General" is defined in paragraph 2.13 of the Judgment to mean "the Attorney General of California, or his authorized designee, who has agreed to this Judgment."

² "State Consumer Protection laws" is defined in paragraph 2.15 of the Judgment to mean "the consumer protection law(s) ... under which the Attorneys General have conducted the investigation." In California, the relevant state consumer protection statutes are California Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.*

³ ALABAMA – *Alabama Deceptive Trade Practices Act*, Ala. Code § 8-19-1 *et seq.*; ALASKA – *Alaska's Unfair Trade Practices and Consumer Protection Act*, AS 45.50.471 – 561; ARIZONA – *Arizona Consumer Fraud Act*, A.R.S. § 44-1521 *et seq.*; ARKANSAS – *Arkansas Deceptive Trade Practices Act*, Ark. Code Ann. § 4-88-101, *et seq.*; CALIFORNIA – Bus. & Prof Code §§ 17200 *et seq.* and 17500 *et seq.*; COLORADO – *Colorado Consumer Protection Act*, Colo. Rev. Stat. § 6-1-101 *et seq.*; CONNECTICUT – *Connecticut Unfair Trade Practices Act*, Conn. Gen. Stat. §§ 42-110a *et seq.*; DELAWARE – *Delaware Consumer Fraud Act and Uniform Deceptive Trade Practices Act*, Del. CODE ANN. tit. 6, §§ 2511 to 2536; DISTRICT OF COLUMBIA – *District of Columbia Consumer Protection Procedures Act*, D.C. Code §§ 28-3901 *et seq.*; FLORIDA – *Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II*, Florida Statutes, 501.201 *et seq.*; GEORGIA – *Fair Business Practices Act*, O.C.G.A. § 10-1-390 *et seq.*; HAWAII – *Uniform Deceptive Trade Practice Act*, Haw. Rev. Stat. Chpt. 481A and *Monopolies; Restraint of Trade*, Haw. Rev. Stat. Chpt. 480; IDAHO – *Consumer Protection Act*, Idaho Code Section 48-601 *et seq.*; ILLINOIS – *Consumer Fraud and Deceptive Business Practices Act*, 815 ILCS 505/1 *et seq.* and *Uniform Deceptive Trade Practices Act*, 815 ILCS 510/1 *et seq.*; INDIANA – *Deceptive Consumer Sales Act*, I.C. § 24-5-0.5 *et seq.*; IOWA – *Iowa Consumer Fraud Act*, Iowa Code Section 714.16, *et seq.*; KANSAS – *Kansas Consumer Protection Act*, K.S.A. 50-623 *et seq.*; KENTUCKY – KRS 367.110 *et seq.*; LOUISIANA – *Unfair Trade-Practices and Consumer Protection Law*, LSA-R.S. 51:1401, *et seq.*; MAINE – *Unfair Trade Practices Act*, 5 M.R.S. §§ 205-A through 214; MARYLAND – *Maryland Consumer Protection Act*, Md. Code Ann., Com. Law §§ 13-101 to 13-501; MASSACHUSETTS – *Mass. Gen. Laws c. 93A*, §§ 2 and 4; MICHIGAN – *Michigan Consumer Protection Act*, MCL § 445.901 *et seq.*; MINNESOTA – *Minnesota Deceptive Trade Practices Act*, Minn. Stat. §§ 325D.43-48; *Minnesota False Advertising Act*, Minn. Stat. § 325F.67; *Minnesota Consumer* (continued...)

wrongdoing that was or could have been alleged by any Signatory Attorney General. No part of this Stipulation and Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Becton. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose. The Parties acknowledge that the payment described in the Judgment is not a fine, penalty, or payment in lieu thereof.

13. This Stipulation and Judgment shall not be construed or used as a waiver or limitation of any legal right, remedy, or defense otherwise available to Becton in any action, or of Becton's right to defend themselves from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Stipulation and Judgment. This Stipulation and Judgment are made without trial or adjudication of any issue of fact or law, or finding of liability of any kind. Notwithstanding the foregoing, Plaintiff may file an action to enforce the terms of this Stipulation and Judgment.

Fraud Act, Minn. Stat. §§ 325F.68-694; *Minnesota Deceptive Trade Practices Against Senior Citizens or Disabled Persons Act*, Minn. Stat. § 325F.71.; MISSOURI – *Merchandising Practices Act*, Chapter 407, RSMo. MONTANA – *Mont. Code Ann. § 30-14-101 et seq.*; NEBRASKA – *Consumer Protection Act*, Neb. Rev. Stat. § 59-1601 *et seq.* and *Uniform Deceptive Trade Practices Act*, Neb. Rev. Stat. §§ 87-301 *et seq.*; NEVADA – *Deceptive Trade Practices Act*, Nevada Revised Statutes 598.0903 *et seq.*; NEW HAMPSHIRE – *New Hampshire Consumer Protection Act*, RSA 358-A; NEW MEXICO – *New Mexico Unfair Practices Act*, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2009); NEW YORK – *General Business Law Art. 22-A*, §§ 349-50, and *Executive Law § 63(12)*; NORTH CAROLINA – *North Carolina Unfair and Deceptive Trade Practices Act*, N.C.G.S. §§ 75-1.1, *et seq.*; NORTH DAKOTA – *Unlawful Sales or Advertising Practices*, N.D. Cent. Code § 51-15-02 *et seq.*; OHIO – *Ohio Consumer Sales Practices Act*, R.C. 1345.01, *et seq.*; OKLAHOMA – *Oklahoma Consumer Protection Act* 15 O.S. §§ 751 *et seq.*; PENNSYLVANIA – *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. 201-1 *et seq.*; RHODE ISLAND – *Rhode Island Deceptive Trade Practices Act*, Rhode Island General Laws § 6-13.1-1, *et seq.*; SOUTH CAROLINA – *South Carolina Unfair Trade Practices Act*, S.C. Code §§ 39-5-10 *et seq.*; SOUTH DAKOTA – *South Dakota Deceptive Trade Practices and Consumer Protection*, SDCL ch. 37-24; TENNESSEE – *Tennessee Consumer Protection Act*, Tenn. Code Ann. § 47-18-101 *et seq.*; TEXAS – *Texas Deceptive Trade Practices-Consumer Protection Act*, Tex. Bus. And Com. Code 17.41, *et seq.*; UTAH – *Utah Consumer Sales Practices Act*, Utah Code § 13-11-1, *et seq.*; VERMONT – *Consumer Protection Act*, 9 V.S.A. §§ 2451 *et seq.*; VIRGINIA – *Virginia Consumer Protection Act*, Va. Code Ann. §§ 59.1-196 through 59.1-207; WASHINGTON – *Unfair Business Practices/Consumer Protection Act*, RCW §§ 19.86 *et seq.*; WISCONSIN – *Wis. Stat. § 100.18(1)* (Fraudulent Representations).

1 14. It is the intent of the Parties that this Stipulation and Judgment not be admissible
2 as evidence supporting liability or any other factual finding in other cases or binding on Becton in
3 any respect other than in connection with the enforcement of this Stipulation and Judgment.

4 15. No part of this Stipulation and Judgment shall create a private cause of action or
5 confer any right to any third party for violation of any federal or state statute except that Plaintiff
6 may file an action to enforce the terms of this Stipulation and Judgment.

7 16. This Stipulation and Judgment do not constitute an approval by the Signatory
8 Attorney General of Becton's business practices, and Becton shall make no representation or
9 claim to the contrary.

10 17. This Stipulation and Judgment represent the full and complete terms of the
11 settlement entered into by the Parties hereto. The Parties acknowledge that no other promises,
12 representations, or agreements of any nature have been made or entered into by the Parties. The
13 Parties further acknowledge that this Stipulation and Judgment constitute a single and entire
14 agreement that is not severable or divisible, except that if any provision herein is found to be
15 legally insufficient or unenforceable, the remaining provisions shall continue in full force and
16 effect. In any action undertaken by the Parties, no prior versions of this Stipulation and Judgment
17 and no prior versions of any of its terms that were not entered by the Court in the Judgment may
18 be introduced for any purpose whatsoever.

19 18. The Judgment may be entered by any judge of the San Diego Superior Court.
20 Defendant will accept notice of entry of judgment entered in this action by delivery of such notice
21 to its counsel of record, and agree that service of notice of entry of judgment will be deemed
22 personal service upon them for all purposes.

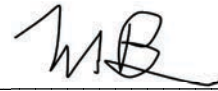
23 19. This Stipulation may be executed in counterparts, and a facsimile or .pdf signature
24 shall be deemed to be, and shall have the same force and effect as, an original signature.

1 **FOR THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH XAVIER**
2 **BECERRA, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA:**

3
4
5 Date: September 22, 2020

Respectfully Submitted,

6 XAVIER BECERRA
Attorney General of California
7 NICKLAS A. AKERS
Senior Assistant Attorney General
8 JINSOOK OHTA
Supervising Deputy Attorney General

9
10 

11
12 MICHELLE BURKART
Deputy Attorney General
13 300 South Spring Street, Suite 1702
Los Angeles, CA 90013

14 *Attorneys for Plaintiff the People of the State*
15 *of California*

16
17 *(Additional signatures on next page)*
18
19
20
21
22
23
24
25
26
27
28

1 **FOR DEFENDANT:**

2 C.R. Bard, Inc.

3
4 Date: 9/16/20

By: 
Greg A. Dadika
Senior Vice President, Chief Legal Counsel
Becton Dickinson and Company
Greg.Dadika@bd.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Approved as to form:

Date: 9/17/2020

By: Barry H Boise

Barry Boise
Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Philadelphia, PA 19103
(215) 981-4591
Barry.boise@troutman.com

Counsel for Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Approved as to form:

Date: 7-18-2020

By: 

Ronald I. Raether
California Bar No. 303118
Troutman Pepper Hamilton Sanders LLP
5 Park Plaza, Suite 1400
Irvine, CA 92614
(949) 622-2722
Ron.raether@troutman.com

Local Counsel for Defendant

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PEOPLE OF THE STATE OF CALIFORNIA,	Case No.
Plaintiff,	FINAL JUDGMENT AND PERMANENT INJUNCTION
v.	
C.R. BARD, INC.,	
Defendant.	

Plaintiff, the State of California has filed a Complaint for a permanent injunction and other relief in this matter pursuant to California Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.* alleging that Defendant C. R. Bard, Inc. (“BARD” or “Defendant”), committed violations of the aforementioned Act. Plaintiff, by its counsel, and BARD, by its counsel, have agreed to the entry of this Final Judgment and Permanent Injunction (“Judgment/Order”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

This Judgment may be signed by any judge of the San Diego Superior Court.

1 The Court having considered the pleadings and the Stipulation for Entry of Final
2 Judgment and Permanent Injunction (“Stipulation”) executed by the People of the State of
3 California and BARD filed herewith, and good cause appearing,

4 **IT IS HEREBY ORDERED THAT:**

5 **1. PARTIES AND FINDINGS**

6 1.1. Plaintiff is the People of the State of California.

7 1.2. Defendant C.R. Bard, Inc. is a New Jersey company and wholly-owned subsidiary
8 of Becton, Dickinson and Company.

9 1.3. This Court has jurisdiction over the subject matter of this lawsuit and over all
10 Parties, and venue is proper in this Court.

11 1.4. At all relevant times, BARD transacted business in the County of Los Angeles and
12 elsewhere in the State of California.

13 1.5. This Judgment is entered into pursuant to and subject to California Business and
14 Professions Code sections 17200 et seq. and 17500 et seq.

15 1.6. The terms of this Judgment/Order shall be governed by the laws of the State of
16 California.

17 1.7. Entry of this Judgment/Order is in the public interest and reflects a negotiated
18 agreement among the Parties.

19 1.8. The Parties have agreed to resolve the issues resulting from the Covered Conduct
20 by entering into this Judgment/Order.¹

21 1.9. BARD is willing to enter into this Judgment/Order regarding the Covered Conduct
22 in order to resolve the Attorneys General’s concerns under the State Consumer Protection Laws as
23 to the matters addressed in this Judgment/Order and thereby avoid significant expense,
24 inconvenience, and uncertainty.

25 1.10. BARD is entering into this Judgment/Order solely for the purpose of settlement, and
26 nothing contained herein may be taken as or construed to be an admission or concession of any

27 _____
28 ¹ This agreement is entered into pursuant to and subject to the State Consumer Protection
laws cited in footnote 4.

1 violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or
2 wrongdoing, all of which BARD expressly denies. BARD does not admit any violation of the State
3 Consumer Protection Laws set forth in footnote 4, and does not admit any wrongdoing that was or
4 could have been alleged by any Attorney General before the date of the Judgment/Order under
5 those laws. No part of this Judgment/Order, including its statements and commitments, shall
6 constitute evidence of any liability, fault, or wrongdoing by BARD.

7 1.11. This Judgment/Order shall not be construed or used as a waiver or limitation of any
8 defense otherwise available to BARD in any other action, or of BARD's right to defend itself from,
9 or make any arguments in, any other private individual, regulatory, governmental, or class claims
10 or suits relating to the subject matter or terms of this Judgment/Order. This Judgment/Order is
11 made without trial or adjudication of any issue of fact or law or finding of liability of any kind.
12 Notwithstanding the foregoing, a State may file an action to enforce the terms of this
13 Judgment/Order.

14 1.12. No part of this Judgment/Order shall create a private cause of action or confer any
15 right to any third party for violation of any federal or state statute except that a State may file an
16 action to enforce the terms of this Judgment/Order. It is the intent of the Parties that this
17 Judgment/Order shall not be binding or admissible as evidence supporting liability or any other
18 factual finding in any other matter, including, but not limited to, any investigation or litigation,
19 other than in connection with the enforcement of this Judgment/Order.

20 1.13. This Judgment/Order (or any portion thereof) shall in no way be construed to
21 prohibit BARD from making representations with respect to any BARD products in Labeling that
22 are required under Federal law, regulations, or policies or guidance having the force of law,
23 including in Food and Drug Administration ("FDA") approved Labeling.

24 1.14. Nothing in this Judgment/Order shall require BARD to:

25 (a) take any action that is prohibited by the Food, Drug and Cosmetic Act, 21 U.S.C.
26 § 301 *et seq.* ("FDCA") or any regulation promulgated thereunder, or by the FDA; or

27 (b) fail to take any specific action that is expressly permitted or is required by the
28 FDCA or any regulation promulgated thereunder.

2. DEFINITIONS

The following definitions shall be used in construing the Judgment/Order:

2.1. “Covered Conduct” means BARD’s marketing and promotional practices, and dissemination of information to Health Care Providers (HCPs) and consumers, regarding Urogynecologic Surgical Mesh products, including but not limited to the dissemination of Marketing Materials, disclosure of Significant or Inherent Complications in Instructions for Use (IFUs), Sponsorship of any programs, training any sales professionals, the publication of any clinical or pre-clinical data, or the reporting of MDRs or adverse events, through the Effective Date of the Judgment/Order.

2.2. “Effective Date” means the date on which a copy of the Judgment/Order, duly executed by BARD and by the Signatory Attorney General, is approved by, and becomes a Judgment/Order of the Court.

2.3. “Health Care Provider” or “HCP” means any physician or other health care practitioner who is licensed to provide health care services.

2.4. “BARD” means C. R. Bard, Inc. and Becton, Dickinson and Company and all of their officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries, operating companies, assigns and successors.

2.5. “Labeling” means “all labels and other written, printed, or graphic matter (1) upon any article or any of its containers or wrappers, or (2) accompanying such article,” as defined under Section 201(m) of the Federal Food, Drug, and Cosmetic Act (FDCA).

2.6. “Marketing Materials” means any written, electronic, or verbal material or statements either publicly disseminated (including videos, websites it hosts or controls, or any other form of media) or made for the purpose of public dissemination in the United States, in the course of marketing, promoting, or informing Health Care Providers, consumers, or patients about Urogynecologic Surgical Mesh, including, but not limited to, HCP training materials and training materials for sales representatives made for the purpose of public dissemination and delivery to HCPs.

1 2.7. “Multistate Executive Committee” means the Attorneys General and their staffs
2 representing California, Florida, Indiana, Maryland, Ohio, South Carolina, Texas, and Washington.

3 2.8. “Multistate Working Group” means the Attorneys General and their staffs
4 representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware,
5 District of Columbia, Florida, Georgia, Hawaii², Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,
6 Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri,
7 Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North
8 Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina,
9 South Dakota, Tennessee, Texas, Utah³, Vermont, Virginia, Washington, and Wisconsin.

10 2.9. “Parties” means BARD as defined in Section 2.4 and the Signatory Attorney
11 General.

12 2.10. “Post-effective Date Urogynecologic Surgical Mesh” means Urogynecologic
13 Surgical Mesh that enters the market in the United States after the Effective Date, and that is not
14 identical or substantially equivalent to Urogynecologic Surgical Mesh that was on the market in
15 the United States prior to the Effective Date.

16 2.11. “Significant Complications” means all complications of Urogynecologic Surgical
17 Mesh, including complications discovered subsequent to the Effective Date, which constitute
18 clinically significant risks material to a Health Care Provider’s decision to implant Urogynecologic
19 Surgical Mesh.

20 2.12. “Inherent Mesh Complications” means Significant Complications that may not be
21 eliminated with surgical technique and are associated with the use of Urogynecologic Surgical
22 Mesh. Disclosure of such risks shall include an adequate description of the chronicity, acuteness,

23
24 ² Hawaii is represented on this matter by its Office of Consumer Protection, an agency
25 which is not part of the state Attorney General’s Office, but which is statutorily authorized to
26 undertake consumer protection functions, including legal representation of the State of Hawaii.
For simplicity, the entire group will be referred to as the “Attorneys General,” and such
designation, as it includes Hawaii, refers to the Executive Director of the State of Hawaii Office
of Consumer Protection.

27 ³ With regard to Utah, the Utah Division of Consumer Protection is charged with
28 administering and enforcing the Consumer Sales Practices Act, the statute relevant to this
Judgment/Order. References to the “States,” “Parties,” or “Attorneys General,” with respect to
Utah, refers to the Utah Division of Consumer Protection.

1 and permanence of the risks. A non-verbatim description of these risks shall include, but are not
2 limited to, risks of:

- 3 • Exposure of mesh material into the vagina, which can be associated with pain during
4 intercourse for the woman and/or her partner
- 5 • Pain caused by exposure may be severe and may result in permanent sexual
6 dysfunction
- 7 • Erosion
- 8 • Implantation of Urogynecologic Surgical Mesh through the vagina may cause
9 bacterial contamination
- 10 • Infection
- 11 • Voiding dysfunction, including de novo urge incontinence
- 12 • Foreign body reaction
- 13 • Inflammation
- 14 • Scar plating around mesh
- 15 • Clinical consequences of mesh contracture
- 16 • Acute and/or chronic pain
- 17 • Pelvic pain, which in some patients may not resolve
- 18 • Pain with intercourse, which in some patients may not resolve
- 19 • Excessive contraction or shrinkage of the tissue surrounding the mesh, vaginal
20 scarring, tightening and/or shortening may occur

21 Such description shall also note that the occurrence of one or more of these
22 complications may require treatment or surgical intervention:

- 23 i. In some instances, the complication may persist as a permanent condition after the
24 surgical intervention or other treatment;
- 25 ii. Removal of mesh or correction of mesh-related complications may involve multiple
26 surgeries; and
- 27 iii. Complete removal of mesh may not be possible and additional surgeries may not
28 always fully correct the complications

However, for Post-Effective Date Urogynecologic Surgical Mesh, a non-verbatim
description of these risks may include, but are not limited to, the risks listed in the bullet points
above, depending upon the available Valid Scientific Evidence.

1 2.13. “Signatory Attorney General” means the Attorney General of [Insert State], or
2 his/her authorized designee, who has agreed to this Judgment/Order.

3 2.14. “Sponsor” or “Sponsorship” means to pay for in whole or in part, to provide
4 financial support or subsidization, or to provide goods or materials of value in support, but does not
5 include de minimis support.

6 2.15. “State Consumer Protection Laws” means the consumer protection laws cited in
7 footnote 4 under which the Attorneys General have conducted the investigation.⁴

8 ⁴ ALABAMA – Alabama Deceptive Trade Practices Act § 8-19-1 et seq. (2002);
9 ALASKA – Alaska Unfair Trade Practices and Consumer Protection Act AS 45.50.471 –
10 45.50.561; ARIZONA - Consumer Fraud Act, A.R.S. §44-1521 et seq.; ARKANSAS – Arkansas
11 Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, et seq.; CALIFORNIA – Bus. & Prof
12 Code §§ 17200 et seq. and 17500 et seq.; COLORADO – Colorado Consumer Protection Act,
13 Colo. Rev. Stat. § 6-1-101 et seq.; CONNECTICUT – Connecticut Unfair Trade Practices Act,
14 Conn. Gen Stat. §§ 42-110a through 42-110q; DELAWARE – Delaware Consumer Fraud Act,
15 Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, District of Columbia
16 Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et seq.; FLORIDA – Florida
17 Deceptive and Unfair Trade Practices Act, Part II, Chapter 501, Florida Statutes, 501.201 et. seq.;
18 GEORGIA - Fair Business Practices Act, O.C.G.A. Sections 10-1-390 et seq.; HAWAII –
19 Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Chpt.
20 480; IDAHO – Idaho Consumer Protection Act, Idaho Code § 48-601 et seq.; ILLINOIS –
21 Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 et seq.; INDIANA –
22 Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-0.1 to 24-5-0.5-12; IOWA - Iowa
23 Consumer Fraud Act, Iowa Code Section 714.16; KANSAS - Kansas Consumer Protection Act,
24 K.S.A. 50-623 et seq.; KENTUCKY – Kentucky Consumer Protection Act, KRS Ch. 367.110, et
25 seq.; LOUISIANA – Unfair Trade-Practices and Consumer Protection Law, LSA-R.S. 51:1401,
26 et seq.; MAINE – Unfair Trade Practices Act, 5 M.R.S.A. § 207 et seq.; MARYLAND -
27 Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 et seq.;
28 MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN – Michigan Consumer
Protection Act, MCL § 445.901 et seq.; MINNESOTA – Minn. Stat. §§325D.44, 325F.69;
MISSISSIPPI - Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1, et seq.;
MISSOURI – Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 et seq.;
MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.; NEBRASKA –
Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform Deceptive Trade
Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.; NEVADA – Deceptive Trade Practices Act,
Nevada Revised Statutes 598.0903 et seq.; NEW HAMPSHIRE – NH RSA §358-A et seq; NEW
JERSEY – New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.; NEW MEXICO – NMSA
1978, § 57-12-1 et seq.; NEW YORK – General Business Law Art. 22-A, §§ 349-50, and
Executive Law § 63(12); NORTH CAROLINA – North Carolina Unfair and Deceptive Trade
Practices Act, N.C.G.S. 75-1.1, et seq.; NORTH DAKOTA – Unlawful Sales or Advertising
Practices, N.D. Cent. Code § 51-15-02 et seq.; OHIO – Ohio Consumer Sales Practices Act, R.C.
1345.01, et seq.; OKLAHOMA – Oklahoma Consumer Protection Act 15 O.S. §§ 751 et seq.;
OREGON – Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605 et seq.;
PENNSYLVANIA – Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S.
201-1 et seq.; RHODE ISLAND – Deceptive Trade Practices Act, Rhode Island Gen. Laws § 6-
13.1-1, et seq.; SOUTH CAROLINA – South Carolina Unfair Trade Practices Act, S.C. Code
Ann. § 39-5-10 et seq.; SOUTH DAKOTA – South Dakota Deceptive Trade Practices and
Consumer Protection, SDCL ch. 37-24; TENNESSEE – Tennessee Consumer Protection Act,

(continued...)

2.16. “Urogynecologic Surgical Mesh” means any medical device cleared or approved by the FDA (as the term “device” is defined in 21 U.S.C. § 321(h)) that contains synthetic, multi-strand, knitted, or woven mesh and that is indicated to be used for implantation in the pelvic floor to treat stress urinary incontinence (SUI) and/or pelvic organ prolapse (POP) sold or marketed in the United States.

2.17. “Valid Scientific Evidence” means evidence from well-controlled investigations, partially controlled studies, studies and objective trials without matched controls, well-documented case histories conducted by qualified experts, or reports of significant human experience with a marketed device, from which it can fairly and responsibly be concluded by qualified experts that there is reasonable assurance to substantiate that a representation is true.

2.18. Any reference to a written document shall mean a physical paper copy of the document, electronic version of the document, or electronic access to such document.

3. COMPLIANCE PROVISIONS

A.Exit from Urogynecologic Surgical Mesh Business

3.1. BARD states that it ceased the marketing, promotion, sale, and distribution of Urogynecologic Surgical Mesh in the United States and the manufacturing of Urogynecologic Surgical Mesh for sale in the United States by December 30, 2016.

3.2. In the event that BARD engages in any conduct involving the manufacture, promotion, marketing, sale, or distribution of Urogynecologic Surgical Mesh, either directly or indirectly through any third parties, in the United States, it shall be bound by the following provisions contained in Sections 3.4 through 3.27 of this Judgment/Order for ten (10) years from the date of first sale of an Urogynecologic Surgical Mesh product in the United States or for twenty (20) years from the Effective Date of this Agreement, whichever is less. Section 3.3 is not time restricted. Nothing in this Judgment/Order shall be construed to require BARD, for any

Tenn. Code Ann. 47-18-101 et seq.; TEXAS – Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. And Com. Code 17.41, et seq.; UTAH - Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1 et seq.; VERMONT – Vermont Consumer Protection Act, 9 V.S.A. § 2451, et seq.; VIRGINIA-Virginia Consumer Protection Act, Va Code Ann. §59.1-196 et seq.; WASHINGTON – Unfair Business Practices/Consumer Protection Act, RCW §§ 19.86 et seq.; WISCONSIN – Wis. Stat. § 100.18 (Fraudulent Representations).

1 Urogynecologic Surgical Mesh product approved through the FDA Premarket Approval process,
2 to utilize product labeling different from that which is approved by the FDA.

3 **B. Marketing, Information, and Training**

4 3.3. In promoting Urogynecologic Surgical Mesh, BARD shall not violate California
5 Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.*

6 3.4. BARD shall not, in any Marketing Materials, make any claim comparing safety or
7 efficacy clinical outcomes with the use of Urogynecologic Surgical Mesh to any non-mesh
8 procedure safety or efficacy clinical outcomes, unless any such representation is supported by Valid
9 Scientific Evidence. BARD, however, may make comparisons in any Marketing Materials not
10 involving safety or efficacy clinical outcomes, if not false, misleading, or deceptive.

11 3.5. BARD shall not, in any Marketing Materials, misrepresent the safety or efficacy of
12 its Urogynecologic Surgical Mesh by omitting Significant Complications or Inherent Mesh
13 Complications, as appropriate given the length, context, medium, and placement of the Marketing
14 Material and in all instances where the Marketing Material purports to address the subject of
15 complications.

16 3.6. In any Marketing Material that is intended to reach patients or consumers other than
17 or in addition to Health Care Providers, BARD shall also include descriptions of Significant
18 Complications and Inherent Mesh Complications in terms reasonably understandable to a patient.

19 3.7. BARD shall not, in any Marketing Materials, misrepresent the extent to which
20 Inherent Mesh Complications are risks or complications common to all pelvic floor or other
21 surgeries.

22 3.8. BARD shall not, in any Marketing Materials, represent or imply that Significant
23 Complications or Inherent Mesh Complications can be eliminated with surgical experience or
24 technique alone. However, for Post-Effective Date Urogynecologic Surgical Mesh, BARD may,
25 in any Marketing Materials, represent or imply that Significant Complications can be eliminated
26 with surgical experience or technique alone, if such statement is supported by Valid Scientific
27 Evidence.

1 3.9. BARD shall not represent or imply that such Urogynecologic Surgical Mesh does
2 not cause a foreign body reaction, including any chronic foreign body reaction, after the
3 Urogynecologic Surgical Mesh is implanted inside the body. However, for Post-Effective Date
4 Urogynecologic Surgical Mesh, BARD may represent or imply that such Urogynecologic Surgical
5 Mesh does not cause a foreign body reaction, including any chronic foreign body reaction, after the
6 Urogynecologic Surgical Mesh is implanted inside the body, if such statement is supported by Valid
7 Scientific Evidence.

8 3.10. BARD shall not, in any Marketing Materials, represent or imply that such
9 Urogynecologic Surgical Mesh is “soft” or that it has “multidirectional elasticity” within the body
10 after implantation or use any other phrases having an equivalent meaning. However, for Post-
11 Effective Date Urogynecologic Surgical Mesh, BARD may, in any Marketing Materials, represent
12 or imply that such Urogynecologic Surgical Mesh is “soft” or that it has “multidirectional elasticity”
13 within the body after implantation or use any other phrases having an equivalent meaning, if such
14 statement is supported by Valid Scientific Evidence. Nothing shall prevent BARD from making
15 claims to Health Care Providers about the softness and elasticity of Urogynecologic Surgical Mesh
16 prior to implantation inside the body provided the claims do not suggest these properties are
17 retained in the body.

18 3.11. BARD shall not, in any Marketing Materials, represent or imply that such
19 Urogynecologic Surgical Mesh, including its collagen Urogynecologic Surgical Mesh, helps the
20 body more readily accept a foreign body implant, or reduces the risk of foreign body reaction,
21 erosion, infection, or any other Urogynecologic Surgical Mesh complications, including any
22 Significant Complications or Inherent Complications. However, for Post-Effective Date
23 Urogynecologic Surgical Mesh, BARD may, in any Marketing Materials, represent or imply that
24 such Urogynecologic Surgical Mesh, including its collagen Urogynecologic Surgical Mesh, helps
25 the body more readily accept a foreign body implant, or reduces the risk of foreign body reaction,
26 erosion, infection, or any other Urogynecologic Surgical Mesh complications, including any
27 Significant Complications or Inherent Complications, if such statement is supported by Valid
28 Scientific Evidence.

1 3.12. BARD shall not, in any Marketing Materials, misrepresent the FDA approval or
2 clearance status of its Urogynecologic Surgical Mesh devices or the extent to which any of its
3 Urogynecologic Surgical Mesh products have been studied or clinically proven.

4 3.13. BARD shall not, in any Marketing Materials, misrepresent the complexity of
5 Urogynecologic Surgical Mesh implantation procedures or the level of surgical skill and/or
6 experience necessary to perform these procedures safely. Moreover, BARD employees shall not
7 encourage a Health Care Provider to perform Urogynecologic Surgical Mesh implants without
8 receiving adequate information and training on how to implant its Urogynecologic Surgical Mesh.

9 3.14. In any training in which BARD provides risk information, either directly or through
10 third parties, to any Health Care Provider, BARD shall disclose all Significant Complications and
11 Inherent Mesh Complications of its Urogynecologic Surgical Mesh.

12 3.15. BARD shall, in the marketing and promotion of any Urogynecologic Surgical Mesh
13 product, ensure that its Marketing Materials and other communications do not misrepresent FDA
14 updates or communications regarding Urogynecologic Surgical Mesh.

15 **C. Disclosures to Health Care Providers**

16 3.16. To the extent not prohibited by federal law, BARD shall ensure that all IFUs for its
17 Urogynecologic Surgical Mesh products cleared through the 510(k) process include a list of all
18 known Significant Complications and Inherent Mesh Complications.

19 3.17. BARD shall evaluate emerging risk information on an ongoing basis and, consistent
20 with such risk information, shall update the warnings and precautions section of IFUs and all
21 Marketing Material to include Significant Complications associated with its Urogynecologic
22 Surgical Mesh products as soon as practicable. If Bard obtains, receives, or is aware of any new
23 risk information that necessitates a more immediate disclosure for public health and safety purposes,
24 Bard shall notify HCPs of this information through other means, such as notices or “dear doctor
25 letters,” as appropriate given the nature of the new information and unless otherwise directed by
26 the FDA.

D. Studies, Clinical Data, and Sponsorship

3.18. BARD shall, when citing to any clinical study, clinical data, or preclinical data, present a fair and balanced view of available scientific literature with respect to the safety, efficacy, risks and complications of Urogynecologic Surgical Mesh.

3.19. BARD shall, when citing to any clinical study, clinical data, or preclinical data regarding Urogynecologic Surgical Mesh in its Marketing Materials, not misrepresent the results, scope, or clinical significance of any particular clinical study, clinical data, or preclinical data, including by implying a more favorable result than supported by the study or data.

3.20. BARD shall, when submitting a clinical study, clinical data, or preclinical data regarding Urogynecologic Surgical Mesh for publication, disclose BARD's role as a Sponsor and any author's potential conflict of interest consistent with the disclosure requirements for the International Committee of Medical Journal Editors (ICMJE) or, if different, the disclosure policies of the relevant publication.

3.21. BARD shall not cite to any clinical study, clinical data, or preclinical data regarding Urogynecologic Surgical Mesh for which BARD has not complied with the requirements of Section IIID.

3.22. BARD shall not cite to any clinical study, clinical data, or preclinical data regarding Urogynecologic Surgical Mesh for which any author/consultant, to the extent BARD knows, has not complied with the applicable publication's conflict disclosure requirements unless BARD discloses the conflict in a clear and conspicuous manner when citing to such study or data.

3.23. In all contracts for consulting services regarding Urogynecologic Surgical Mesh between BARD and any Health Care Provider or other author/consultant, BARD shall include a Sponsorship disclosure provision under which the Health Care Provider or other author/consultant agrees that he or she shall, in terms likely to be read and understood by the audience, disclose in any public presentation or submission for publication BARD's sponsorship of the contracted-for activities. BARD shall also include a disclosure clause under which the Health Care Provider or other author/consultant acknowledges that BARD may publicly report the fact that BARD made value transfers to him or her. To the extent within its control, BARD shall ensure that any HCP or

1 author/consultant who submits for publication a clinical study, clinical data, or pre-clinical data that
2 BARD has Sponsored, authored, or edited, in whole or in part, shall comply with the publication's
3 conflict disclosure requirements.

4 3.24. In accordance with applicable law, BARD shall register BARD-sponsored clinical
5 studies regarding its Urogynecologic Surgical Mesh with ClinicalTrials.gov. BARD shall also
6 retain any design history files and clinical records, including but not limited to clinical data, relating
7 to its post-December 30, 2016 Urogynecologic Surgical Mesh devices and any Urogynecologic
8 Surgical Mesh devices that existed prior to December 30, 2016 (or substantially equivalent to such
9 devices) over which it has or should have possession, custody or control for 15 years past the last
10 sale date of the Urogynecologic Surgical Mesh devices to which those files and records apply,
11 unless a longer period is required by applicable law. BARD shall retain any non-clinical data
12 relating to its post-December 30, 2016 Urogynecologic Surgical Mesh devices and any
13 Urogynecologic Surgical Mesh devices that existed prior to December 30, 2016 (or substantially
14 equivalent to such devices) over which it has or should have possession, custody or control until
15 December 30, 2031, if not introduced prior to that date. If introduced prior to December 30, 2031,
16 then BARD shall retain non-clinical data for 15 years past the last sale date, unless a longer period
17 is required by applicable law.

18 **E. BARD Internal Policies and Training**

19 3.25. BARD shall ensure that its independent contractors, agents, and employees, who
20 sell, market, or promote Urogynecologic Surgical Mesh or otherwise train, provide information to,
21 or communicate with Health Care Providers regarding Urogynecologic Surgical Mesh, are
22 adequately informed and trained regarding their obligations to report all patient complaints and/or
23 adverse events to BARD.

24 3.26. BARD shall ensure that its company practices regarding the reporting of patient
25 complaints relating to Urogynecologic Surgical Mesh as MDR reportable adverse events are
26 consistent with FDA requirements.

1 **F. Monitoring and Compliance**

2 3.27. BARD shall be responsible for ensuring monitoring and compliance with the
3 provisions of this Judgment/Order.

4 **4. PAYMENT**

5 4.1. BARD shall pay a total amount of \$60 million as follows: 1) the initial payment of
6 \$15 million shall be paid by the later of October 30, 2020 or 30 days after the Effective Date; 2)
7 the second payment of \$15 million shall be paid by April 1, 2021; and 3) the final payment of \$30
8 million shall be paid by October 30, 2021. These payments will be divided and paid by BARD to
9 each Signatory Attorney General of the Multistate Working Group in amounts to be designated by
10 and in the sole discretion of the Multistate Executive Committee.⁵ Said payment shall be used and
11 allocated to support investigations and prosecutions of California's consumer protection laws. The
12 Parties acknowledge that the payments described herein are not a fine, penalty, or payment in lieu
13 thereof.

14 **5. ENFORCEMENT**

15 5.1. For the purposes of resolving disputes with respect to compliance with this
16 Judgment/Order, should any of the Signatory Attorneys General have a reasonable basis to believe
17 that BARD has engaged in a practice that violates a provision of this Judgment/Order subsequent
18 to the Effective Date, then such Attorney General shall notify BARD in writing of the specific
19 objection, identify with particularity the provision of this Judgment/Order that the practice appears
20 to violate, and give BARD thirty (30) days to respond to the notification; provided, however, that
21 a Signatory Attorney General may take any action if the Signatory Attorney General believes that,
22 because of the specific practice, a threat to the health or safety of the public requires immediate
23 action.

24 5.2. Upon receipt of written notice, BARD shall provide a good-faith written response
25 to the Attorney General notification, containing either a statement explaining why BARD believes
26 it is in compliance with the Judgment/Order, or a detailed explanation of how the alleged violation
27 occurred and a statement explaining how BARD intends to remedy the alleged breach. Nothing in

28 ⁵ The total payment, over three installments, to the State of California shall be \$5,022,216.

1 this section shall be interpreted to limit the State of California’s Civil Investigative Demand
2 (“CID”) or investigative subpoena authority, to the extent such authority exists under applicable
3 law, and BARD reserves all of its rights in responding to a CID or investigative subpoena issued
4 pursuant to such authority.

5 5.3. The Attorney General may agree, in writing, to provide BARD with additional time
6 beyond the thirty (30) days to respond to a notice provided under section 5.1 above.

7 5.4. Upon giving BARD thirty (30) days to respond to the notification described above,
8 the Signatory Attorney General shall also be permitted reasonable access to inspect and copy
9 relevant, non-privileged, non-work product records and documents in the possession, custody, or
10 control of BARD that relate to BARD’s compliance with each provision of this Judgment/Order
11 pursuant to that State’s CID or investigative subpoena authority. If the Signatory Attorney General
12 makes or requests copies of any documents during the course of that inspection, the Signatory
13 Attorney General shall provide a list of those documents to BARD.

14 5.5. The State may assert any claim that BARD has violated this Judgment/Order in a
15 separate civil action to enforce compliance with this Judgment/Order, or may seek any other relief
16 afforded by law for violations of the Judgment/Order, but only after providing BARD an
17 opportunity to respond to the notification described in paragraph 5.1 above; provided, however,
18 that a Signatory Attorney General may take any action if the Signatory Attorney General believes
19 that, because of the specific practice, a threat to the health or safety of the public requires immediate
20 action.

21 6. RELEASE

22 6.1. Released Claims. By its execution of this Judgment/Order, the State of California
23 releases and forever discharges BARD and its past and present officers, directors, employees,
24 representatives, agents, affiliates, parents, subsidiaries, operating companies, predecessors, assigns
25 and successors (collectively, the “Releasees”) from the following: all civil causes of action, claims,
26 damages, restitution, disgorgement, fines, costs, attorney’s fees, or penalties that the California
27 Attorney General has asserted or could have asserted against the Releasees under the State
28 Consumer Protection Laws, or any amendments thereto, or by common law claims concerning

1 deceptive or fraudulent trade practices, that the Signatory Attorney General has the authority to
2 release resulting from the Covered Conduct up to and including the Effective Date. For purposes
3 of this Section 6.1, Releasees do not include Covidien Ltd. or Medtronic PLC, or their past and
4 present officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries,
5 operating companies, predecessors, assigns and successors.

6 6.2. Claims Not Covered. Notwithstanding any term of this Judgment/Order,
7 specifically reserved and excluded from the release in Paragraph 6.1 as to any entity or person,
8 including Releasees, are any and all of the following:

9 (a) Any criminal liability that any person or entity, including Releasees, has or may
10 have to the State of California;

11 (b) Any civil or administrative liability that any person and/or entity, including
12 Releasees, has or may have to the State of California not expressly covered by the release in
13 Section 6.1, including, but not limited to, any and all of the following claims:

14 i. State or federal antitrust violations;

15 ii. Claims involving “best price,” “average wholesale price,” “wholesale acquisition
16 cost,” or any reporting practices;

17 iii. Medicaid claims, including but not limited to federal Medicaid drug rebate statute
18 violations, Medicaid fraud or abuse (whether common law, statutory or otherwise), and/or kickback
19 violations related to any state’s Medicaid program;

20 iv. State false claims violations; and

21 v. Claims to enforce the terms and conditions of this Judgment/Order.

22 (c) Actions of, or on behalf of, state program payors of the State of California arising
23 from the purchase of Urogynecologic Surgical Mesh.

24 (d) Any claims individual consumers have or may have under above-cited State
25 Consumer Protection Laws against any person or entity, including the Releasees.

26 6.3. Nothing contained in this Judgment/Order shall relieve BARD of the obligations it
27 maintains under any other Judgment/Order or agreement relating to any BARD product.
28

7. ADDITIONAL PROVISIONS

7.1. Nothing in this Judgment/Order shall be construed to authorize or require any action by BARD in violation of applicable federal, state, or other laws.

7.2. Modification. The Judgment/Order may be modified by a stipulation of the Parties as approved by the Court, or by court proceedings resulting in a modified judgment of the Court.

7.3. BARD shall not cause or encourage third parties, nor knowingly permit third parties acting on its behalf, to engage in practices from which BARD is prohibited by this Judgment/Order.

7.4. The acceptance of this Judgment/Order by the State of California shall not be deemed approval by the State of California of any of BARD's advertising or business practices. Further, neither BARD nor anyone acting on its behalf shall state or imply, or cause to be stated or implied, that the State of California or any other governmental unit of California has approved, sanctioned or authorized any practice, act, advertisement, or conduct of BARD.

7.5. Any failure by any party to this Judgment/Order to insist upon the strict performance by any other party of any of the provisions of this Judgment/Order shall not be deemed a waiver of any of the provisions of this Judgment/Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment/Order.

7.6. Entire Agreement: This Judgment/Order represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Judgment/Order and no prior versions of any of its terms that were not entered by the Court in this Judgment/Order, may be introduced for any purpose whatsoever.

7.7. Jurisdiction: This Court retains jurisdiction of this Judgment/Order and the Parties hereto for the purpose of enforcing and modifying this Judgment/Order and for the purpose of granting such additional relief as may be necessary and appropriate.

7.8. Counterparts: This Judgment/Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

7.9. Notice: All Notices under this Judgment/Order shall be provided to the following
via email and Overnight Mail:

Defendant:

Greg A. Dadika
Senior Vice President, Chief Legal Counsel
Becton Dickinson and Company
Greg.Dadika@bd.com

Copy to BARD's attorneys at
Troutman Pepper via electronic mail sent to:
Barry H. Boise (barry.boise@troutman.com)

Signatory Attorney General:

Michelle Burkart
Deputy Attorney General
California Department of Justice
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Michelle.Burkart@doj.ca.gov

7.10. To the extent that any provision of this Judgment/Order obligates BARD to change any policy(ies) or procedure(s) and to the extent not already accomplished, BARD shall implement the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 120 days after the Effective Date of this Judgment/Order.

APPROVAL BY COURT

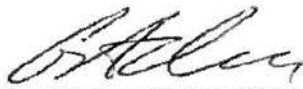
APPROVED FOR FILING and SO ORDERED this _____ day of _____, 2020.

Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Approved:

For Defendant C.R. Bard, Inc.



Greg A. Dadika
Senior Vice President, Chief Legal Counsel
Becton Dickinson and Company
Greg.Dadika@bd.com



Date

1
2 Local Counsel for C.R. Bard, Inc.

3 
4 _____
5 Ronald I. Raether
6 California Bar No. 303118
7 Troutman Pepper Hamilton Sanders LLP
8 5 Park Plaza, Suite 1400
9 Irvine, CA 92614
10 (949) 622-2722
11 ron.raether@troutman.com
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9.18.2020

Date

1 For Plaintiff State of California
2 Xavier Becerra
3 Attorney General of California

4 

5 Michelle Burkart
6 Deputy Attorney General
7 300 South Spring Street, Suite 1702
8 Los Angeles, CA 90013

September 22, 2020
Date