

IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY



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	:		<b>DOCKETED</b>
<b>IN RE: RISPERDAL LITIGATION</b>	:	<b>MARCH TERM, 2010</b>	<b>COMPLEX LIT CENTER</b>
	:	<b>NO. 00296</b>	<b>APR 14 2011</b>
<i>This Document Relates to All Cases</i>	:		<b>J. STEWART</b>
	:		

**CASE MANAGEMENT ORDER NO. 4**  
**PROTECTIVE ORDER REGARDING CONFIDENTIAL DISCOVERY MATERIALS**

Disclosure and discovery activity in this proceeding may involve production of confidential, proprietary, trade secret and other private information for which special protection from public disclosure and from use for any other purpose other than prosecuting this and similar lawsuits related to the use of Risperdal. In order to expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect confidential material and ensure that protection is afforded only to material so entitled, the Court enters this Protective Order pursuant to Pennsylvania Rule of Civil Procedure 4012 which provides for the issuance of protective orders limiting the disclosure of certain discovered information in appropriate circumstances.

Therefore, the Court enters this Protective Order under Pennsylvania Rule of Civil Procedure 4012 and hereby **ORDERS** that documents and other information produced in this case by the parties shall be produced subject to the following.

**1. SCOPE**

A. At any time before the production of any documents or information by the Producing Party, if warranted under applicable law, the Producing Party may designate such information or documents as Confidential and subject to this Protective Order. The Court

anticipates that before designating documents Confidential pursuant to this Confidentiality Order, the Producing Party shall make a good faith analysis of its document production to determine if such documents merit confidential treatment under applicable law. This Protective Order does not confer blanket protection to all disclosures, documents, 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 protections for treatment as confidential. The Producing Party shall designate those materials as Confidential and subject to this Protective Order by placing the following legend or similar marking on each page of each document copied for, by, or on behalf of the plaintiff or co-defendants in this action: **“CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”** The legend shall be placed in a margin in a manner which will not in any way interfere with or obliterate its legibility. Documents or information so designated shall be referred to herein as “Confidential Discovery Material.” Such stamping or marking will take place before production by the Producing Party or subsequent to selection by the Receiving Party for copying.

B. With the exception of documents or information that have become publicly available without breach of the terms of this Order or any other legal obligation to safeguard and maintain confidentiality, all documents, information or other discovery materials produced or discovered in this litigation, and that have been designated as “Confidential Discovery Materials” shall be used by the Receiving Party solely for the prosecution or defense of this Litigation. Moreover, any documents, response to discovery requests, deposition testimony or transcript and/or trial exhibits that have been used, or introduced, during the trial of any matter related to Risperdal, including, but not limited to, *Powell v. Janssen Pharmaceutica Inc., et al.*, No. L-0358-05 (Superior Court of New Jersey, Mercer County); *Commonwealth of Pennsylvania*

*v. Janssen Pharmaceutica Inc., et al.*, January Term 2008, No. 2181 (Court of Common Pleas, Philadelphia County); *Caldwell ex rel. State of Louisiana v. Janssen Pharmaceutical*, No. 04-C-3967 (27th Judicial Court, St. Landry Parish, Louisiana); and *State of West Virginia v. Johnson & Johnson, et al.*, No. 04-C-156 (Circuit Court of Brooke County, West Virginia), shall be identified by Bates number and/or produced by the Janssen Defendants within thirty (30) days of this Order. Such documents, response to discovery requests, deposition testimony or transcript and/or trial exhibits shall not be considered Confidential under this Protective Order.

C. “Confidential Discovery Material” as used herein means any non-public information, document, or tangible thing, response to discovery requests, deposition testimony or transcript, and any other similar materials, or portions thereof that are properly protected under the Pennsylvania Rules of Civil Procedure, including without limitation Pa. R. Civ. P. 4012(a)(9) or other applicable law, whether it is a document (electronic or otherwise). Confidential Discovery Information includes information which, if disclosed to a competitor, could result in substantial business harm by revealing current proprietary licensing, marketing, design, development, research, manufacturing or business strategy information regarding products or medicines relating to this lawsuit. Nothing herein shall be construed to allow for global designations of all documents as “Confidential.”

D. This Protective Order shall apply to and govern all hard copy and electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, Internet sites, disks, networks, or tapes) (Electronically Stored Information (“ESI”)), the information contained therein, and all other information produced or disclosed and designated by the Producing Party as Confidential whether or not such documents or information are informally produced or produced in response

to formal discovery requests. The Producing Party may designate specific answers to interrogatories, responses to other discovery requests, and excerpts of deposition testimony as Confidential pursuant to this Protective Order. When ESI is produced by a party in such form and contain Confidential Material, the Producing Party shall so indicate by labeling the media as follows "Contains Confidential Material." If appropriate, individual documents or pages contained on the media shall be marked in the manner set forth in paragraph 1(A) above.

E. This Protective Order is binding upon all parties at the time this Protective Order is entered, 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 and affiliates of current parties to this litigation, their ability to receive 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.

F. The entry of this Protective Order does not preclude any party from seeking a further order of this Court pursuant to Pa. R. Civ. P. 4012.

G. With respect to deposition testimony, a designation of confidentiality may be made on the record at the time of a deposition, at which time the testimony and transcript thereof shall be subject to the full protection of this Protective Order. However, within thirty (30) days after receipt of the final deposition transcript from the court reporter, counsel for the party asserting confidentiality at the deposition shall state in writing, served on all parties, by designating the pages and lines of all portions for which confidentiality is claimed. In the case of testimony not so designated during the course of a deposition, counsel for the party wishing to assert confidentiality may, at any time within thirty (30) days of receipt of the final deposition

transcript from the court reporter, notify the parties and court reporter in writing, by designating by pages and lines of all portions for which confidentiality is claimed, in which case those portions of the testimony and transcript thereof shall be subject to the full protection of this Protective Order. During the thirty (30) day period, the testimony will be treated as though it had been designated as confidential pursuant to the terms of this Protective Order. If the Producing Party does not serve a designation letter within the thirty (30) day period, then the entire transcript will be deemed not to contain any Confidential Information.

H. 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. Use of Confidential Discovery Material subject to this Protective Order at trial will be determined by relevant law and order of the Court.

I. Confidential documents or information produced by defendants in other Risperdal-related litigations that are already in the possession of plaintiffs' counsel can be used pursuant to the terms of this Protective Order if they were originally produced under a Protective Order, have not been made public, have not been introduced at trial, or have not been ordered by any court to be nonconfidential. If documents were originally produced under a Protective Order, have not been made public, have not been introduced at trial, or have not been ordered by any court to be nonconfidential, all documents or information so produced shall remain subject in all respects to all protections provided by this Protective Order even though they have not been designated with the specific markings described in paragraph 1(A). Documents or information stamped as or otherwise marked as "Confidential" in prior litigation shall suffice. Their contents shall not be disclosed by plaintiffs or co-defendant(s) except as provided in this Protective Order except for use in depositions or trial as authorized by the Court or this

Protective Order. The foregoing provision does not apply to documents no longer considered confidential.

**2. FILING OF CONFIDENTIAL INFORMATION WITH THE COURT**

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

B. The procedure for filing Confidential Discovery Materials with the Court will be set forth in a future case management order.

**3. REDACTIONS**

A. To protect against unauthorized disclosure of Confidential Information, and to comply with all applicable state and federal laws and regulations, the Producing Party may redact from produced documents, materials and other things, 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 indentifying information of patients, health care providers, and individuals in clinical studies or adverse event reports. Other general identifying information, however, such as patient or health 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. The Social Security numbers, tax identification numbers and other personal identifying information of employees in any records.

B. To the extent that the Producing Party redacts material or information in the produced documents or portions thereof, it shall black out every redaction to indicate where the redaction begins and ends and for each redaction set forth the designation: "Redacted Confidential," "Redacted Privilege," or a similar designation setting forth the legal basis of the redaction adjacent to the redaction. As to any material that the Producing Party has previously produced in other litigation and that contains redactions, the documents will not be re-marked as described in this paragraph; rather, the manner in which the previously produced documents were marked will be sufficient.

C. Every redaction in every document shall be marked as described in paragraph 3(B) above.

D. If whole pages of a document are redacted, that shall be reflected in the document by including a bates stamped page replacing the redacted page bearing a designation "Redacted" followed by the legal basis for the redaction as described in paragraph 3(B) above. This shall be done for every page redacted from a document.

E. If a redaction is made at the end of a document, that shall be reflected in the document by including the redaction on the last page along with the designation "Redacted" followed by the legal basis for the redaction as described in paragraph 3(B) above.

F. Pursuant to 21 C.F.R. §§ 314.430(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.

G. Notwithstanding any of the foregoing provisions, nothing contained herein shall be construed as a waiver of a party's ability to challenge such redactions and require the Producing Party to seek a protective order nor restrict a party's right to otherwise seek protection from the Court concerning any such request. The parties shall meet and confer before engaging in any motion practice with respect to this paragraph. The burden as to the propriety of any redaction remains on the Producing Party at all times.

**4. ACCESS TO AND USE OF CONFIDENTIAL INFORMATION.**

A. Except with the prior written consent of the party or other person originally producing Confidential Discovery Materials, or as herein provided under this Order, no Confidential Discovery Materials, or portions thereof, may be disclosed to any person except as set forth below.

B. Any person having knowledge of Confidential Information by virtue of participation in this proceeding, by virtue of obtaining documents or other Confidential Information produced or disclosed under this Protective Order, shall use the Confidential Information only as permitted by this Protective Order. Counsel shall take all reasonable and necessary steps to assure the security of any Confidential Information and will limit access to Confidential Information to those persons authorized by this Protective Order.

C. The documents and information provided by the Producing Party and designated as confidential shall be revealed to and used by (1) parties or current employees of parties; (2) counsel of record for the parties in this action; (3) paralegals or secretarial employees under the direct supervision or employ of counsel of record in this action; (4) independent consultants and/or experts, employed and/or formally retained to advise or to assist counsel in the preparation and/or trial of this litigation; (5) outside copy and document processing entities or

persons retained by any party in connection with the litigation; (6) former employees, sub-contractors or independent contractors of defendant(s); (7) employees of counsel or third-party contractors involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving data or designating programs for handling data connected with this action, including the performance of such duties in relation to a computerized litigation support system; (8) court reporters, videographers, and members of their staffs used in taking or assembling deposition or trial testimony; (9) witnesses at depositions, hearings, or trial or those who counsel of record in good faith expect to testify at deposition or trial; (10) plaintiff's treating physicians; and (11) the Court, any Special Master appointed by the Court, any Pennsylvania state court conducting related proceedings, and any members of their staffs to whom it is necessary to disclose the information, involved in Risperdal cases against the Producing Party who agree to be bound by the terms of this Protective Order but do not need to sign the attached Acknowledgement. The parties agree that the documents designated as Confidential may be revealed to additional persons, including parties and/or in-house counsel, by agreement, which shall not be unreasonably withheld. Under no circumstances shall any of the above eleven (11) categories of persons disclose such confidential documents to the press or media.

D. Each person as defined in 4(C)(4) through 4(C)(10) who reviews or inspects confidential documents or information subject to this Protective Order shall be brought within the personal jurisdiction of this Court, including the contempt power, by signing a copy of the attached Acknowledgement signifying agreement to the provisions of this Protective Order and consenting to the jurisdiction of this Court over his/her person for any proceedings involving alleged improper disclosure of said protected documents or information.

E. With the exception of persons set forth in 4(C)(1), 4(C)(2), 4(C)(3), 4(C)(11) above and 4(F) below, no person entitled to access to protected documents or information under this Protective Order shall be provided with the protected documents or information unless each such individual has first read the Protective Order of this Court and completed and signed the Acknowledgement attached as Exhibit A. No person entitled to access to protected documents or information shall disclose or discuss the contents of any such materials with any other individual, except those individuals who are also permitted to view, inspect or examine the materials protected herein. The information provided by this Protective Order shall be used for the sole purpose of the preparation for this case and other Risperdal cases, and shall not be used for any other purpose or for any other legal action except as provided by this Protective Order.

F. Persons who come into contact with Confidential Discovery Materials 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 Order.

G. The signed Acknowledgements are strictly confidential except as stated below.

H. Each party's counsel shall maintain all executed Acknowledgements of all persons who inspect or review confidential documents obtained from another party before trial of this matter or who receives any copies of such confidential documents or information. Each party will produce a copy of the executed Exhibit A for each of its testifying experts along with that expert's report. With the exception of the expert provision discussed in this section, the parties expressly agree, and it is hereby Ordered that except in the event of a violation of this Order, the parties will make no attempt to seek copies of the signed Acknowledgements or to determine the identities of the persons signing them. If the Court finds that any disclosure is

necessary to investigate a violation of this Order, such disclosure will be made under a separate court order.

I. The terms of this Order do not apply to any publicly available information or documents. This provision in no way alters or expands the terms of paragraph 4(C) of this Protective Order indentifying the persons to whom confidential material may be revealed.

J. Nothing herein shall restrict a person qualified to receive Confidential Discovery Materials 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 obliged to maintain the confidentiality of such work product, and shall not disclose or reveal the contents of said notes, abstracts or other work product after the documents, materials, or other things, or portions thereof (and the information contained therein) until such information is returned or destroyed. Nothing in this Protective Order requires the Receiving Party's counsel to disclose work product at the conclusion of the case or cases.

K. Any non-party who is producing Discovery Materials in this Litigation may agree to and obtain the benefit of the terms and protections of this Order by designating "Confidential" those discovery materials that the non-party is producing which are properly confidential under applicable law and Pa. R. Civ. P. 4012.

##### **5. APPLICATION TO THE COURT.**

A. Nothing herein shall be construed to preclude or limit any party from opposing any discovery on any ground which would otherwise be available. Nothing in this Protective

Order shall be deemed to preclude any party from seeking or obtaining, on the appropriate showing, additional protection with respect to the confidentiality of documents or information. Nothing in this Protective Order shall preclude any party from seeking or obtaining, on the appropriate showing, an order lifting the protection granted in this Protective Order with respect to the confidentiality of documents or information.

B. It shall be the burden of the party seeking to prevent disclosure to demonstrate good cause for prohibiting disclosure.

**6. VIOLATION OF PROTECTIVE ORDER.**

A violation by any person of any provision of this Protective Order may be punishable as determined by the Court.

**7. JURISDICTION OF COURT.**

This Court retains jurisdiction over the parties, counsel for the parties, and all persons, firms, corporations, or organizations, whomsoever, to whom this Protective Order applies, for purposes of enforcement of this Protective Order both during and following the conclusion of this action.

**8. CHALLENGE TO CONFIDENTIALITY DESIGNATIONS OR REDACTIONS.**

A. If a party elects to challenge any designation or re-designation of the confidentiality of any documents, information or redactions pursuant to this Protective Order, the Receiving Party shall provide the Producing Party written notice of the dispute, specifying by exact Bates number(s) the Confidential Discovery Materials in dispute and afford the Producing Party the opportunity to voluntarily remove such designation or redaction. The Producing Party shall, within twenty (20) days of the receipt of such notice, either voluntarily remove the designation or file a written motion with the Court for an order to continue the confidential

designation, redaction or prevent or limit disclosure. Each such motion shall be accompanied by one copy of each document, discovery response, or portion of transcript challenged, and shall set forth in detail the legal basis for the Confidential designation or redaction pursuant to the provision set forth above in paragraph 1(C) or 3(B) of this Protective Order. The confidentiality of challenged documents, information, or the legitimacy of any redaction shall remain protected until the Court shall order otherwise. Notification of any such dispute does not in any way suspend the operation of this Order. In the event the Producing Party files a motion seeking protection of challenged documents, information, or redaction, the party opposing the motion shall have ten (10) days to file a response and the Producing Party shall have seven (7) days to file a reply. Notwithstanding the foregoing, if a party desires to challenge the designation of a class of documents as confidential or the redaction of a class of documents on a class-wide basis, the challenging party may be excused from designating such documents for challenge by Bates numbers where the documents or the nature of the redaction can be otherwise identified and the amount of copying would be a substantial burden to the parties and to the Court.

B. The interested parties shall attempt to resolve any such challenges by agreement prior to the time for filing of the motion required pursuant to paragraph 9(A). If the challenge is resolved by agreement, or by voluntary removal, or if no motion is filed within twenty (20) days of the receipt of written notice of challenge, then within twenty (20) days of the agreement or of the challenging party's notice of the dispute if there is no agreement, the Producing Party shall remove the Confidential legend or redaction stamp and shall provide documents without the Confidentiality legend or stamp to the Receiving Party and Confidentiality shall not thereafter apply to such documents or information. If the Court orders production of confidential documents or information or redacted materials, then the confidential legend or redaction and

reason therefore shall be removed by the Producing Party within twenty (20) days of entry of the Court's order and all documents without the confidentiality legend or redaction will be produced to the Receiving Party. Confidentiality shall not thereafter apply to such documents or information.

1. All documents, testimony, or other materials designated by the producing party as confidential shall retain their confidential status during the pendency of any proceeding challenging confidentiality initiated by a party until such time as the contentions initiated by a party regarding confidentiality of documents and materials so designated are fully and finally adjudicated, including such appeals as may be sought.

2. Neither this Protective Order nor the designation of any item as confidential materials shall be construed as an admission that such material or any testimony in respect to such material in a deposition or otherwise would be admissible in evidence in this litigation or in any other proceeding. In addition, this Protective Order does not, of itself, require the production of any information or document.

C. The burdens of both proof and persuasion in any such challenge proceeding shall be on the Producing Party.

**9. THIRD PARTY REQUEST FOR CONFIDENTIAL DISCOVERY MATERIAL.**

A. If confidential documents or information in the possession of a receiving party are subpoenaed or requested by any court, administrative or legislative body, or any other person or organization purporting to have authority to subpoena or request such data or information, the party to whom the subpoena or request is directed shall not, to the extent permitted by applicable law, provide or otherwise disclose such documents or information without waiting ten (10) business days after first notifying counsel for the Producing Party in writing of: (1) the

information and documentation which is requested for production in the subpoena or request; (2) the date on which compliance with the subpoena or request is sought; (3) the location at which compliance with the subpoena or request is sought; (4) the identity of the party serving the subpoena or making the request; and (5) the case name, jurisdiction, and index, docket, complaint, charge, civil action, or other identification number or designation identifying the litigation, administrative proceeding, or other proceeding in which the subpoena or request has been issued.

B. Upon receiving a subpoena or request by any court, administrative or legislative body, or any other person or organization purporting to have authority to subpoena or request such data or information, the original Producing Party shall bear the burden and all costs of opposing production, if it deems it appropriate to do so, the subpoena or request.

**10. INADVERTENT OR UNINTENTIONAL DISCLOSURE.**

A. Any inadvertent or unintentional disclosure of privilege, work product, or Confidential Documents or information will not be deemed to waive, in whole or in part, (1) the Producing Party's claims of privilege, work product, or confidentiality either as to the specific information inadvertently or unintentionally disclosed or as to any other Confidential material disclosed prior to or after that date, or (2) the Producing Party's right to designate said material as Confidential Discovery Material pursuant to this Protective Order, subject, however to the limitation that the Producing Party may not, for the first time, claim a document or information is privileged, constitutes work product, is Confidential, is proprietary, or contains trade secret information after it has been used in a deposition or a brief or has been introduced in a hearing or at trial by a Receiving Party.

B. Inadvertent production will not constitute a waiver of privilege or work product provided that a Producing Party notifies the Receiving Party in writing within a reasonable period of time after 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 Producing Party, all notes 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 above, the Receiving Party, may retain possession of the inadvertently produced documents as well as any notes or other work product of the Receiving Party until the issue is decided by the court and all appeal have been exhausted.

C. This Protective Order does not in any way deprive a party of its right to contest the Producing Party's claim to protection for privilege, work product, confidentiality, proprietary, or trade secret information. Nor does this Protective Order in any way deprive the Producing Party of its right to claim that such information should be protected from disclosure. Production of documents or information pursuant to this Protective Order shall not be construed as a waiver of any sort by the parties.

D. Any Producing Party may designate as Confidential Information or withdraw a Confidential designation from any material 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 accompanied by notifying counsel for each party in writing of such re-designation and within (15) fifteen days thereafter providing replacement images bearing or without the appropriate description.

E. 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 person known to have possession of such material.

F. Nothing herein shall be construed or applied to affect the rights of any party to discovery under the Pennsylvania Rules of Civil Procedure, or to assert any objection, or to prohibit any party from seeking such further provisions or relief as it deems necessary or desirable regarding this Protective Order, including, but not limited to an order that discovery not be had.

G. A Receiving Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original production of the document or information.

**11. RETURN OR DESTRUCTION OF CONFIDENTIAL DOCUMENTS AND INFORMATION.**

A. Copies of Confidential Discovery Materials produced by a Producing Party may remain in the possession of the Receiving Party's attorneys but shall be governed by the terms and conditions of this Protective Order. The documents and information produced by a Producing Party may be used by the undersigned Plaintiff's attorneys. The Confidential Discovery Materials produced by a party may not be used for other purpose nor disclosed to any other person except as provided by this Order without the express written consent of the Producing Party upon written application or request to the Producing Party. Within 30 days after the conclusion of the last of the Risperdal case filed by the undersigned Plaintiff's

attorneys' against the producing defendant, with the exceptions set forth below, the undersigned attorneys shall either return all the Confidential documents and information and copies thereof to the Producing Party at a location selected by the Producing Party and at the Receiving Party's attorneys' expense, or produce an certification of compliance executed by the undersigned Receiving Party's attorneys' indicating that all of the documents from the Producing Party and all copies thereof have been destroyed or will be destroyed within a reasonable time.

Counsel for the Receiving Party may retain their privileged communications, work product, and Acknowledgements pursuant to this Protective Order, materials required to be retained by applicable law, and all Confidential documents and exhibits filed with the Court even though they contain discovery materials produced by the Producing Party, but such retained, privileged communications and work product shall remain subject to the terms of this Protective Order. Counsel for the Receiving Party shall also not be required to return or destroy any pretrial or trial records as are regularly maintained by that counsel in the ordinary course of business, which includes: (i) one full set of copies of all pleadings, affidavits, declarations, briefs, memoranda, expert reports, exhibits and other papers filed in this action; and (ii) one set of transcripts of all testimony taken at any depositions, hearings or trial with exhibits used therein. Any such materials that are not returned or destroyed shall remain subject to this Order, and the Court shall retain jurisdiction to ensure that the terms hereof are not violated.

## **12. MISCELLANEOUS PROVISIONS.**

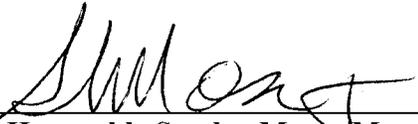
A. Nothing in this Order shall prevent any party or other person from seeking modification of this Order or from objecting to a confidentiality designation or redaction that it believes to be otherwise improper.

B. Nothing in this Order shall prevent a Party from any use of its own documents and information.

C. Nothing shall prevent disclosure beyond that limited by this Order if the Producing Party consents in writing to such disclosure.

D. This Protective Order remains in full force and effect and governs the use of Confidential documents and information until amended or superseded by express order of the Court and shall survive and remain in effect after the conclusion of all of the undersigned Plaintiffs' attorneys' Risperdal cases.

SIGNED AND ORDERED ON THE 13<sup>TH</sup> OF April 2011.

  
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The Honorable Sandra Mazer Moss

APPROVED

ATTORNEYS FOR PLAINTIFFS

ATTORNEYS FOR DEFENDANTS