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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

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MELANIE BARBER, KI BURKE, and  
 JOSEPH GREGORIO on Behalf of  
 Themselves and all Others Similarly  
 Situated,

Case No. 8:16-cv-1954-JLS-JCG

15

Plaintiffs,

**STIPULATED  
 PROTECTIVE ORDER**

16

v.

HON. JOSEPHINE L. STATON

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JOHNSON & JOHNSON, MCNEIL-  
 PPC, INC., JOHNSON & JOHNSON  
 18 CONSUMER INC., and RANIR LLC,

MAGISTRATE: HON. JAY C.  
 GANDHI

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Defendants.

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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs  
2 Melanie Barber, Ki Burke, and Joseph Gregorio and Defendants Johnson &  
3 Johnson, McNeil PPC, Inc., Johnson & Johnson Consumer Inc., and Ranir LLC as  
4 follows:

5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential,  
7 proprietary, non-public or private information for which special protection from  
8 public disclosure and from use for any purpose other than prosecuting this litigation  
9 may be warranted. Accordingly, the parties hereby stipulate to and petition the  
10 Court to enter the following Stipulated Protective Order. The parties acknowledge  
11 that this Order does not confer blanket protections on all disclosures or responses to  
12 discovery and that the protection it affords from public disclosure and use extends  
13 only to the limited information or items that are entitled to confidential treatment  
14 under the applicable legal principles. The parties further acknowledge, as set forth  
15 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
16 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
17 procedures that must be followed and the standards that will be applied when a  
18 party seeks permission from the Court to file material under seal.

19 B. GOOD CAUSE STATEMENT

20 This action is likely to involve trade secrets, customer and pricing lists and  
21 other valuable research, development, commercial, financial, technical and/or  
22 proprietary information or personal information for which special protection from  
23 public disclosure and from use for any purpose other than prosecution of this action  
24 is warranted. Such confidential and proprietary materials and information consist  
25 of, among other things, trade secrets, financial, sales, and cost information; business  
26 plans, strategies, projections, or analyses; employee, independent contractor, and  
27 third-party compensation; contracts and other documents concerning compensation  
28 and employment; studies or analyses; product development materials, product

1 formulas, and product formulations; and business and marketing plans, sales plans,  
2 data and strategies. Accordingly, to expedite the flow of information, to facilitate  
3 the prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of the  
7 litigation, and serve the ends of justice, a protective order for such information is  
8 justified in this matter. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good-faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

## 13 14 2. DEFINITIONS

15 2.1 Action: this pending federal law suit, *Melanie Barber et al. v. Johnson &*  
16 *Johnson et al.*, 8:16-cv-1954-JLS-JCG (C.D. Cal.).

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: non-public, confidential or  
20 proprietary financial, technical, commercial, or personal information, medical  
21 history or medical records (regardless of how generated, stored, or maintained) or  
22 tangible things that qualify for protection under Federal Rule of Civil Procedure  
23 26(c), and as specified above in the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
25 support staffs).

26 2.5 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

1           2.6 Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which generated, stored, or maintained (including, among  
3 other things, testimony, transcripts, and tangible things), that are produced as hard  
4 copy, electronically stored information, computer diskette, CD-ROM or otherwise  
5 or generated in disclosures or responses to discovery in this matter.

6           2.7 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this Action and who is not a current  
9 employee of, or consultant to, a Party or a direct competitor of a Party and who, at  
10 the time of retention, is not anticipated to become an employee of, or consultant to,  
11 a Party or a direct competitor of a Party. This definition includes a professional jury  
12 or trial consultant retained in connection with this litigation.

13           2.8 House Counsel: attorneys who are employees of a party to this Action,  
14 and employed to work as attorneys for that party. House Counsel does not include  
15 Outside Counsel of Record or any other outside counsel.

16           2.9 Non-Party: any natural person, partnership, corporation, association, or  
17 other legal entity not named as a Party to this action.

18           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
19 to this Action but are retained to represent or advise a party to this Action and have  
20 appeared in this Action on behalf of that party or are affiliated with a law firm  
21 which has appeared on behalf of that party, and includes support staff.

22           2.11 Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and their  
24 support staffs).

25           2.12 Privilege: the attorney-client privilege, the work product protection, the  
26 common-interest privilege, and/or any other privilege, protection, or immunity  
27 recognized by law.  
28

1           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.14 Professional Vendors: persons or entities that provide litigation support  
4 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.15 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

### 11 12           3. SCOPE

13           The protections conferred by this Stipulation and Order cover not only  
14 Protected Material (as defined above), but also (1) any information copied or  
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
16 compilations of Protected Material; and (3) any testimony, conversations, or  
17 presentations by Parties or their Counsel that might reveal Protected Material.

18           Nothing herein shall be construed to prevent any party from using or  
19 continuing to use any information that is in the public domain or that subsequently  
20 becomes a part of the public domain other than as a result of any act of such party  
21 or of disclosure in violation of this Order. Nothing herein shall be construed to  
22 prevent a party from using or continuing to use any documents or information  
23 known to it or used by it prior to the filing of this Order or that has come into a  
24 party’s possession independently of disclosure and/or discovery in this Case, except  
25 in accordance with any pre-existing limits attached to those documents or  
26 information.

27           Nothing contained in this Order shall be construed to limit any party’s rights  
28 to disclose Protected Material to any witness at a deposition or at trial who either

1 wrote (in whole or in part), received, or lawfully has or had rightful access to such  
2 information, except that such witness must execute the Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A).

4 In addition, a witness may be shown any document that contains or reveals  
5 Confidential Information if the witness (a) is a 30(b)(6) witness testifying on behalf  
6 of the Producing Party, (b) is a present officer or director of the Producing Party  
7 with lawful or rightful access to such information of the Producing Party, (c) was  
8 an officer or director of the Producing Party at the time the document was sent  
9 and/or created, had lawful or rightful access to the document while an officer or  
10 director, and who has executed an “Acknowledgment and Agreement to Be Bound”  
11 (Exhibit A), (d) was an employee with lawful or rightful access to the information  
12 of the Producing Party at the time the document was sent and/or created and is not  
13 then-employed by a competitor of the Producing Party, or (e) was an employee of  
14 the Producing Party at the time the document was sent and/or created whose duties  
15 or position while with the Producing Party would have provided access to the type  
16 of Confidential Information at issue. Before any person listed in this section may  
17 be shown any document that contains or reveals Confidential Information, the  
18 witness must execute the “Acknowledgment and Agreement to Be Bound” (Exhibit  
19 A).

20 Nothing in this Order shall prevent a party from attempting to examine as  
21 witnesses, during depositions or at trial, persons not authorized to receive  
22 documents designated as Confidential Information, as identified herein, if the  
23 examination concerns a document that the witness previously had actual lawful  
24 access to or prior knowledge of as demonstrated by the document itself or by  
25 foundation testimony, so long as the witness executes the “Acknowledgment and  
26 Agreement to Be Bound” (Exhibit A). Nor shall this Order prevent counsel from  
27 examining a witness to determine whether he or she has prior knowledge of  
28 Confidential Information, so long as such examination shall be in a manner that

1 does not disclose the details of the designated documents. Any Confidential  
2 Information so used shall not lose its confidential status through such use and its  
3 confidentiality shall be protected in conformance with this Order.

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5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
10 with or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

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15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. If it comes to a Designating Party's  
20 attention that information or items that it designated for protection do not qualify  
21 for protection, that Designating Party must promptly notify all other Parties that it is  
22 withdrawing the inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
24 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
5 contains protected material.

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and  
9 before the designation, all of the material made available for inspection shall be  
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine  
12 which documents, or portions thereof, qualify for protection under this Order.  
13 Then, before producing the specified documents, the Producing Party must affix the  
14 “CONFIDENTIAL legend” to each page that contains Protected Material.

15 (b) for testimony given in depositions, that the Designating Party  
16 identify the confidential Disclosure or Discovery Material and testimony on the  
17 record, before the close of the deposition. The Designating Party shall thereafter  
18 make arrangements with the court reporter to bind the confidential portions of the  
19 testimony separately. When it appears that substantial portions of the testimony  
20 and exhibits may qualify for protection, the Designating Party may invoke on the  
21 record (before the deposition or proceeding is concluded) a right to have up to 21  
22 days from the date of receipt of the transcript to identify the specific portions of the  
23 testimony and exhibits as to which protection is sought. When this right has been  
24 invoked, the transcript shall be treated as Protected Material during the sooner of:  
25 (a) 21 days from the date of receipt of the transcript; or (b) the date that the specific  
26 portions of testimony and exhibits for which protection is sought have been  
27 designated as Protected Material and such designations have been served.

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1 (c) for information produced in some form other than documentary and  
2 for any other tangible items, that the Producing Party affix in a prominent place on  
3 the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL.” If only a portion or portions of the information  
5 warrants protection, the Producing Party, to the extent practicable, shall identify the  
6 protected portion(s).

7 5.3 Inadvertent Production or Failures to Designate. An inadvertent failure to  
8 designate qualified information or items does not, standing alone, waive the  
9 Designating Party’s right to secure protection under this Order for such material.  
10 Promptly upon discovering its error, the Producing Party or person shall notify the  
11 receiving party in writing of the error, and within ten (10) days of receipt of notice  
12 the receiving party shall either (a) mark all copies of the specified materials with  
13 the appropriate legend, (b) destroy the unmarked copies, or (c) return the unmarked  
14 copies return them to the Producing Party or person for marking. If returned to the  
15 Producing Party for marking, the Producing Party shall return the marked copies to  
16 the receiving party within ten (10) business days. The Receiving Party must make  
17 reasonable efforts to assure that the material is treated in accordance with the  
18 Provisions of this Order, to the extent the material has been used in any other  
19 document (e.g., a memorandum) before being re-designated.

## 20 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 6.2 Meet and Confer. A Party wishing to challenge a Designating Party’s  
26 confidentiality designation shall begin the process by conferring with counsel for  
27 the Designating Party. The Challenging Party shall initiate the dispute resolution  
28 process under Local Rule 37.1 *et seq.*

1           6.3 Judicial Intervention. If the parties are unable to informally resolve a  
2 challenge to a particular designation, the challenging Party may file and serve a  
3 motion that identifies the challenged material and sets forth in detail the basis for  
4 the challenge. The burden of persuasion in any such challenge proceeding shall be  
5 on the Designating Party. Each such motion must be accompanied by a competent  
6 declaration that affirms that the movant has complied with the meet and confer  
7 requirements imposed in the preceding paragraph and that sets forth with specificity  
8 the justification for the confidentiality designation that was given by the  
9 Designating Party in the meet-and-confer dialogue. Until the Court rules on the  
10 challenge, all parties shall continue to afford the material in question the level of  
11 protection to which it is entitled under the Producing Party’s designation.

12  
13           7. ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending, or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under the  
18 conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21           Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.

24           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
25 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 “CONFIDENTIAL” only to:  
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action, provided that: (a) such expert or  
8 consultant has agreed to be bound by the provisions of the Protective Order by  
9 signing a copy of Exhibit A; (b) such expert or consultant is not a current officer,  
10 director, or employee of, or a consultant to, a competitor of Defendants, nor  
11 anticipated at the time of retention to become an officer, director, or employee of,  
12 or a consultant to, a competitor of Defendants; (c) such expert or consultant is not  
13 involved in competitive decision-making, as defined by *U.S. Steel v. United States*,  
14 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of any competitor of  
15 Defendants; and (d) such expert or consultant accesses the materials in the United  
16 States only, and does not transport them to or access them from any foreign (i.e.,  
17 outside the United States) jurisdiction (unless such material originated from or is  
18 produced from any such foreign jurisdiction; moreover, the Parties agree to meet  
19 and confer over potential alterations to this Protective Order as reasonably  
20 necessary to enable the parties to take testimony on technical matters in a foreign  
21 jurisdiction);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional  
25 Vendors to whom disclosure is reasonably necessary for this Action and who have  
26 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (g) the author or recipient of a document containing the information or  
28 a custodian or other person who otherwise possessed or knew the information;

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions;

3 (j) such other persons as the Designating Party may authorize in  
4 writing (and subject to any conditions at that time, such as requiring execution of  
5 the Acknowledgment and Agreement to Be Bound” (Exhibit A)); and

6 (k) named Plaintiffs.

7  
8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or  
16 order to issue in the other litigation that some or all of the material covered by the  
17 subpoena or order is subject to this Protective Order. Such notification shall  
18 include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with the  
22 subpoena or court order shall not produce any information designated in this action  
23 as “CONFIDENTIAL” before a determination by the Court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action  
28 to disobey a lawful directive from another court.

1  
2 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a Non-  
5 Party in this Action and designated by the Non-Party or by any Party to this action  
6 as “CONFIDENTIAL.” Such information produced by Non-Parties in connection  
7 with this litigation is protected by the remedies and relief provided by this Order.  
8 Nothing in these provisions should be construed as prohibiting a Non-Party from  
9 seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party’s confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party’s  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party  
15 that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the  
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this Court within 14  
23 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party’s confidential information responsive to the discovery  
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
26 not produce any information in its possession or control that is subject to the  
27 confidentiality agreement with the Non-Party before a determination by the Court.  
28 Absent a court order to the contrary, the Non-Party shall bear the burden and

1 expense of seeking protection in this Court of its Protected Material. Nothing in  
2 this Order shall prohibit a Party producing Protected Material of a Non-Party from  
3 asserting confidentiality for such Non-Party material.  
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best  
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
11 person or persons to whom unauthorized disclosures were made of all the terms of  
12 this Order, and (d) request such person or persons to execute the “Acknowledgment  
13 and Agreement to Be Bound” that is attached hereto as Exhibit A.  
14

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 11.1. Non Waiver. Under the terms of Fed. R. Evid. 502(d), the production  
18 or disclosure of a document containing material subject to a claim of privilege shall  
19 not constitute a waiver, in this or any other proceeding, of any privilege applicable  
20 to that document or the material contained in that document.

21 11.2. Claw Back. A producing party may, at any time, demand that a  
22 receiving party return or destroy a document containing material subject to a good-  
23 faith claim of privilege. The demand shall be made in writing and shall identify the  
24 document to be returned or destroyed by Bates range whenever possible. Within  
25 fifteen calendar days, or such other time as the parties may agree or the Court may  
26 order, of receiving such a demand, a receiving party shall certify in writing that: (1)  
27 it has returned, destroyed, or otherwise sequestered all copies or versions of the  
28 documents requested to be returned or destroyed and that the receiving party shall

1 not attempt to examine, review, or use such documents without further order of the  
2 Court permitting such activity; and (2) the receiving party has deleted from its work  
3 product or other materials any information or material derived from the documents  
4 requested to be returned or destroyed. Within twenty calendar days, or such other  
5 time as the parties may agree or the Court may order, of receipt of the receiving  
6 party's certification, a producing party shall provide a privilege log for any  
7 documents demanded to be returned as well as redacted versions of any of those  
8 documents that contain both privileged and non-privileged information and  
9 placeholder images for documents containing exclusively privileged information.

10 11.3. Limitations on Use of Clawed Back Documents Pending Court Ruling.

11 After receipt of the producing party's privilege log and a good faith effort to meet  
12 and confer, a receiving party may file a motion to compel production of a document  
13 demanded to be returned pursuant to paragraph 11.2 hereof. The motion shall not  
14 assert, as a basis for the desired relief, the fact that the material at issue was  
15 produced in the case. The motion shall not quote or paraphrase the substance of the  
16 document subject to the motion to compel beyond the description of the document  
17 contained in the privilege log entry for the document; however the motion may  
18 request that an *in camera* inspection be made of the document. Unless the motion  
19 is granted, a requesting party may not use any information contained in the  
20 document that has been clawed back for any purpose, unless that same information  
21 is available from a non-privileged source.

22 11.4. Notification of Producing Party of the Production of Privileged

23 Materials. If a receiving party receives documents that it has reason to believe are  
24 subject to a good faith claim of privilege, the receiving party must refrain from  
25 examining the documents any more than is essential to ascertain if the materials are  
26 reasonably subject to a privilege claim. The receiving party shall promptly notify  
27 the producing party in writing that the receiving party possesses material that  
28 appears to be privileged or otherwise protected from disclosure.

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12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any



1 copies, abstracts, compilations, summaries or any other format reproducing or  
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
5 and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain Protected Material. Any such archival  
7 copies that contain or constitute Protected Material remain subject to this Protective  
8 Order as set forth in Section 4 (DURATION).

9 14. Any violation of this Order may be punished by any and all appropriate  
10 measures including, without limitation, contempt proceedings and/or monetary  
11 sanctions.

12  
13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14  
15 Dated: October 6, 2017

RICHARD B. GOETZ  
MATTHEW D. POWERS  
HANNAH Y. CHANOINE  
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**EXHIBIT A**

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ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Melanie Barber et al. v. Johnson &  
Johnson et al.*, 8:16-cv-1954-JLS-JCG (C.D. Cal.). I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
\_\_\_\_\_