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 14

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **WESTERN DIVISION**
 18

19 GUILLERMINA CONTRERAS, On
 Behalf of Herself and All Others
 20 Similarly Situated,

21 Plaintiff,

22 v.

23 JOHNSON & JOHNSON
 CONSUMER COMPANIES, INC.,

24 Defendant.
 25

Case No. 12-CV-7099 GW (SHx)

**STIPULATED PROTECTIVE
 ORDER**

1 Plaintiff Guillermina Contreras (“Plaintiff”) and Defendant Johnson &
2 Johnson Consumer Companies, Inc. (“Defendant”), through their counsel of record,
3 hereby stipulate and respectfully request that the Court enter the following
4 Protective Order (the “Order”), in order to expedite the flow of discovery material
5 in this litigation, facilitate the prompt resolution of disputes over confidentiality,
6 adequately protect confidential material, and ensure that protection is afforded only
7 to material so entitled.

8 Plaintiff and Defendant (collectively, the “Parties”) acknowledge that this
9 Order does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords extends only to the limited information
11 or items that are entitled under the applicable legal principles to treatment as
12 confidential. The Parties further acknowledge, as set forth in Section 11, below,
13 that this Order creates no entitlement to file confidential information under seal;
14 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects
15 the standards that will be applied when a Party seeks permission from the Court to
16 file material under seal.

17 **1. Scope of Order; Definitions**

18 a. The term “Document” means all tangible items, whether written,
19 recorded or graphic, whether produced or created by a Party or another person,
20 whether produced pursuant to subpoena, to discovery request, by agreement, or
21 otherwise.

22 b. The term “Discovery Materials” means all products of discovery
23 and all information derived therefrom, including, but not limited to, all originals
24 and copies of Documents, objects or things, deposition transcripts, responses to
25 written discovery, information, or other written, recorded or graphic matter
26 produced by a Party or third party (the “Producing Party”) in the course of this
27 litigation. This Order applies to all Discovery Materials.

28 c. The term “Confidential” means (1) sensitive business or

1 scientific material or information which in the ordinary course is neither made
2 available to the general public or the industry at large, and/or which the Producing
3 Party would not normally reveal to third parties, or would cause third parties to
4 maintain in confidence, such as sales, technical product details, commercial,
5 financial, budgeting and/or accounting information, or marketing studies; or (2)
6 information that the Producing Party reasonably believes constitutes a trade secret
7 under applicable case law; or (3) other information which in the ordinary course is
8 neither made available to the general public or the industry at large and to which
9 access is restricted and efforts have been made to prevent the information from
10 being broadly disseminated; or (4) other information that the Producing Party
11 reasonably believes constitutes such highly sensitive technical or proprietary
12 business information of such Producing Party that its disclosure might result in an
13 unfair competitive, financial or commercial advantage to the Party receiving the
14 information (the “Receiving Party”) or competitors or disadvantage to the
15 Producing Party, such as research, product development information, testing data
16 and analysis, information about existing and potential customers, product formulas
17 and formulations, business strategies, decisions and/or negotiations, and/or
18 confidential and proprietary information about affiliates, parents, subsidiaries and
19 third parties with whom the Parties to this action have had business relationships.
20 A Producing Party may designate material or information as “Confidential” on
21 behalf of another person or entity with whom the Producing Party has a confidential
22 business relationship pursuant to which the Producing Party has come into
23 possession, custody, or control of such material or information, and pursuant to
24 which the Producing Party is obligated to take steps to protect the confidentiality of
25 such material or information.

26 d. The term “Confidential Discovery Materials” means all
27 Documents or Discovery Materials produced or discovered in this litigation that are
28 designated Confidential.

1 e. This Order shall be understood to encompass not only those
2 items or things which are expressly designated as Confidential, but also all copies,
3 excerpts, and summaries thereof, as well as testimony and oral communications
4 containing Confidential information or information derived therefrom.

5 **2. Designation of Confidential Discovery Materials as “Confidential”**
6 **or “Confidential – Attorneys’ Eyes Only”**

7 a. Confidential Discovery Materials may be designated by a Party
8 as “Confidential” or “Confidential – Attorneys’ Eyes Only.” A “Confidential –
9 Attorneys’ Eyes Only” designation is appropriate only where the Confidential
10 Discovery Materials are so extremely sensitive that there is a real danger that the
11 Producing Party could be prejudiced, or its competitive position in the market(s) in
12 which it operates could be damaged, if the information is disclosed under the
13 protection provided by a “Confidential” designation.

14 b. Any Document that the Producing Party intends to designate as
15 Confidential shall bear the legend “Confidential – Subject to Protective Order” or
16 “Confidential – Attorneys’ Eyes Only – Subject to Protective Order”. The legend
17 shall be affixed to each page of the Document to be designated, but shall not
18 obscure any part of the text.

19 c. The designation of “Confidential” or “Confidential – Attorneys’
20 Eyes Only” Documents shall be made at the following time: (1) for Documents, at
21 the time of the production of the Documents; (2) for written responses to
22 interrogatories or requests for admissions, at the time of the written response; and
23 (3) for declarations and pleadings, at the time they are filed.

24 d. No person shall attend depositions (or portions of depositions)
25 during which Confidential Discovery Materials are disclosed unless such person is
26 an authorized recipient of Confidential Discovery Materials under the terms of this
27 Protective Order. If, during the course of a deposition, the response to a question
28 would require the disclosure of Confidential Discovery Materials, the witness may

1 refuse to answer or the Producing Party or Party whose Confidential Discovery
2 Materials would be disclosed may instruct the witness not to answer or not to
3 complete his answer, as the case may be, until any persons not authorized to receive
4 Confidential Discovery Materials leaves the room. If information disclosed during
5 depositions includes Confidential Discovery Materials, then counsel, the witness, or
6 the Party whose Confidential Discovery Materials is to be or was disclosed, may
7 state on the record at the deposition that a portion of the transcript, or if appropriate,
8 the entire transcript and record of the deposition contains Confidential Discovery
9 Materials and shall be sealed. Additionally, pursuant to the provisions of Paragraph
10 9(b) below, a Party or nonparty may designate such Confidential Discovery
11 Materials in writing within thirty (30) days of the completion of the transcript of
12 such deposition (as certified by the court reporter). Within forty-five (45) days of
13 the completion of the transcript of such deposition (as certified by the court
14 reporter), counsel for all the Parties shall be responsible for marking the certified
15 transcript, and in all previously unmarked copies of transcripts, the Confidential
16 Discovery Materials material by page and line number, as well as all exhibits
17 containing Confidential Discovery Materials, with a legend of “Confidential –
18 Subject to Protective Order” or “Confidential – Attorneys’ Eyes Only – Subject to
19 Protective Order” as described in Paragraph 2(b) above. Within sixty (60) days of
20 the completion of the transcript of such deposition (as certified by the court
21 reporter), counsel for all Parties shall exchange such designated and marked
22 transcripts, as well as all exhibits, with counsel for the other Party. Prior to the
23 expiration of such sixty (60) day period, all information disclosed during a
24 deposition shall constitute “Confidential Discovery Materials” unless otherwise
25 agreed by the parties and the witness, or ordered by the Court.

26 e. It shall be the duty of the Party seeking protection of
27 Confidential Discovery Materials to indicate to the other party and its counsel of
28 record which of the materials and testimony are considered “Confidential.”

1 f. Confidential Discovery Materials shall not be disclosed in any
2 way to persons, other than as provided for under this Protective Order. Any person
3 with custody of Confidential Discovery Materials shall maintain it in a manner
4 which ensures that access to Confidential Discovery Materials is strictly limited to
5 persons entitled to receive Confidential Discovery Materials in accordance with the
6 provisions of this Protective Order.

7 **3. Use of Confidential Discovery Materials**

8 a. All Confidential Discovery Materials shall be used by the
9 Receiving Party solely for the prosecution or defense of this litigation, and not for
10 any other purpose, including any other litigation or judicial proceedings, or any
11 business, competitive, governmental, commercial, or administrative purpose or
12 function.

13 b. The terms of this Order shall in no way affect the right of any
14 person: (1) to withhold or redact information on alleged grounds of immunity from
15 discovery such as, for example, attorney/client privilege or the work product
16 doctrine; or (2) to withhold or redact information on alleged grounds that such
17 information is neither relevant to any claim or defense nor reasonably calculated to
18 lead to the discovery of admissible evidence.

19 **4. Non-Disclosure of Confidential Discovery Materials**

20 Except with the prior written consent of the Producing Party, Confidential
21 Discovery Materials, or any portion thereof, may not be disclosed to any person,
22 including any plaintiff, except as set forth in Paragraph 5 below.

23 **5. Permissible Disclosures of Confidential Discovery Material**

24 a. Notwithstanding Paragraph 4, Confidential Discovery Materials
25 designated as “Confidential” may be disclosed to and used only by the following
26 persons in the litigation:

- 27 (1) A Party, or an officer, director, employee, partner,
28 conservator, guardian, trustee or executor of a Party, to

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- the extent reasonably necessary for the prosecution or defense of this litigation;
- (2) inside counsel for a Party and the secretaries, paralegal assistants, and employees of such attorneys, to the extent reasonably necessary to render professional services in the litigation;
 - (3) counsel of record for a Party to the litigation and his/her partners, associates, secretaries, paralegal assistants, and employees, to the extent reasonably necessary to render professional services in the litigation;
 - (4) court officials involved in the litigation, including the Court and its staff, jurors, court reporters, persons operating video recording equipment at depositions, and any Special Master or referee appointed by the Court;
 - (5) any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper; after notice to the Producing Party and an opportunity to be heard;
 - (6) actual and potential trial or deposition witnesses in the litigation and their counsel, to the extent reasonably necessary in preparing to testify in the litigation;
 - (7) outside consultants or experts retained by a Party or its attorneys of record to assist in the litigation, such as independent accountants, independent contract attorneys, expert witnesses, statisticians, economists, or other technical experts and/or consultants;
 - (8) employees of third-party contractors retained by a Party or outside counsel for a Party, involved solely in one or

1 more aspects of copying, organizing, filing, coding,
2 converting, storing, or retrieving data or designating
3 programs for handling data connected with the litigation,
4 including the performance of such duties in relation to a
5 computerized litigation support system; and

6 (9) any other person, if consented to in writing in advance by
7 the Producing Party.

8 b. Notwithstanding Paragraph 4, Confidential Discovery Materials
9 designated as “Confidential – Attorneys’ Eyes Only” may be disclosed to and used
10 only by persons listed in Paragraphs 5(a)(2)-(8) above.

11 c. Any plaintiff or any individual listed in Paragraphs 5(a)(6)-(8)
12 above to whom disclosure of Confidential Discovery Materials is to be made shall
13 sign a copy of the “Endorsement of Protective Order” attached as Exhibit “A” prior
14 to such disclosure, unless prior written consent for the disclosure has been obtained
15 from the Producing Party or permission for such disclosure has been given by the
16 Court. Counsel providing access to Confidential Discovery Materials shall retain
17 copies of the executed Endorsement(s) of Protective Order. Any party seeking a
18 copy of an Endorsement of Protective Order may make a demand in writing setting
19 forth the reasons therefor. For testifying experts, a copy of the Endorsement of
20 Protective Order executed by the testifying expert shall be furnished to counsel for
21 the Party who produced the Confidential Discovery Materials to which the expert
22 has access, at the time the Confidential Discovery Materials are provided to the
23 testifying expert.

24 d. Before disclosing Confidential Discovery Materials to any
25 person listed in Paragraphs 5(a)(6)-(8) who is a Customer or Competitor (or an
26 employee of either) of the Producing Party or the person or entity on whose behalf
27 the Producing Party designed the material as “Confidential”, the Party wishing to
28 make such disclosure shall give at least fourteen (14) days’ advance notice in

1 writing to the counsel who designated such information as Confidential, stating that
2 such disclosure will be made, identifying with particularity the Confidential
3 Discovery Materials to be disclosed, and stating the purposes of such disclosure. If,
4 within the fourteen (14) day period, a motion is filed objecting to the proposed
5 disclosure, disclosure is not permissible until the Court has denied such motion. As
6 used in this paragraph, (a) the term “Customer” means any direct purchaser of
7 products from Defendants, or any regular indirect purchaser of products from
8 Defendants (such as a pharmacy generally purchasing through wholesale houses);
9 and (b) the term “Competitor” means any manufacturer or seller of sunscreen
10 products other than companies owned by or related to Johnson & Johnson.

11 **6. Production of Confidential Materials by Non-Parties**

12 Any non-party who is producing Discovery Materials in the litigation may
13 agree to and obtain the benefits of the terms and protections of this Order by
14 designating as “Confidential” the Discovery Materials that the non-party is
15 producing, as set forth in Paragraph 2.

16 **7. Inadvertent Disclosures**

17 a. **Privileged Information:** The inadvertent production of any
18 Discovery Materials that would be protected from disclosure under the attorney-
19 client privilege, the work product doctrine or any other relevant privilege or
20 doctrine shall not constitute a waiver of the applicable privilege or doctrine. To the
21 extent that the Receiving Party discovers the inadvertent production of privileged
22 materials, it shall contact the Producing Party regarding such inadvertent production
23 within twenty-four (24) hours of its discovery. To the extent the Producing Party
24 discovers the inadvertent production of privileged materials, it shall contact all
25 Receiving Parties regarding such inadvertent production within twenty-four (24)
26 hours of its discovery. The Party in possession of any inadvertently produced
27 Discovery Materials, upon request from the Producing Party, shall: (1) promptly
28 return the inadvertently produced Discovery Materials and all copies of the

1 Discovery Materials in its possession, custody or control, including any copies
2 made and/or shared with its experts, consultants, agents and other persons identified
3 in Paragraph 5(a)(6)-(8) above; (2) delete any electronic copies or versions of the
4 inadvertently produced Discovery Materials, including electronic copies stored in
5 any litigation-support or other databases, email, and servers; (3) refrain from
6 making any use of the inadvertently produced information contained in the
7 Discovery Materials; and (4) turn over or destroy any notes or work product
8 reflecting the contents of the inadvertently produced Discovery Materials. To the
9 extent the party in possession of the inadvertently produced Discovery Materials
10 disagrees with the Producing Party that such materials are privileged or otherwise
11 protected from disclosure, the Receiving Party shall have the right to apply to the
12 Court for an order that such Discovery Materials are not protected from disclosure
13 by any privilege. The Party receiving such materials, however, may not assert the
14 fact or circumstances of the inadvertent production as a ground for such motion.
15 Until the parties have resolved any dispute concerning the privileged nature of any
16 inadvertently produced Discovery Materials, or the Court has issued an order
17 concerning the disputed materials, no use shall be made of the disputed materials
18 during depositions, in motions, or at trial, nor shall they be disclosed to any other
19 Party or individual who was not given access to such materials before discovery of
20 the inadvertent production.

21 b. Confidential Information: The inadvertent, unintentional, or *in*
22 *camera* disclosure of Confidential Discovery Materials shall not be deemed a
23 waiver, in whole or in part, of any Party's claim of confidentiality. Within 15 days
24 of the discovery of such inadvertent or unintentional disclosure, any Party to this
25 Order may advise the other Parties that the Confidential information is to be
26 designated as Confidential Discovery Material under terms of this Order.

27 c. Information Subject to Redaction: The inadvertent production
28 of any unredacted Discovery Materials that would otherwise be subject to redaction

1 shall not be deemed a waiver, in whole or in part, of any party's claim of
2 confidentiality as to such information.

3 **8. Declassification**

4 a. Nothing shall prevent disclosure beyond that limited by this
5 Order if the Producing Party consents in writing in advance of such disclosure.

6 b. A Party wishing to challenge a Designating Party's
7 confidentiality designation shall begin the process by conferring with counsel for
8 the Designating Party. The provisions of Civil Local Rule 37 shall apply to all such
9 challenges.

10 c. If the parties are unable to resolve the dispute amicably, the
11 Party disputing the Confidential designation may apply to the Court for a ruling that
12 a document (or category of documents) designated as Confidential is not entitled to
13 such status and protection within thirty (30) days of the Producing Party's response
14 as provided in Paragraph 8(b). The Producing Party or other person that designated
15 the document as Confidential shall be given notice of the application and an
16 opportunity to respond. Until the Court rules on the challenge, all parties shall
17 continue to afford the material in question the level of protection to which it is
18 entitled under the Producing Party's designation.

19 d. If the time for filing a motion as provided in Paragraph 8(c) has
20 expired without the filing of any such motion, all objections as to the Confidential
21 status of the Confidential Discovery Materials in question shall be deemed waived.

22 **9. Confidential Discovery Materials in Depositions**

23 a. Counsel for any Party may show Confidential Discovery
24 Materials to a deponent during deposition and examine the deponent about the
25 materials so long as the deponent already knows the Confidential information
26 contained therein, or if the attorney proffering the Confidential Discovery Materials
27 complies with the provisions of Paragraph 5. The Party noticing a deposition shall
28 obtain each witness' Endorsement of Protective Order before showing the deponent

1 any Confidential Discovery Materials. Deponents shall not retain or copy portions
2 of the transcript of their depositions that contain Confidential information not
3 provided by them or the entities they represent unless they sign the Endorsement of
4 Protective Order and otherwise comply with the provisions in Paragraph 5. A
5 deponent who is not a Party shall be furnished a copy of this Order before being
6 examined about potentially Confidential Discovery Materials. While a deponent is
7 being examined about any Confidential Discovery Materials or the Confidential
8 information contained therein, persons to whom disclosure is not authorized under
9 this Order shall be excluded from being present.

10 b. Parties and deponents may, within thirty (30) days after
11 receiving a deposition, designate pages of the transcript (and exhibits thereto) as
12 Confidential. Confidential information within the deposition transcript may be
13 designated by underlining the portions of the pages that are confidential and
14 marking such pages with the legends listed in Paragraph 2(b) above. Until the
15 expiration of sixty (60) days after the completion of the transcript of the deposition,
16 the entire transcript, including exhibits, will be treated as subject to Confidential
17 protection under this Order. If no Party or deponent timely designates Confidential
18 information in a transcript as Confidential, then none of the transcript or its exhibits
19 will be treated as Confidential. If a timely designation is made, the Confidential
20 portions and exhibits shall be kept under seal separate from the portions and
21 exhibits not so marked, and all copies of the Confidential portions and exhibits shall
22 be treated as Confidential pursuant to the terms of this Order.

23 **10. Confidential Discovery Materials Offered as Evidence**

24 A party who seeks to introduce Confidential information at a hearing, trial or
25 other proceeding shall give advance notice to counsel for the Producing Party or
26 other person that designated the Discovery Materials or information as Confidential
27 so that person may move the Court for an appropriate order. The proponent of the
28 evidence shall also advise the Court at the time of introduction that the information

1 sought to be introduced is protected Confidential Discovery Materials. If the party
2 who designated the information as protected requests the proceeding be continued,
3 the Court will review the information, *in camera*, to determine if the information is
4 entitled to continued protection.

5 **11. Procedure for Filing Documents Under Seal**

6 a. Confidential Discovery Materials shall not be filed or lodged
7 with the Clerk except when required in connection with matters pending before the
8 Court.

9 b. No document shall be filed under seal unless counsel secures a
10 Court order allowing the filing of a document, or portion thereof, under seal. If a
11 Party requests that documents be placed under seal, that Party shall follow the
12 procedure set forth in Civil Local Rule 79-5 and the procedures of the Judge who
13 will rule on the sealing application.

14 c. Nothing contained in this Order shall preclude any party from
15 using its own Confidential Discovery Materials in any manner it sees fit, without
16 prior consent of any other party or the Court. Nothing herein shall operate as any
17 admission by any of the parties hereto that any particular materials contain or
18 reflect trade secrets, or other confidential or proprietary information.

19 **12. Client Consultation**

20 Nothing in this Order shall prevent or otherwise restrict any attorney herein
21 from rendering advice to their clients in the litigation and, in the course thereof,
22 relying generally on examination of Confidential Discovery Materials; provided,
23 however, that in rendering such advice and otherwise communicating with such
24 client, counsel shall not make specific disclosure of any item so designated except
25 pursuant to the procedures of Paragraph 5.

26 **13. Subpoena by other Courts or Agencies**

27 If another court or an administrative agency subpoenas or otherwise orders
28 production of Confidential Discovery Materials which a person has obtained under

1 the terms of this Order, the person to whom the subpoena or other process is
2 directed shall promptly notify the designating Party in writing of all of the
3 following: (1) the Confidential Discovery Materials that are requested for
4 production in the subpoena; (2) the date on which compliance with the subpoena is
5 requested; (3) the location at which compliance with the subpoena is requested; (4)
6 the identity of the entity or individual serving the subpoena; and (5) the case name,
7 jurisdiction and index, docket, complaint, charge, civil action or other identification
8 number or other designation identifying the litigation, administrative proceeding or
9 other proceeding in which the subpoena or other process has been issued. In no
10 event shall Confidential Discovery Materials be produced prior to the receipt of
11 written notice by the designating Party and a reasonable opportunity to object.
12 Furthermore, the person receiving the subpoena or other process shall cooperate
13 with the Producing Party in any proceeding related thereto.

14 **14. Non-termination**

15 a. The provisions of this Order shall not terminate at the
16 conclusion of this litigation. This Order shall remain in full force and effect and
17 each person subject to this Order shall continue to be subject to the jurisdiction of
18 the United States District Court for the Central District of California, for the
19 purposes of enforcement of the confidentiality terms of this Order, in perpetuity.
20 Within forty-five (45) days after final conclusion of all aspects of the litigation, the
21 Parties shall, at their option, return or destroy Confidential Discovery Materials and
22 all copies of same. If counsel elects to destroy Confidential Discovery Materials,
23 they shall consult with counsel for the Producing Party on the manner of
24 destruction and obtain such Party's consent to the method and means of destruction.
25 All counsel of record shall make certification of compliance herewith and shall
26 deliver the same to counsel for the Party who produced the Discovery Materials not
27 more than sixty (60) days after final conclusion of the litigation. For purposes of
28 this Order, final conclusion shall be taken and construed as the date a dismissal

1 (whether voluntary or involuntary) or final judgment is entered.

2 b. Counsel for the Parties shall maintain a list of the names of all
3 persons, including all experts expected to testify at trial, who inspect or view
4 confidential documents or information, or who receive any copies of such
5 confidential documents or information, and shall make a list available to the Parties
6 at the final conclusion of this litigation.

7 **15. Responsibility of Attorneys; Copies**

8 The attorneys of record are responsible for employing reasonable measures to
9 control and record, consistent with this Order, duplication of, access to, and
10 distribution of Confidential Discovery Materials, including abstracts and summaries
11 thereof. No duplications of Confidential Discovery Materials shall be made except
12 for providing working copies and for filing in court under seal; provided, however,
13 that copies may be made only by those persons specified Paragraphs 5(a)(2)-(4).
14 Any copy provided to a person described in Paragraphs 5(a)(1) or 5(a)(6)-(8) shall
15 be returned to counsel of record upon completion of the purpose for which such
16 copy was provided.

17 **16. Retiring Counsel and/or Parties**

18 In the event a Party or its counsel ceases their involvement in the litigation,
19 including any appeal thereof, access by such person to the Parties' Confidential
20 Discovery Materials and Confidential Documents shall be terminated. However,
21 the provisions of this Order shall remain in full force and effect as to all persons
22 who have obtained access to such Confidential Discovery Materials or Confidential
23 Documents, in perpetuity. In the event of a change in counsel, retiring counsel shall
24 fully instruct new counsel of their responsibilities under this Order and new counsel
25 shall sign the Endorsement of Protective Order attached hereto as Exhibit "A."

26 **17. No Waiver of Rights or Implication of Discoverability**

27 a. No disclosure pursuant to any provision of this Order shall
28 waive any rights or privileges of any Party granted by this Order.

1 b. This Order shall not enlarge or affect the proper scope of
2 discovery in the litigation or any other litigation; nor shall this order imply that
3 Confidential Discovery Materials are properly discoverable, relevant, or admissible
4 in the litigation or any other litigation. Each Party reserves the right to object to
5 any disclosure of information or production of any documents that the Producing
6 Party designates as Confidential Discovery Materials on any other ground it may
7 deem appropriate.

8 c. The entry of this Order shall be without prejudice to the rights of
9 the Parties, or any one of them, or of any non-party to assert or apply for additional
10 or different protection. Nothing in this Order shall prevent any Party from seeking
11 an appropriate protective order to further govern the use of Confidential Discovery
12 Materials at trial.

13 **18. Modification Permitted**

14 Nothing in this Order shall prevent any Party or other person from seeking
15 modification of this Order or from objecting to discovery that it believes to be
16 otherwise improper. This Order may be modified by stipulation among all Parties,
17 approved by the Court or by application to the Court by noticed motion. The Court
18 may modify the protective order in the interests of justice or for public policy
19 reasons on its own initiative. Nothing in this Order shall be construed as a waiver
20 of any rights by any Party with respect to matters not specifically provided for
21 herein.

22 **19. Improper Disclosure of Confidential Discovery Material**

23 Any intentional violation of this Order shall constitute contempt of Court,
24 shall be punishable as such, and shall subject the offending Party or person to such
25 sanctions and remedies as the Court may deem appropriate.

26 **20. Exclusive Jurisdiction**

27 This Court shall have the exclusive jurisdiction to enforce any disputes
28 arising out of this Order.

1 APPROVED AS TO FORM:
2
3

4 Dated: April 3, 2013

ELAINE A. RYAN
PATRICIA N. SYVERSON
BONNETT, FAIRBOURN,
FRIEDMAN & BALINT, P.C.

5
6
7 By: /s/ Patricia N. Syverson
Patricia N. Syverson
8 Attorneys for Plaintiff
Guillermina Contreras

9
10 Dated: April 3, 2013

RICHARD B. GOETZ
AMY J. LAURENDEAU
O'MELVENY & MYERS LLP

11
12 By: /s/ Amy J. Laurendeau
Amy J. Laurendeau
13 Attorneys for Defendant
14 Johnson & Johnson Consumer
Companies, Inc.

15
16 IT IS SO ORDERED.



17 Dated: April 04, 2013

18 Hon. Stephen J. Hillman
19 United States Magistrate Judge

20
21
22 **Attestation**

23 I hereby attest that the other signatory listed, on whose behalf the filing is
24 submitted, concurs in the filing's content and has authorized the filing.

25 Dated: April 3, 2013

26 By: /s/ Amy J. Laurendeau
Amy J. Laurendeau
27 Attorney for Defendant

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& BALINT, P.C.
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13 Attorneys for Defendant
Johnson & Johnson Consumer Companies, Inc.
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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**
18

19 GUILLERMINA CONTRERAS, On
Behalf of Herself and All Others
20 Similarly Situated,

21 Plaintiff,

22 v.

23 JOHNSON & JOHNSON
CONSUMER COMPANIES, INC.,
24

25 Defendant.
26
27
28

Case No. 12-CV-7099 GW (SHx)

**EXHIBIT A: ENDORSEMENT OF
PROTECTIVE ORDER**

1 I, _____, hereby attest to my understanding
2 that information or documents designated Confidential are provided to me subject
3 to the Protective Order (“Order”) dated _____, 2013, in the
4 above-captioned litigation (“Litigation”); that I have been given a copy of and have
5 read the Order; and that I agree to be bound by its terms. I also understand that my
6 execution of this Endorsement of Protective Order, indicating my agreement to be
7 bound by the Order, is a prerequisite to my review of any information or documents
8 designated as Confidential pursuant to the Order.

9 I further agree that I shall not disclose to others, except in accord with the
10 Order, any Confidential Discovery Materials, in any form whatsoever, and that such
11 Confidential Discovery Materials and the information contained therein may be
12 used only for the purposes authorized by the Order.

13 I further agree to return all copies of any Confidential Discovery Materials I
14 have received to counsel who provided them to me upon completion of the purpose
15 for which they were provided and no later than the conclusion of this Litigation.

16 I further agree and attest to my understanding that my obligation to honor the
17 confidentiality of such discovery material will continue even after this Litigation
18 concludes.

19 I further agree and attest to my understanding that, if I fail to abide by the
20 terms of the Order, I may be subject to sanctions, including contempt of court, for
21 such failure. I agree to be subject to the jurisdiction of the United States District
22 Court for the Central District of California, for the purposes of any proceedings
23 relating to enforcement of the Order.

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I further agree to be bound by and to comply with the terms of the Order as soon as I sign this Endorsement, regardless of whether the Order has been entered by the Court.

Date: _____

By: _____

Printed Name: _____