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1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF CALIFORNIA  
3 SACRAMENTO DIVISION

4 ANGELA WALDO, Individually and as  
5 Natural Parent of D.P.,

6 Plaintiff,

7 v.

8 ELI LILLY AND COMPANY,

9 Defendant.

CASE NO.: 2:13-cv-00789-LKK-EFB

**JOINT PROTECTIVE ORDER**

10 The parties (“Parties”), through their counsel of record, hereby stipulate and respectfully  
11 request that the Court enter the following Protective Order (the “Order”) pursuant to Rule 26 of  
12 the Federal Rules of Civil Procedure, in order to expedite the flow of discovery material, facilitate  
13 the prompt resolution of disputes over confidentiality, adequately protect confidential material,  
14 and ensure that protection is afforded only to material so entitled.

15 **1. Discovery Materials**

16 This Order applies to all products of discovery and all information derived therefrom,  
17 including, but not limited to, all documents, objects or things, deposition testimony and  
18 interrogatory/request for admission responses, and any copies, excerpts or summaries thereof,  
19 obtained by any party pursuant to the requirements of any court order, requests for production of  
20 documents, requests for admissions, interrogatories, or subpoena (“Discovery Materials”). This  
21 Order is limited to the litigation or appeal of this action (“this Litigation”).

22 **2. Use of Discovery Materials**

23 With the exception of documents or information that have become publicly available  
24 without a breach of the terms of this Order, or any other legal obligation to safeguard and  
25 maintain confidentiality, all documents, information or other Discovery Materials produced or  
26 discovered in this Litigation, and that have been designated “Confidential Discovery Materials,”  
27 shall be used by the receiving party solely for the prosecution or defense of this Litigation, to the  
28 extent reasonably necessary to accomplish the purpose for which disclosure is made, and not for

1 any other purpose, including any other litigation or judicial proceedings, or any business,  
2 competitive, governmental, commercial, or administrative purpose or function.

3 **3. “Confidential Discovery Materials” Defined**

4 For the purposes of this Order, “Confidential Discovery Materials” shall mean any non-  
5 public information that the producing party reasonably and in good faith believes is properly  
6 protected under Federal Rule of Civil Procedure 26(c)(1)(G) or other state or federal law.  
7 Specifically excluded from Confidential Discovery Materials are (a) any documents that have  
8 been, or in the future will be, designated as not confidential by order of any court, but not before  
9 the time-period to object to such designation has passed, and in the event that the court denies  
10 said objection, not before the time-period to appeal the objection has passed, or an appellate court  
11 has ruled on the designation of the document (b) any documents obtained in the past or in the  
12 future, by any person or entity through procedures established under the Freedom of Information  
13 Act. In the event of a dispute as to whether a document is available through the Freedom of  
14 Information Act, the issue will be resolved by plaintiff’s counsel making an appropriate request  
15 for the release of such documents from the relevant government agency.

16 Where large volumes of Discovery Materials are provided to the requesting party’s  
17 counsel for preliminary inspection and designation for production, prior to a formal production,  
18 and have not been reviewed for confidentiality purposes, the producing party reserves the right to  
19 so designate and redact appropriate Discovery Materials after they are designated by the  
20 requesting party for formal production. During the preliminary inspection process, and before  
21 formal production, all Discovery Materials reviewed by the requesting party’s counsel shall be  
22 treated as Confidential Discovery Materials.

23 **4. Designation of Documents as “Confidential”**

24 a. For the purposes of this Order, the term “document” means all tangible  
25 items, whether written, recorded or graphic, whether produced or created by a party or another  
26 person, whether produced pursuant to subpoena, to discovery request, by agreement, or otherwise.

27 b. Any document which the producing party intends to designate as  
28 Confidential shall be stamped (or otherwise have the legend recorded upon it in a way that brings

1 the legend to the attention of a reasonable examiner) with a notation substantially similar to the  
2 following, identifying the party that made the designation:

3 **Confidential and Subject to Protective Order**  
4 **Eli Lilly and Company – Prozac Products Liability Litigation (BD)**

5 Such stamping or marking will take place prior to production by the producing person, or  
6 subsequent to selection by the receiving party for copying. The stamp shall be affixed in such a  
7 manner as not to obliterate or obscure any written material.

8 Confidential information disclosed by a third-party shall be covered by this Order if a  
9 party notifies all other parties within thirty (30) days of receipt of such information that the  
10 information or portions thereof constitute Confidential Discovery Material. Until the expiration  
11 of the thirty (30) days following receipt of such information, the information disclosed by any  
12 such third party shall be treated as Confidential Discovery Material under this Order.

13 **5. Non-Disclosure of Confidential Discovery Materials**

14 Except with the prior written consent of the party or other person originally producing  
15 Confidential Discovery Materials, or as hereinafter provided under this Order, no Confidential  
16 Discovery Materials, or any portion thereof, may be disclosed to any person except as set forth in  
17 Section 6 below.

18 To avoid security risks currently inherent in certain technologies and to facilitate  
19 compliance with the terms of this Order, and unless the party whose confidential information is at  
20 issue agrees otherwise in writing, all persons given access to Confidential Discovery Materials  
21 under Section 6 below, shall be and are prohibited from storing or transmitting any confidential  
22 information via any online or web-based storage location or service, when such storage location  
23 or service is managed or maintained by any third-party service provider, including any provider  
24 of so called “cloud computing” services, other than a reputable litigation support service provider  
25 with a secure document hosting facility that uses encrypted web-enabled software that allows for  
26 secure and protected sharing and collaboration concerning said documents amongst only  
27 authorized counsel and that does not employ so-called “cloud computing” services.

1           Notwithstanding the foregoing provision, a person with access to Confidential Discovery  
2 Materials under Section 6 below, shall not be prohibited from transmitting to any other person  
3 identified under Section 6 below, a reasonably limited number of files containing Confidential  
4 Discovery Materials through electronic mail, as attachments to an electronic mail in the form of  
5 separate PDF files (and not as zip files or links to files), as long as the person transmitting the  
6 files takes reasonable steps to protect the confidentiality of the files.

7           **6. Permissible Disclosures of Confidential Discovery Material**

8           Notwithstanding Section 5, Confidential Discovery Materials may only be disclosed to  
9 and used by:

10           a.       the parties and their counsel of record in this Litigation who have agreed to  
11 be bound by the terms of this Protective Order. For counsel of record, this includes his/her  
12 partners, associates, secretaries, legal assistants, and employees to the extent considered  
13 reasonably necessary to render professional services in this Litigation;

14           b.       in-house counsel of the parties, to the extent reasonably necessary to render  
15 professional services in this Litigation;

16           c.       court officials involved in this Litigation (including court reporters, persons  
17 operating video recording equipment at depositions, and any special master appointed by the  
18 Court);

19           d.       any person designated by the Court in the interest of justice, upon such  
20 terms as the Court may deem proper;

21           e.       in addition to the persons described in subsections (a) and (b) of this  
22 Section, a party's in-house paralegals and outside counsel of record, who have made an entry of  
23 appearance in this Litigation, and who have agreed to be bound by this Protective Order by  
24 signing a copy of the Endorsement of Protective Order attached hereto as "Exhibit A," including  
25 any attorneys employed by or retained by outside counsel who are assisting in connection with  
26 this Litigation, and the paralegal, clerical, secretarial, and other staff employed or retained by  
27 such outside counsel or retained by the attorneys employed by or retained by outside counsel;

1 f. persons noticed for depositions or designated as trial witnesses, or those  
2 who counsel of record in good faith expect to testify at deposition or trial, to the extent reasonably  
3 necessary in preparing to testify. If a party wishes to show Confidential Discovery Materials to  
4 such a deponent or witness before or during a deposition, hearing, or trial, the deponent or witness  
5 must be informed of this Protective Order and either sign a copy of the Endorsement attached  
6 hereto as Exhibit "A" or consent under oath to abide by its provisions. The parties agree that this  
7 provision does not preclude the producing party from objecting to or moving to preclude  
8 disclosure to any deponent or witness, or to seek amendment of this provision in the future, if it  
9 believes it has a good faith basis for such objection or motion;

10 g. outside consultants or outside experts retained for the purpose of assisting  
11 counsel in this Litigation;

12 h. employees of counsel involved solely in one or more aspects of organizing,  
13 filing, coding, converting, storing, or retrieving data or designating programs for handling data  
14 connected with this action, including the performance of such duties in relation to a computerized  
15 litigation support system;

16 i. employees of third-party contractors performing one or more of the  
17 functions set forth in (h) above;

18 j. any employee of a party or former employee of a party, but only to the  
19 extent considered necessary for the preparation and trial of this action;

20 k. any person who is an author, copyee or addressee of Confidential  
21 Discovery Materials, however, the person seeking access to Confidential Discovery Materials  
22 under this subsection is expressly limited to those Confidential Discovery Materials that the  
23 person has authored or on which he/she is a copyee or addressee and only to the extent considered  
24 reasonably necessary for the preparation and trial of this action; and

25 l. any other person, if consented to in writing by the producing party.

26 Any individual to whom disclosure is to be made under subparagraphs (d) through (l)  
27 above, shall sign, prior to such disclosure, a copy of the Endorsement of Protective Order  
28 attached hereto as "Exhibit A." Counsel providing access to Confidential Discovery Materials

1 shall retain copies of the executed Endorsement(s) of Protective Order. Any party seeking a copy  
2 of an Endorsement may make a demand setting forth the reasons therefor to which the opposing  
3 party will respond in writing. If the dispute cannot be resolved, the demanding party may move  
4 the Court for an order compelling production upon a showing of good cause. For testifying  
5 experts, a copy of the Endorsement of Protective Order executed by the testifying expert shall be  
6 furnished to counsel for the party who produced the Confidential Discovery Materials to which  
7 the expert has access, at the time the expert's designation is served, or at the time the Confidential  
8 Discovery Materials are provided to the testifying expert, whichever is later.

9 Before disclosing Confidential Discovery Materials to any person listed in  
10 subparagraphs (d) through (l) who is a Customer or Competitor (or an employee of either) of the  
11 party that so designated the Confidential Discovery Materials, but who is not an employee of a  
12 party, the party wishing to make such disclosure shall give at least fourteen (14) business days  
13 advance notice in writing to the counsel who designated such Discovery Materials as confidential,  
14 stating that such disclosure will be made, identifying by subject matter category the Confidential  
15 Discovery Materials to be disclosed, and stating the purposes of such disclosure. If, within the  
16 fourteen (14) business day period, a motion is filed objecting to the proposed disclosure,  
17 disclosure is not permissible until the Court has denied such motion. As used in this paragraph,  
18 (a) the term "Customer" means any direct purchaser of products from the party that designated  
19 the Confidential Discovery Materials, or any regular indirect purchaser of products from the party  
20 that designated the Confidential Discovery Materials (such as a pharmacy generally purchasing  
21 through wholesale houses), and does not include physicians or individual patients; and (b) the  
22 term "Competitor" means any manufacturer or seller of anti-depressant prescription medicines.

23 The notice provision immediately above applies to consultants and/or independent  
24 contractors of Competitors to the extent, in the last five (5) years, the consultants or contractors  
25 derives 25% of their income, or spends 25% of their time working for a pharmaceutical company  
26 that manufactures prescription medicines.

27 Any Confidential Discovery Materials distributed or disclosed to a person identified in  
28 Section 6 who is a signatory to Exhibit "A" or has consented under oath to abide by the Protective

1 Order shall be returned to the party's counsel who provided it to such person or, with the consent  
2 of the party producing the Confidential Discovery Materials, destroyed at the completion of the  
3 person's consultation or representation in the case. Upon the request of the producing party or the  
4 Court, each such person shall execute an affidavit stating that all such documents and copies  
5 thereof have been returned or destroyed as required.

6 **7. Redaction and/or Withholding of Confidential Discovery Material**

7 The following Confidential Discovery Material, duly designated as such, may be redacted  
8 and/or withheld from Documents produced to the extent it is irrelevant:

9 a. Protected Health Information ("PHI"), including the names and any  
10 information that would identify the person using the product, except that any information  
11 identifying the plaintiff(s) shall not be redacted or withheld;

12 b. names and any information contained in adverse reaction reports, product  
13 experience reports, consumer complaints and other similar data that would identify any third  
14 party involved with the report, including, but not limited to, a physician or hospital or other  
15 institution, except that any information identifying the plaintiff(s) shall not be redacted or  
16 withheld;

17 c. information that the producing party contends is not relevant to the claims  
18 or defenses in this Litigation, which may include categories of information such as trade secrets;  
19 Confidential commercial information; products manufactured by Defendants other than  
20 medications manufactured, distributed, and/or sold under the trade name Prozac®; manufacturing  
21 methods or processes, including quality control procedures; production, sales, distribution, and  
22 similar data and information; and quantitative or semi-quantitative formulas.

23 d. Any redaction or withholding of information made under this Paragraph 7  
24 shall contain the legend "REDACTED," and will be documented on a log produced by the party  
25 making the redaction.

26 e. Neither party is, by way of this stipulated protective order, agreeing that  
27 any particular information described in or redacted pursuant to Paragraph 7 is necessarily  
28 irrelevant. Both parties reserve the right to challenge any and all redaction or withholding,



1 whether made pursuant to this Paragraph 7 or otherwise. If, after reviewing a document  
2 containing a redaction made on the grounds of non-relevance, a party has a good faith basis for  
3 challenging the redaction, counsel for the parties shall initially attempt to resolve the issue  
4 through discussions. If these discussions are unsuccessful, the party contending that redacted  
5 information is relevant may move the Court for *in camera* inspection and determination of  
6 relevance.

7 **8. Production of Confidential Discovery Materials by Non-Parties**

8 Any non-party who is producing Discovery Materials in this Litigation may agree to and  
9 obtain the benefits of the terms and protections of this Order by designating as “Confidential” the  
10 Discovery Materials that the non-party is producing, as set forth in Section 4.

11 **9. Inadvertent Disclosures**

12 a. The parties agree that the inadvertent disclosure (as defined under Federal  
13 Rule of Evidence 502) of any Discovery Materials that would be protected from disclosure  
14 pursuant to the attorney-client privilege, the work product doctrine, or any other relevant privilege  
15 or doctrine shall not constitute a waiver of the applicable privilege or doctrine. If any such  
16 Discovery Materials are inadvertently produced, the recipient of the Discovery Materials agrees  
17 that, upon request from the producing party, it will promptly return the Discovery Materials and  
18 all copies in its possession, including those shared with its experts, consultants, agents, and other  
19 persons identified in Section 6 (f),(g), and (i), delete any versions of the Discovery Materials on  
20 any database it maintains, including electronic copies stored on any litigation-support database, e-  
21 mails, and servers, make no use of the information contained in the Discovery Materials, destroy  
22 any notes or work product reflecting the contents of inadvertently produced Discovery Materials,  
23 and provide certification of counsel that all such inadvertently disclosed information has been  
24 returned or destroyed; provided, however, that the party returning such Discovery Materials shall  
25 have the right to apply to the Court for an order that such Discovery Materials are not protected  
26 from disclosure by any privilege. Until the parties have resolved any dispute concerning the  
27 privileged nature of any inadvertently produced Discovery Materials, or the Court has issued an  
28 order concerning the disputed materials, no use shall be made of the disputed materials during

1 depositions, in motions, or at trial, nor shall they be disclosed to any party or individual who was  
2 not given access to such materials before discovery of the inadvertent production.

3           b.       The parties further agree that in the event the producing party or other  
4 person inadvertently fails to designate Discovery Materials as confidential, it may make such a  
5 designation subsequently by notifying all persons and parties to whom such Discovery Materials  
6 were produced, in writing, within thirty (30) days of the producing party's or other third person's  
7 discovery of the inadvertent failure to designate. After receipt of such timely notification, the  
8 persons to whom production has been made shall treat the designated Discovery Materials as  
9 confidential, subject to their right to dispute such designation in accordance with Section 10.  
10 Each receiving party shall further notify every person or organization that received copies of or  
11 access to the material identified in the notice that such material contains Confidential Discovery  
12 Material.

13           c.       The inadvertent production of any unredacted Confidential Discovery  
14 Materials that would otherwise be subject to redaction under Section 3 shall not be deemed a  
15 waiver, in whole or in part, of any party's claim of confidentiality of such information.

16           **10.    Declassification**

17           a.       Nothing shall prevent disclosure beyond that limited by this Order if the  
18 producing party consents in writing to such disclosure.

19           b.       If at any time a party (or aggrieved entity permitted by the Court to  
20 intervene for such purpose) wishes for any reason to dispute a designation of Discovery Materials  
21 as "Confidential" made hereunder, such person shall make reasonable efforts to notify within 90  
22 days of production of the Confidential Discovery Materials specifying by exact Bates number(s)  
23 the Confidential Discovery Materials in dispute. This provision shall not prevent any party from  
24 challenging a confidentiality designation at a later date if reasonable efforts were made to identify  
25 and challenge the disputed Discovery Materials. The designating party shall respond in writing  
26 within ten (10) business days of receiving this notification. Notification of any such dispute does  
27 not in any way suspend the operation of this Order.

1 c. If a party contends that any document has been erroneously or improperly  
2 designated or not designated as Confidential Discovery Material or has been erroneously or  
3 improperly redacted or not redacted, the document or information at issue should be treated as  
4 confidential until either the parties reach a written agreement or this Court issues an order  
5 determining that the document is not confidential and shall not be given confidential treatment.

6 d. If the parties are unable to amicably resolve the dispute, the proponent of  
7 confidentiality may apply by motion to the Court for a ruling that Discovery Materials stamped as  
8 “Confidential” are entitled to such status and protection under Rule 26 of the Federal Rules of  
9 Civil Procedure and this Order, provided that such motion is made within thirty (30) days from  
10 the date the challenger of the Confidential designation challenges the designation. The  
11 designating party shall have the burden of proof on such motion to establish the propriety of its  
12 Confidential designation.

13 e. If the time for filing a motion, as provided in Section 10(d), has expired  
14 without the filing of any such motion, or ten (10) business days have elapsed after the appeal  
15 period for an order of this Court that the Discovery Materials shall not be entitled to confidential  
16 status, the Confidential Discovery Materials shall lose their designation.

17 **11. Confidential Discovery Materials in Depositions**

18 a. Protected documents may be used or marked as exhibits in depositions but  
19 shall remain subject to this Order. Confidential Discovery Materials shown to any witness during  
20 a deposition shall not lose their confidential status through such use, and counsel shall exercise  
21 their best efforts and take all steps reasonably required to protect their confidentiality during such  
22 use.

23 b. If a party wishes to show Confidential Discovery Materials to such a  
24 deponent or witness before or during a deposition, the deponent must be informed of this  
25 Protective Order and either sign a copy of the Endorsement attached hereto as Exhibit “A” or  
26 consent under oath to abide by its provisions. The parties agree that this provision does not  
27 preclude the producing party from objecting to or moving to preclude disclosure to any deponent  
28 or witness, or to seek amendment of this provision in the future, if it believes it has a good faith

1 basis for such objection or motion. Deponents shall not retain or copy portions of the transcript  
2 of their depositions that contain Confidential information not provided by them or the entities  
3 they represent unless they sign the form described, and otherwise comply with the provisions in  
4 Section 6. While a deponent is being examined about any Confidential Discovery Materials or the  
5 confidential information contained therein, persons to whom disclosure is not authorized under  
6 this Order shall be excluded from being present.

7 c. Parties (and deponents) may, within thirty (30) days after receiving the  
8 hard copy of the final transcript of a deposition, designate pages of the transcript (and exhibits  
9 thereto) as Confidential. Until expiration of such thirty (30) day period, the entire transcript,  
10 including exhibits, will be treated as subject to protection under this Order. Subject to the  
11 procedures outlined in Section 10(b), if no party or deponent timely designates a transcript as  
12 confidential, then none of the transcript or its exhibits will be treated as confidential. If a  
13 designation is made, all such testimony, each deposition transcript, recording, or portion thereof,  
14 and each exhibit that is so designated, shall be treated as Confidential Discovery Material unless  
15 otherwise agreed to by the parties or directed by order of the Court.

16 **12. Confidential Discovery Materials Offered as Evidence at Trial**

17 Confidential Discovery Materials and the information therein may be offered in evidence  
18 at trial or any court hearing, provided that the proponent of the evidence gives at least five (5)  
19 days' notice to counsel for the party or other person that designated the Discovery Materials or  
20 information as confidential in accordance with the Federal Rules of Evidence and any local rules,  
21 standing orders, or rulings in this Litigation governing identification and use of exhibits at trial.  
22 Any party may move the Court for an order that the evidence be received *in camera* or under  
23 other conditions to prevent unnecessary disclosure. The Court will then determine whether the  
24 proffered evidence should continue to be treated as confidential and, if so, what protection, if any,  
25 may be afforded to such Discovery Materials or information at trial.

26 **13. Filing Confidential Discovery Materials With The Court**

27 Before filing any Confidential Discovery Materials with the Court, the party wishing to  
28 file such Confidential Discovery Materials shall request that the materials be sealed in

1 conformance with applicable law, including, but not limited to, Local Rule 141. **Any motion for**  
2 **a sealing order shall address the controlling case law on the standards for sealing court**  
3 **documents.** A party may not file Confidential Discovery Materials unless filed under seal.  
4 Nothing herein shall supersede or interfere with the parties' right to designate documents under  
5 Section 10 of this Order. Said Confidential Discovery Materials shall be kept under seal until  
6 further order of the Court; however, said Confidential Discovery Materials and other papers filed  
7 under seal shall be available to the Court, to counsel of record, and to all other persons entitled to  
8 receive the confidential information contained therein.

9 **14. Client Consultation**

10 Nothing in this Order shall prevent or otherwise restrict counsel from rendering advice to  
11 their clients in this Litigation and, in the course thereof, relying on examination of Confidential  
12 Discovery Materials; provided, however, that in rendering such advice and otherwise  
13 communicating with such client, counsel shall not make specific disclosure of any item so  
14 designated except pursuant to the procedures of Section 6.

15 **15. Subpoena by other Courts or Agencies**

16 If another court or an administrative agency subpoenas or otherwise orders production of  
17 Confidential Discovery Materials which a person has obtained under the terms of this Order, the  
18 person to whom the subpoena or other process is directed shall promptly notify counsel for the  
19 designating party in writing via fax and overnight delivery, provide a copy of the subpoena, and  
20 provide all of the following: (1) the Discovery Materials that are requested for production in the  
21 subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at  
22 which compliance with the subpoena is requested; (4) the identity of the party serving the  
23 subpoena; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or  
24 other identification number or other designation identifying the litigation, administrative  
25 proceeding or other proceeding in which the subpoena or other process has been issued. In no  
26 event shall Confidential Discovery Materials be produced prior to the expiration of five (5)  
27 business days following confirmation of receipt of written notice by the designating party. The  
28 person receiving the subpoena or other process shall cooperate with the producing party in any

1 proceeding related thereto. The subpoenaed party will not oppose the producing party's effort to  
2 intervene in the proceeding, quash the subpoena, or take other reasonable action to seek  
3 appropriate relief, with the cost of such opposition to the subpoena to be borne by the producing  
4 party unless otherwise agreed to by the parties.

5 Additionally, the person subpoenaed must inform the subpoena's issuer of this Order and  
6 provide the subpoena's issuer with a copy of this Order. Furthermore, with respect to any  
7 subpoena, the designating party has the burden and the expense of seeking the protection in the  
8 applicable court. No party will object to the designating party having a reasonable opportunity to  
9 appear in any litigation or proceeding commanding disclosure of such protected material for the  
10 sole purpose of seeking to prevent or restrict disclosure thereof.

11 **16. Non-termination**

12 The provisions of this Order shall not terminate at the conclusion of this Litigation.  
13 Within ninety (90) days after final conclusion of all aspects of this Litigation (including without  
14 limitation any appeals and after the time for filing all appellate proceedings has passed), each  
15 party shall return all Confidential Discovery Materials to counsel for the party that produced  
16 them, shall destroy them, or otherwise comply with an applicable order of the Court. The return  
17 or destruction of the Confidential Discovery Materials under this paragraph shall include, without  
18 limitation, all copies, and duplicates thereof. If counsel elects to destroy Confidential Discovery  
19 Materials, they shall consult with counsel for the producing party on the manner of destruction  
20 and obtain such party's consent to the method and means of destruction. All counsel of record  
21 shall make certification of compliance herewith and shall deliver the same to counsel for the party  
22 who produced the Confidential Discovery Materials not more than one hundred twenty (120) days  
23 after final termination of this Litigation. Counsel of record, however, shall not be required to  
24 return or destroy any pretrial or trial records as are regularly maintained by that counsel in the  
25 ordinary course of business, which includes: (i) one full set of copies of all pleadings, affidavits,  
26 declarations, briefs, memoranda, expert reports, exhibits and other papers filed with the Court and  
27 that contain Confidential Discovery Materials; (ii) their work-product; and (iii) one set of  
28 transcripts of all testimony taken at any depositions, hearings or trial (with exhibits). Any such

1 materials that are not returned or destroyed shall remain subject to this Order, and the Court shall  
2 retain jurisdiction to ensure that the terms hereof are not violated.

3 **17. Modification Permitted**

4 Nothing in this Order shall prevent any party or other person from seeking modification of  
5 this Order or from objecting to discovery that it believes to be otherwise improper.

6 **18. Responsibility of Attorneys; Copies**

7 The attorneys of record are responsible for employing reasonable measures, consistent  
8 with this Order, to control and record duplication of, access to, and distribution of Confidential  
9 Discovery Materials, including abstracts and summaries thereof.

10 No duplications of Confidential Discovery Materials shall be made except for providing  
11 working copies and for filing in Court under seal; provided, however, that copies may be made  
12 only by those persons specified in Sections (a), (b) and (c) of Section 6 above. Any copy  
13 provided to a person listed in Section 6 shall be returned to counsel of record upon completion of  
14 the purpose for which such copy was provided. In the event of a change in counsel, retiring  
15 counsel shall fully instruct new counsel of their responsibilities under this Order and new counsel  
16 shall sign this Order.

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

18 a. No disclosure pursuant to any provision of this Order shall waive any  
19 rights or privileges of any party granted by this Order.

20 b. This Order shall not enlarge or affect the proper scope of discovery in this  
21 or any other litigation; nor shall this order imply that Confidential Discovery Materials are  
22 properly discoverable, relevant, or admissible in this or any other litigation. Each party reserves  
23 the right to object to any disclosure of information or production of any documents that the  
24 producing party designates as Confidential Discovery Materials on any other ground it may deem  
25 appropriate.

26 c. The entry of this Order shall be without prejudice to the rights of the  
27 parties, or any one of them, or of any non-party, to assert or apply for additional or different  
28

1 protection. Nothing in this Order shall prevent any party from seeking an appropriate protective  
2 order to further govern the use of Confidential Discovery Materials at trial.

3 **20. Improper Disclosure of Confidential Discovery Materials**

4 Disclosure of Confidential Discovery Materials other than in accordance with the terms of  
5 this Protective Order may subject the disclosing person to such sanctions and remedies as the  
6 Court may deem appropriate.

7 DATED: 10/13/2014

REILLY POZNER LLP

8  
9 By: /s/ Mark Premo-Hopkins (as authorized on 10/06/14)

10 MARK PREMOMHOPKINS  
11 REILLY POZNER LLP  
12 1900 Sixteenth Street, Suite 1700  
13 Denver, CO 80202  
14 Telephone: (303) 893-6100  
15 Facsimile: (303) 893-6110  
16 mpremoHopkins@rplaw.com

17 DATED: 10/13/2014

DOWNEY BRAND LLP

18 By: /s/ M. Max Steinheimer

19 M. MAX STEINHEIMER  
20 DOWNEY BRAND LLP  
21 3425 Brookside Road, Suite A  
22 Stockton, CA 95219-1757  
23 Telephone: (209) 473-6450  
24 msteinheimer@downeybrand.com

25 **ORDER**

26 IT IS SO ORDERED.

27 Dated: October 17, 2014.

28   
EDMUND F. BRENNAN  
UNITED STATES MAGISTRATE JUDGE



1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF CALIFORNIA  
3 SACRAMENTO DIVISION

4 ANGELA WALDO, Individually and as  
5 Natural Parent of D.P.,

6 Plaintiff,

7 v.

8 ELI LILLY AND COMPANY,

9 Defendant.

CASE NO.: 2:13-cv-00789-LKK-EFB

10 **ENDORSEMENT OF PROTECTIVE ORDER**

11 I hereby attest to my understanding that information or documents designated Confidential  
12 are provided to me subject to the Protective Order dated \_\_\_\_\_, 2014 (the "Order"), in the  
13 above-captioned litigation ("Litigation"); that I have been given a copy of and have read the  
14 Order; and that I agree to be bound by its terms. I also understand that my execution of this  
15 Endorsement of Protective Order, indicating my agreement to be bound by the Order, is a  
16 prerequisite to my receipt or review of any information or documents designated as Confidential  
17 ("Confidential Discovery Materials") pursuant to the Order.

18 I further agree that I shall not disclose or distribute to others, except in accord with the  
19 Order, any Confidential Discovery Materials, in any form whatsoever, and that such Confidential  
20 Discovery Materials and the information contained therein may be used only for the purposes  
21 authorized by the Order.

22 I further agree to return all copies of any Confidential Discovery Materials I have received  
23 to counsel who provided them to me upon completion of the purpose for which they were  
24 provided, and to do so no later than within thirty (30) days of the conclusion of this Litigation.

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

27 I further agree and attest to my understanding that, if I fail to abide by the terms of the  
28 Order, I may be subject to sanctions, including contempt of court, for such failure. I agree to be

1 subject to the jurisdiction of the United States District Court for the Eastern District of California  
2 for the purposes of any proceedings relating to enforcement of the Order.

3 I further agree and attest to my understanding that I am not permitted to make any  
4 changes, amendments or edits to the terms of this Endorsement without the written approval of  
5 counsel for all parties to the above-captioned matter, and that any such changes, amendments or  
6 edits made without the approval of counsel for all parties shall have no effect.

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

9

10 Date: \_\_\_\_\_

11

12 By: \_\_\_\_\_

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