IN RE YAZ®, YASMIN®, OCELLA® LITIGATION	**SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY**
	CASE NO. 287
	CIVIL ACTION
This Document Relates to All Actions	

FILED
JUL 08 2010
BRIAN R. MARTINOTTI
J.S.C.

CASE MANAGEMENT ORDER NO. 5

STIPULATED PROTECTIVE ORDER

WHEREAS, certain materials that will be produced in discovery may contain trade secret or other confidential information subject to protection in accordance with to Rule 4:10-3 of the Rules Governing Civil Practice in the Superior Court of the State of New Jersey,

WHEREAS, to facilitate discovery in a timely fashion and minimize the necessity, delay, and burdens attendant to pre-production and pre-disclosure motions for a protective order(s),

NOW, THEREFORE, it is hereby agreed and stipulated among the Parties and **ORDERED** pursuant to Rule 4:10-3 as follows:

I. Scope of Order

A. This Protective Order shall govern all hard copy and electronic materials, the information contained therein, and all other information including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any party, to this proceeding (the "Supplying Party") to any other party (the "Receiving Party"). This Protective Order is binding upon all parties at the time this Protective Order is entered to the *In re Yaz®, Yasmin®, Ocella® Litigation* (Superior Court of New Jersey, law Division, Bergen County, Case No. 287) including their respective corporate parents, subsidiaries, and affiliates and their respective attorneys,

principals, experts, consultants, representatives, directors, officers, employees, and others as set forth in this Protective Order. If additional parties are added other than parents, subsidiaries or affiliates of current parties to this litigation, then their ability to receive Confidential Information and/or Highly Confidential Information as set forth in this Protective Order will be subject to them being bound, by agreement or Court Order, to this Protective Order.

B. Third Parties who so elect may avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order and thereby become a Supplying Party for purposes of this Protective Order.

C. The entry of this Protective Order does not preclude any party from seeking a further order of this Court.

D. Nothing herein shall be construed to affect in any manner the admissibility at trial or in any other Court proceeding of any document, testimony, or other evidence.

E. This Protective Order does not confer blanket protections on all disclosures or responses to discovery and the protection it affords extends only to the specific information or items that are entitled to protection under the applicable legal principles for treatment as confidential.

II. Designation and Redaction of Confidential Information and Highly Confidential Information

A. "Discovery Material" as used herein means any information, document, or tangible thing, response to discovery requests, deposition testimony or transcript, and any other similar materials, or portions thereof. To the extent that matter stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, discs, networks, or tapes) ("Computerized Material") is produced by any party in such form, the Supplying Party may

designate such matters as confidential by a designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the media. Whenever any party to whom Computerized Material designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL is produced reduces such material to hardcopy form, that party will treat the hardcopy form in accordance with the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designation on the media for the Computerized Material.

B. "Competitor" as used herein shall mean any company, other than the Supplying Party, that is engaged in the design, manufacture or marketing of any oral contraceptives. For the Purposes of this definition, "marketing" does not include distribution activities undertaken by pharmaceutical distribution companies or pharmacies.

C. "Confidential Information" is defined herein as information that the Producing Party in good faith believes constitutes, reflects, discloses, or contains information subject to protection under New Jersey Rule of Court 4:10-3, and other applicable Rules, including information the Producing Party maintains must be treated as confidential pursuant to foreign law, such as "personal data" as defined in data privacy laws and/or regulations of foreign countries, whether it is a document, information contained in a document, information revealed during a deposition or other testimony, information revealed in an interrogatory response, or information otherwise revealed. In designating discovery materials as Confidential Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and rulings of the Court and consistent with the Producing Party's belief that the designated material would be entitled to the protections accorded to Confidential Information under this Order if such had first been sought by formal motion by the Producing Party. Nothing herein shall be construed to allow for global designations of all documents as "Confidential."

Further, in the event of a dispute concerning the designation of materials as "Confidential," nothing in this paragraph shall be deemed to provide protection to discovery materials that would not have been accorded to those discovery materials had protection first been sought by formal motion. Any transcript of deposition shall be treated as confidential pursuant to Party's receipt of the final transcript of a deposition. The court reporter will indicate the portions designated as confidential and segregate them as appropriate. Designations of transcripts will apply to audio, video, or other recordings of the testimony. The court reporter shall clearly mark any transcript released before the expiration of the thirty-day (30-day) period as "Highly Confidential- Subject to Further Confidentiality Review." Such transcripts will be treated as Highly Confidential Information until the expiration of the thirty-day (30-day) period. If the Supplying Party does not serve a designation letter within the thirty-day (30-day) period, then the entire transcript will be deemed not to contain Confidential Information or Highly Confidential Information and the "Highly Confidential-Subject to Further Confidentiality Review" legend shall be removed.

D. "Highly Confidential Information" is defined herein as Confidential Information that, if disclosed to a Competitor, could result in possible antitrust violations or substantial business harm. In designating discovery materials as Highly Confidential Information, the Producing Party shall do so in good faith consistent with the provisions of this Protective Order and rulings of the Court, and consistent with the Producing Party's belief that the designated material would be entitled to the protections accorded to Highly Confidential Information under this Order if such had first been sought by formal motion by the Producing Party. Nothing herein shall be construed to allow for global designations of all documents as "Highly Confidential." Further, in the event of a dispute concerning the designation of materials as "Highly Confidential," nothing in this paragraph shall be deemed to provide protection to

discovery materials that would not have been accorded to those discovery materials had protection first been sought by formal motion."

E. For each document produced by the Producing Party that contains or constitutes Confidential Information or Highly Confidential Information pursuant to this Protective Order, each page shall be marked "CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER", or "HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER" or comparable notices.

F. Specific discovery responses produced by the Producing Party shall, if appropriate, be designated as Confidential Information or Highly Confidential Information by marking the pages of the document that contain such information with the notation "CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER," or "HIGHLY CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER" or comparable notices.

G. Any party in this proceeding may designate as Confidential Information or Highly Confidential any document or information produced by, or testimony given by, any other person or entity that the party reasonably believes qualifies as such party's Confidential Information or Highly Confidential Information under this Protective Order. If any party in good faith believes that any third party produced information constitutes its Confidential Information or Highly Confidential Information, the party claiming confidentiality shall designate the information as such within thirty (30) calendar days of its receipt of such information. Any party designating third party information as Confidential or Highly Confidential shall have the same rights as a Supplying Party under this Order with respect to such information.

H. To protect against unauthorized disclosure of Confidential Information or Highly Confidential Information, and to comply with all applicable state and federal laws and regulations, the Supplying Party may redact from produced documents, materials or other things,

or portions thereof, the following items, or any other item(s) agreed upon by the parties or ordered by the Court:

1. The names, street addresses, Social Security numbers, tax identification numbers, and other personal identifying information of patients, health care providers reporting specific adverse advents, and individual patients participating in clinical studies or referenced in adverse event reports. Other general identifying information, however, such as patient or health care provider numbers, shall not be redacted unless required by state or federal law. To the extent a plaintiff's name is contained in any of these documents, a copy of the documents that have not had the plaintiff's information redacted will be produced directly to counsel for said plaintiff;

2. Highly confidential trade secrets, such as those related to the formulation ofYaz®/Yasmin®/Ocella®, unless such formulation also appears in the NDA/ANDA for Yaz®/Yasmin®/Ocella®;

3. Highly confidential business and proprietary information related to specific sales data for other products of the named Defendants that does not also relate to Yaz®/Yasmin®/Ocella®;

4. Any information relating to products manufactured or marketed by the named Defendants other than Yaz®/Yasmin®/Ocella® that does not also relate to Yaz®/Yasmin®/Ocella®. For purposes of the preceding sentence, information concerning a product other than Yaz®/Yasmin®/Ocella® that appears in comparison to Yaz®/Yasmin®/Ocella® relates to Yaz®/Yasmin®/Ocella® and shall not be redacted. Likewise, manufacturing information about a product other

than Yaz®/Yasmin®/Ocella® that also relates to Yaz®/Yasmin®/Ocella® shall not be redacted; and

5. The Social Security numbers, passwords, and tax identification numbers of employees in any records.

To the extent that the Supplying Party redacts from produced documents or portions thereof, it shall set forth on the document the designation: "Redacted: Relevance" or "Redacted: Privilege" or similar designation setting forth the basis of the redaction.

I. The foregoing provisions concerning redactions are production guidelines designed to facilitate the prompt production of potentially relevant discovery material and to minimize pre-production disputes and motion practice concerning the treatment of discovery material. Nothing in the foregoing paragraph shall be deemed to limit the rights of a Receiving Party to challenge the appropriateness of any redaction under applicable law or to seek broader disclosure and production of redacted material by a Producing Party. In any such challenge, the Producing Party shall bear the burden of establishing the appropriateness of the challenged redaction under applicable law. The parties shall meet and confer before engaging in any motion practice with respect to this paragraph.

J. Pursuant to 21 C.F.R. §§ 3, 14.430(e) & (f) and 20.63(f), the names of any person or persons reporting adverse experiences of patients and the names of any patients that are not redacted shall be treated as confidential, regardless of whether the document containing such names is designated as CONFIDENTIAL INFORMATION. No such person shall be contacted, either directly or indirectly, based on the information so disclosed without the express written permission of the Supplying Party.

III. Access to Confidential Information

A. In the absence of written permission from the Supplying Party or an order of the Court, any Confidential Information produced in accordance with the provisions of this Protective Order shall be used solely for the purposes of this proceeding or as permitted by this paragraph and its contents shall not be disclosed to any person other than:

1. the Receiving Party;
2. counsel for the Receiving Party, including outside counsel (consisting of any law firm or attorney that represents any Defendant) and any in-house counsel (consisting of attorney employees of any Defendant), and the attorneys, paralegals, stenographic, and clerical staff employed by such counsel to whom it is reasonably necessary to disclose the Information for purposes of the litigation;
3. with respect to any Confidential Information produced by any plaintiff or third party with respect to plaintiff, any employee or agent of the Receiving Party to whom it is reasonably necessary to disclose such information;
4. independent consultants and/or experts, consulted with, employed, and/or formally retained to advise or to assist counsel in the preparation and/or trial of this Litigation;
5. stenographic employees and court reporters recording or transcribing testimony in this proceeding;
6. the Receiving Party may show Confidential Information to any witness during a deposition if (a) the Producing Party consents to such disclosure;

(b) such person or persons execute the Acknowledgment that is attached hereto as Exhibit A; or (c) the witness otherwise affirms on the record not to disclose such confidential material to anyone outside the deposition. Confidential Information shown to any witness during a deposition shall not lose its confidential status through such use, and counsel shall exercise their best efforts and take all steps reasonably required to protect its confidentiality during such use. If, after a deposition is noticed or a hearing or trial is set, the Supplying Party objects to Confidential Information being shown to that witness, the Supplying Party shall attempt to confer with counsel to resolve the issue. If counsel are unable to resolve the issue themselves, counsel may seek an order from the Court prohibiting or limiting such use or for other relief. Following a deposition, the parties will comply with the provisions set forth in Section II(G);

7. the Court, any Special Master appointed by the Court, any state Court conducting related proceedings, and any members of their staffs to whom it is necessary to disclose the information;

8. vendor agents retained by the parties or counsel for the parties;

9. any counsel for claimants in other pending U.S. litigation alleging personal injury or economic loss arising from the alleged use, purchase, or payment of Yaz®/Yasmin®/Ocella® for use in this or such other Yaz®/Yasmin®/Ocella® action, provided that the proposed recipient: (a) is already operating under a stipulated Confidentiality Order in another

Yas®/Yasmin®/Ocella® action; or (b) agrees to be bound by this Order and executes the Acknowledgment that is attached hereto as Exhibit A;

10. any individual(s) who authored, prepared, or previously received the information; and

11. plaintiffs' treating physicians.

B. In the absence of written permission from the Supplying Party or an order of the Court, any Highly Confidential Information produced in accordance with the provisions of this Protective Order shall be used solely for the purposes of this proceeding or as permitted by this paragraph and its contents shall not be disclosed to any person other than:

1. the Receiving Party. However, if the Receiving Party is a co-Defendant or a Competitor of the Supplying Party, the Receiving Party may not receive Highly Confidential Information, except as provided by Paragraph III(B)(2);

2. outside counsel and the attorneys, paralegals, stenographic, and clerical staff employed by such counsel to whom it is reasonably necessary to disclose the Information for purposes of the Litigation;

3. independent consultants and/or experts, consulted with, employed, and/or formally retained to advise or to assist counsel in the preparation and/or trial of this Litigation;

4. stenographic employees and court reporters recording or transcribing testimony in this proceeding;

5. the Receiving Party may show Highly Confidential Information to a witness during a deposition, hearing, or trial if (a) the Producing Party

consents to such disclosure; (b) such person or persons execute the Acknowledgment that is attached hereto as Exhibit A; or (c) the witness otherwise affirms on the record not to disclose such Highly Confidential material to anyone outside the deposition. Highly Confidential Information shown to any witness during a deposition shall not lose its Highly Confidential status through such use, and counsel shall exercise their best efforts and take all steps reasonably required to protect its confidentiality during such use. If after a deposition is noticed or a hearing or trial is set, the Supplying Party objects to Highly Confidential Information being shown to that witness, the Supplying Party shall attempt to confer with the supplying party before the deposition, hearing or trial to resolve the issue. If counsel are unable to resolve the issue themselves, counsel may seek an order from the Court prohibiting or limiting such use or for other relief. Following a deposition, the parties will comply with the provisions set forth in Section II(G);

6. the Court, any Special Master appointed by the Court, any state Court conducting related proceedings, and any members of their staffs to whom it is necessary to disclose the information;

7. vendor agents retained by the parties or counsel for the parties;

8. any counsel for claimants in other pending U.S. litigation alleging personal injury or economic loss arising from the alleged use, purchase, or payment of Yaz®/Yasmin®/Ocella® for use in this or such other Yaz®/Yasmin®/Ocella® action, provided that the proposed recipient: (a)

is already operating under a Confidentiality Order in another Yaz®/Yasmin®/Ocella® action; or (b) agrees to be bound by this Order and executes the Acknowledgment that is attached hereto as Exhibit A.;

9. any individual(s) who authored, prepared, or previously received the information; and

10. plaintiffs' treating physicians.

C. Disclosure of Confidential Information or Highly Confidential Information to Employees or Consultants of Competitors:

1. Before disclosing Confidential Information or Highly Confidential Information to any person who is a current employee of a pharmaceutical manufacturer or distributor of Yaz®/Yasmin®/Ocella® or other oral contraceptive (other than employees of the Producing Party or its parents or subsidiaries), the party wishing to make such disclosure shall provide the counsel who designated such information as Confidential or Highly Confidential with notice of their intention to share Confidential Information with such person. The notice, which may be provided by e-mail, shall contain information concerning the proposed recipient that does not identify the proposed recipient but is sufficient to permit an informed decision to be made with respect to any potential objection to the provision of Confidential or Highly Confidential information to that individual. The Supplying Party shall have ten (10) days from receipt of the notice to deliver to the notifying party its good-faith written objections, which may be provided by e-mail, to such disclosure. Absent timely

objections, the expert or consultant shall be permitted to receive Confidential Information. If there is no consent to the disclosure, within five (5) days of serving its objections, the party objecting to the disclosure may seek a protective order from the Court and failure to timely seek a protective order shall result in the proposed recipient being permitted to receive Confidential or Highly Confidential Information. As part of that motion, the objecting party will have an opportunity to (1) request that the Court direct the party wishing to make disclosure to produce additional information about the proposed recipient, and (2) submit any other papers and argument necessary to allow the Court to make an informed decision. It shall be the burden of the party seeking to prevent such disclosure to demonstrate good cause for prohibiting disclosure. Once the party objecting to disclosure files a motion for a protective order, the party seeking disclosure may not disclose any Confidential Information or Highly Confidential to the proposed recipient unless and until the Court has permitted such disclosure and ten days have elapsed after the appeal period from any such order. If the Court allows disclosure of the Confidential Information or Highly Confidential, the information shall remain Confidential Information or Highly Confidential and the proposed recipient shall be bound by this Order. This section shall not apply to documents shown during a deposition, which shall be governed by Paragraphs III.A.6 or III.B.5.

D. Prior to the disclosure of any Confidential Information or Highly Confidential Information to any person identified above, each putative recipient of Confidential Information or Highly Confidential Information shall be provided with a copy of this Protective Order, which he or she shall read. Upon reading this Protective Order, such person shall sign an Acknowledgment, in the form annexed hereto as Exhibit A, acknowledging that he or she has read this Protective Order and shall abide by its terms. Outside Counsel to the Parties in this matter, other individuals independently and lawfully in possession of Confidential Information or Highly Confidential Information, the Court, the Court's staff, court reporting services, duplicating services, record collection vendors, and other vendors conducting purely non-substantive functions are not required to sign an acknowledgement. These Acknowledgments are strictly confidential. Counsel for each party shall maintain the Acknowledgments without giving copies to the other side. The parties expressly agree, and it is hereby ordered that, except in the event of a violation of this Protective Order, there will be no attempt to seek copies of the Acknowledgments or to determine the identities of persons signing them. If the Court finds that any disclosure is necessary to investigate a violation of this Protective Order, such disclosure will be pursuant to separate court order. Persons who come into contact with Confidential Information or Highly Confidential Information for clerical or administrative purposes, and who do not retain copies or extracts thereof, are not required to execute Acknowledgements but must comply with the terms of this Protective Order. This section shall not apply to documents shown during a deposition, which shall be governed by Paragraphs III.A.6 or III.B.5.

E. With respect to documents produced to plaintiffs, documents designated as Highly Confidential will be treated in the same manner as documents designated Confidential

except that Plaintiffs may not disclose Highly Confidential Information to In-House Counsel, and/or current employees of any Competitor of the Supplying Party.

F. Disclosure of Confidential Information or Highly Confidential information beyond the terms of this Protective Order may be made only if the Supplying Party who designated the material as confidential consents in writing to such disclosure, or if the Court, after reasonable written notice to all affected parties, orders such disclosure. The terms of this Order shall not apply to any publicly available information or documents.

V. Filing of Confidential Information with the Court

A. Where a party seeks to submit Court papers containing Confidential Information or Highly Confidential Information, that party must file under seal any Confidential Information or Highly Confidential Information, consistent with applicable law, until further order of Court. When submitting deposition testimony that has been designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" the submitting party shall propose to submit to the extent reasonably possible only those pages of the deposition transcript that are cited, referred to, or relied on by the submitting party.

B. Pursuant to R 1:38, nothing relating to Section V, Paragraph A, of this order shall be filed with the court unless prior notice is given to the court and a specific order is signed permitting the document(s) to be filed under seal.

VI. Protection and Use of Confidential Information

A. Persons receiving or having knowledge of Confidential Information by virtue of their participation in this proceeding, or by virtue of obtaining any documents or other Confidential Information or Highly Confidential Information produced or disclosed under this Protective Order, shall use the Confidential Information or Highly Confidential only as permitted

by this Protective Order. Counsel shall take all reasonable and necessary steps to assure the security of any Confidential Information or Highly Confidential Information and will limit access to Confidential Information or Highly Confidential Information to those persons authorized by this Protective Order.

B. Nothing herein shall restrict any party's counsel from rendering advice to its clients with respect to this proceeding or a related action in which the Receiving Party is permitted by this Order to use Confidential Information or Highly Confidential Information, and in the course thereof, rely upon Confidential Information or Highly Confidential Information, provided that in rendering such advice, counsel shall not disclose any other party's Confidential Information or Highly Confidential Information other than in a manner provided for in this Protective Order.

C. Nothing herein shall restrict a person qualified to receive Confidential Information or Highly Confidential Information under this Protective Order from making working copies, abstracts, digests, and analyses of such information for use in connection with this proceeding and such working copies, abstracts, digests, and analyses shall be deemed to have the same level of protection under the terms of this Protective Order. A qualified recipient shall at all times keep secure all notes, abstractions, or other work product derived from or containing Confidential Information; shall be obligated to maintain the confidentiality of such work product; and shall not disclose or reveal the contents of said notes, abstractions or other work product after the documents, materials, or other things, or portions thereof (and the information contained therein) and information are returned and surrendered. Nothing in this agreement requires the Receiving Party's counsel to disclose work product or privileged information at the conclusion of the case.

D Nothing contained in this Protective Order shall preclude any party from using its own Confidential Information or Highly Confidential Information in any manner it sees fit, without prior consent of any party or the Court.

E. Any party that is served with a subpoena or other notice compelling the production of discovery materials produced by another party must immediately give written notice of such subpoena or other notice to the original Supplying Party. Upon receiving such notice, the original Supplying Party shall bear the burden of opposing, if it deems appropriate, the subpoena on grounds of confidentiality.

F. If a Receiving Party learns of any unauthorized disclosure of Confidential Information or Highly Confidential Information by parties or counsel in these Coordinated Actions, it shall immediately inform the Court in writing of all pertinent facts relating to such disclosure.

G. Within thirty (30) calendar days of the conclusion of any attorney's last case in this proceeding, including any appeals related thereto, at the written request of the Supplying Party, such attorney and any persons to whom he or she disclosed Confidential Information and Highly Confidential Information under this Order shall return and surrender any Confidential Information or Highly Confidential Information or copies thereof to the Supplying Party at the Supplying Party's expense. Such persons shall return or surrender any discovery materials produced by the Supplying Party and any and all copies (electronic or otherwise), summaries, notes, compilations, and memoranda related thereto; provided, however, that counsel may retain their privileged communications, work product, Acknowledgments pursuant to this Protective Order, materials required to be retained by applicable law, and all court-filed documents even though they contain discovery materials produced by the Supplying Party, but such retained

privileged communications and work product shall remain subject to the terms of this Protective Order. At the written request of the Supplying Party, any person or entity having custody or control of recordings, notes, memoranda, summaries or other written materials, and all copies thereof, relating to or containing discovery materials produced by the Supplying Party shall deliver to the Supplying Party an affidavit certifying that reasonable efforts have been made to assure that all such discovery materials produced by the Supplying Party and any copies thereof, any and all records, notes, memoranda, summaries, or other written material regarding the discovery materials produced by the Supplying Party (except for privileged communications, work product and court-filed documents as stated above) have been delivered to the Supplying Party in accordance with the terms of this Protective Order. In lieu of returning the materials, the Supplying Party may direct that the materials be destroyed in a manner than will protect the Confidential Information and the destroying party shall certify that it has done so.

VII. Change in Designation of Information

A. Inadvertent production of any document or information without a designation of confidentiality will not be deemed to waive a later claim to its confidential nature or preclude the Supplying Party from designating said document or information as Confidential Information or Highly Confidential Information at a later date. Any Supplying Party may designate as Confidential Information or Highly Confidential Information or withdraw a Confidential Information or Highly Confidential designation from any material that it has produced, provided, however, that such re-designation shall be effective only as of the date of such re-designation. The Receiving Party must treat such documents and things with the noticed level of protection from the date such notice is received. Such re-designation shall be accomplished by notifying counsel for each party in writing of such re-designation and providing replacement images

bearing the appropriate description. Upon receipt of any re-designation and replacement image that designates material as Confidential Information, the Receiving Party shall (1) treat such material in accordance with this Order; (2) take reasonable steps to notify any persons known to have possession of any such material of such re-designation under this Protective Order; and (3) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt under this Protective Order.

B. A Receiving Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. A Receiving Party may challenge a Supplying Party's confidentiality designation or re-designation by notifying the Supplying Party, in writing, of its good faith belief that the confidentiality designation was not proper and must give the Supplying Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain, in writing within fourteen (14) calendar days, the basis of the designation. If a Receiving Party elects to press a challenge to a confidentiality designation after considering the justification offered by the Supplying Party, the Receiving Party shall, in writing, notify the Supplying Party that a resolution cannot be reached regarding the confidentiality designation of a document, and the Supplying Party shall, within twenty-one (21) calendar days of receiving such notice from the Receiving Party, file and serve a motion that identifies the challenged material and sets forth in detail the basis for the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designation. In connection with such a motion, the proponent of the designation being challenged shall bear the burden of demonstrating that good cause under Rule 1:38 and applicable case law exists for the continued treatment and protections of the challenged document under applicable law. The determination of whether good cause exists to protect the subject document or

information shall be made as if (a) no party had ever entered into this stipulated Order, (b) the subject document or information was never subject to this Order, and (c) the motion for protective order concerning the subject document or information was filed *ab initio* by the Supplying Party. Until the Court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Supplying Party's designation. If, after the expiration of twenty-one (21) calendar days, the Supplying Party has not filed a motion with the Court, the designation will automatically be removed. If a document was originally designated as "HIGHLY CONFIDENTIAL," how it will be designated and treated depends on what the challenge alleges. If a resolution is reached regarding the confidentiality designation of a challenged document, the Supplying Party shall serve on all parties a notice specifying the documents and the nature of the resolution within ten (10) calendar days of reaching the resolution.

VIII. Inadvertent Production of Documents

Inadvertent production of documents (hereinafter "Inadvertently Produced Documents") subject to work-product immunity, the attorney-client privilege, or other legal privilege protecting information from discovery shall not constitute a waiver of the immunity or privilege, provided that the Supplying Party shall notify the receiving party in writing within a reasonable period of time from the discovery of the inadvertent production. If such notification is made, such Inadvertently Produced Documents and all copies thereof shall, upon request, be returned to the Supplying Party, all notes or other work product of the receiving party reflecting the contents of such materials shall be destroyed, and such returned or destroyed material shall be deleted from any litigation-support or other database. If the Receiving Party elects to file a motion as set forth below, the Receiving Party, subject to the requirements below, may retain possession of the

Inadvertently Produced Documents as well as any notes or other work product of the receiving party reflecting the contents of such materials pending the resolution by the court of the motion below. If the Receiving Party's motion is denied, the Receiving Party shall promptly comply with the immediately preceding provisions of this paragraph or such other directives as may be issued by the Court. No use shall be made of such Inadvertently Produced Documents during depositions or at trial, nor shall they be disclosed to anyone who was not given access to them prior to the request to return or destroy them. The party receiving such Inadvertently Produced Documents may, after receipt of the Supplying Party's notice of inadvertent production, move the Court to oppose the Supplying Party's request for return of the subject materials. Each party retains all rights and arguments as to any proceeding regarding Inadvertently Produced Documents.

IX. Miscellaneous Provisions

It is expressly understood by and between the parties that in producing Confidential or Highly Confidential information in this litigation, the parties shall be relying upon the terms and conditions of this Protective Order. Notwithstanding the foregoing, the parties preserve all rights to challenge or oppose a challenge to a confidentiality designation or document redaction, in accordance with the procedures set forth herein.

By written agreement of the parties, or upon motion and order of the Court, the terms of this Protective Order may be amended or modified. This Protective Order shall continue in force until amended or superseded by express order of the Court, and shall survive and remain in effect after the termination of this proceeding.

IT IS SO ORDERED

Hon. Brian R. Martinotti, J.S.C.

	SUPERIOR COURT OF NEW JERSEY **LAW DIVISION: BERGEN COUNTY**
IN RE YAZ®, YASMIN®, OCELLA® LITIGATION	**CASE NO. 287**
	CIVIL ACTION
This Document Relates to All Actions	

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

The undersigned agrees:

I have read in its entirety and understand the Stipulated Protective Order that was issued by the Superior Court of New Jersey, Law Division, Bergen County, on _____, 2010 in *In re Yaz®, Yasmin®, Ocella Litigation®*, Case No. 287.

I agree to comply with and to be bound by the terms of this Stipulated Protective Order. I understand and acknowledge that failure to so comply could expose me to sanctions. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the Superior Court of New Jersey, Law Division, Bergen County for the purposes of enforcing terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of these proceedings.

Date:_____

City and State where sworn and signed:_____

Printed Name:_____

Signature: _____