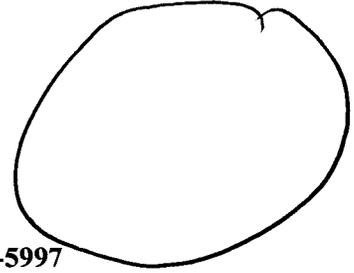


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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION



MADELINE SPEAL,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-cv-5997
HON. LAWRENCE F. STENGEL

LAURA BECKER,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-cv-5991
HON. LAWRENCE F. STENGEL

FILED

FEB 28 2013

CLIFFORD BLAKE, DECEASED,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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MICHAEL E. KUNZ, Clerk
By: V-5990 Dep. Clerk
CASE NO: 2:12-cv-5990
HON. LAWRENCE F. STENGEL

KRISTIN DAVIDSON, DECEASED,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-cv-5992
HON. LAWRENCE F. STENGEL

SCOTT FLEISCHER, DECEASED

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

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CASE NO: 2:12-cv-5993
HON. LAWRENCE F. STENGEL

Defendants.

AUGUSTINA JIMINEZ,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-cv-5996
HON. LAWRENCE F. STENGEL

LUCKY PETTERSEN,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-5988
HON. LAWRENCE F. STENGEL

SHARYN L. SKURSHA,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-5989
HON. LAWRENCE F. STENGEL

KIMBERLY TERRY, DECEASED,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-cv-5994
HON. LAWRENCE F. STENGEL

PETRU URSOI,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 5:12-CV-5995
HON. LAWRENCE F. STENGEL

KAITLYN ALLEN,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-07259
HON. LAWRENCE F. STENGEL

ANGELA ALTIMUS,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-07258
HON. LAWRENCE F. STENGEL

BETTY BARNES,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-07255
HON. LAWRENCE F. STENGEL

BARNEY, ESTATE OF JUSTIN,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-07253
HON. LAWRENCE F. STENGEL

KAITLYN GUADAGNO,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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**CASE NO: 2:12-CV-07261
HON. LAWRENCE F. STENGEL**

**RANA TERRY, THE ESTATE OF DENICE
HAYES,**

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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**CASE NO: 2:12-CV-07263
HON. LAWRENCE F. STENGEL**

ALSEISHA OSBORNE,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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**CASE NO: 2:12-CV-07254
HON. LAWRENCE F. STENGEL**

ESTATE OF JORDAN RUTKOWSKI,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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**CASE NO: 2:12-CV-07262
HON. LAWRENCE F. STENGEL**

ESTATE OF KARISSA SNYDER,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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**CASE NO: 2:12-CV-07257
HON. LAWRENCE F. STENGEL**

ESTATE OF ANNE WHY,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:12-CV-07260

HON. LAWRENCE F. STENGEL

TONJA RASH, DECEASED,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:13-CV-00757

HON. LAWRENCE F. STENGEL

DOUGLAS ISRAEL, DECEASED,

Plaintiffs,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:13-CV-00756

HON. LAWRENCE F. STENGEL

RENEE COHEN,

Plaintiff,

v.

McNEIL-PPC, INC. et al.

Defendants.

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CASE NO: 2:13-CV-00755

HON. LAWRENCE F. STENGEL

SHERI BURTON,

Plaintiff,

v.

McNEIL-PPC, INC. et al.

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CASE NO: 2:13-CV-00985

HON. LAWRENCE F. STENGEL

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Defendants.

**CASE MANAGEMENT ORDER NO. 1
(PROTECTIVE ORDER)**

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, protect material entitled to be kept confidential, and ensure that protection is afforded only to material entitled to such treatment, pursuant to Federal Rule of Civil Procedure 26(c)(7), and with consent of the parties:

IT IS, ON this _____ day of _____, 2013, **ORDERED:**

I. SCOPE OF ORDER

1. This Order applies to all documents, the information contained therein, and all other information produced or disclosed during the above-captioned proceedings and any other related actions assigned to this Court (the “Action(s)”), whether revealed in a document, a medical or other healthcare provider record, deposition, other testimony, discovery response or otherwise, by any Party in this Action (the “Producing Party”) to any other Party or parties (the “Receiving Party”).

2. Third-parties who so elect may, by written notice to the parties in this Action, avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order, and thereby become a Producing Party for purposes of this Protective Order. A copy of the Protective Order shall be served along with any subpoena served in connection with this Action. All documents produced by such third parties shall be treated as “Confidential” for a period of 14 days from the date of their production, and during that period any Party may designate such documents as “Confidential” pursuant to the terms of the Protective Order.

3. The entry of this Protective Order does not prevent any Party from seeking a further order of this Court.

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

5. This Order covers information that the Producing Party designates as “Confidential.” Something may be designated as Confidential (hereafter referred to as “Confidential Material”) only when the Producing Party reasonably believes the information disclosed constitutes, reflects, discloses, or contains information subject to protection under Federal Rule of Civil Procedure 26(c)(7) or other applicable law. No such designation shall be made unless the Producing Party believes in good faith that the designated material is entitled to protection. Nothing in this Protective Order requires a Party to produce any patient or physician identifying information that any law or regulation requires be kept confidential. To the extent such identifying information is inadvertently disclosed, the Receiving Party agrees not to record or disclose such information and will take reasonable steps to maintain confidentiality.

II. USE OF CONFIDENTIAL MATERIAL

6. *Designation.* To designate Confidential Material, a source must mark it or identify it on the record. Either designation may be withdrawn. The source must mark each page of the documents or each significant component of other objects. The deponent will mark deposition transcripts and the claimant will mark hearing transcripts. A mark similar to this will be used:

“CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER”

Material, other than TIFF images, produced in electronic form (including but not limited to electronic files, databases, programs, tapes, discs or other electronic information - “Electronic

Material”) not physically marked as otherwise required under this provision, may be designated as Confidential Material by marking the outside of the storage medium on which the material is produced or by making the designation in writing. The Receiving Party shall mark any hard copy print-outs and the storage medium of any permissible copies of Electronic Material designated as Confidential Material with the appropriate “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” legend.

7. Documents and other material must be designated before disclosure. Transcripts must be designated within 30 days of receipt, and all transcripts are treated as Confidential Material for 30 days after receipt. If the Producing Party does not serve a designation letter within the 30-day period, then the entire transcript will be deemed not to contain Confidential Material. The parties may agree to a reasonable extension of the 30-day period for serving the designation letter.

8. Any Party may object to the propriety of the designation (or re-designation) of specific Confidential Material by serving a written objection upon the Producing Party’s counsel detailing the reasons for such objection. The Producing Party or its counsel shall thereafter, within ten (10) calendar days, respond to such objection in writing by either: (i) agreeing to remove the designation, or (ii) stating the reasons for such designation. If the Objecting Party and the Producing Party are subsequently unable to agree upon the terms and conditions of disclosure for the material(s) in issue, the document will have its designation removed unless within ten (10) days after written notice that the parties’ negotiations are ended, the Producing Party moves the Court for an Order upholding the designation. Counsel may agree to reasonable extensions of the ten (10) day period if necessary. On such a motion, the Producing Party shall have the burden of proving that “good-cause” exists for the designation at issue and that the

material is entitled to protection as Confidential Material under applicable law. The material(s) in issue shall continue to be treated in the manner as designated by the Producing Party until the Court orders otherwise.

9. A Receiving Party shall maintain Confidential Material in confidence, and Confidential Material disclosed pursuant to this Protective Order shall not be used or disclosed except as specified in this Protective Order.

10. The Receiving Party may disclose Confidential Material to the following:

- A. Parties;
- B. The Court;
- C. Court Reporters (including audio and video);
- D. Special Masters;
- E. Mediators;
- F. Counsel for the Parties;
- G. Direct staff of these people;
- H. Counsel on behalf of identified, allegedly injured claimants in other filed actions against Defendant alleging personal injury arising from their use of Tylenol containing products manufactured by Defendant, provided that such counsel: (i) is already operating under a stipulated protective order governing the use of confidential information, or (ii) agrees to be bound by this Order and signs the certification described in Paragraph 13 and attached as Exhibit A. Notice shall be provided to Defendants when documents are provided to other counsel under this section by providing Defendants with the name of the action for which documents are provided.
- I. Witnesses and prospective witnesses, including but not limited to treating physicians, after they have signed the Non-Disclosure Agreement; and,
- J. Experts or independent consultants retained or engaged in connection with the Action, after they have signed the certification annexed hereto as Exhibit A.

11. No Confidential Material shall be filed or disclosed in the public record of this action before trial. If it becomes necessary for a Party to file the Confidential Material with the Court, the Party shall request that the Confidential Material be filed under seal.

12. Any Party who inadvertently fails to identify documents as Confidential Material shall, promptly upon discovery of its oversight, provide written notice of the error and substitute appropriately designated documents. Any Party receiving such improperly designated documents shall retrieve such documents from persons not entitled to receive those documents and, upon receipt of the substitute documents, shall return or destroy the improperly designated documents.

13. The inadvertent production by any Party of a document subject to a claim of privilege, work product, or other statutory or court-ordered confidentiality, irrespective of the care taken by that Party, shall not result in a waiver of any of the foregoing protections in this Action for the produced document or for any other privileged or immune documents containing the same or similar subject matter. Furthermore, irrespective of what may have already occurred or what may occur in the future in productions made during other proceedings, the fact of an inadvertent production by a Party in this Action shall not be used as a basis for arguing that a claim of privilege, work product, or other statutory or court-ordered confidentiality has been waived in such other proceedings. If any Party should inadvertently produce a document, upon notice of such disclosure, all originals and copies thereof, as well as all notes or other work product reflecting the contents of such materials, shall be immediately returned to the Producing Party or destroyed, and such returned material shall be deleted from any litigation support or other database. If the Receiving Party wants to challenge the claim of privilege, work product, or other statutory or court-ordered confidentiality, it must also promptly present the information

in dispute to the Court under seal for a determination of the claim. Until the claim is resolved, the Producing Party must preserve the information and the Receiving Party may not otherwise use or disclose the information.

14. Pursuant to Fed. R. Evid. 502(d), where the Parties agree in writing with regard to particular requested materials, a Producing Party may provide those requested materials for initial examination by the Receiving Party in connection with this action without waiving any privilege or protection in this action or any other federal or state proceeding. The clawback procedures and obligations in the preceding paragraph fully apply to a claim that documents or information then in the custody of another Party for purposes of initial examination are privileged or protected.

15. The Receiving Party's Counsel shall retain the signed originals of any certification(s) (Exhibit A) and such certification(s) shall only be disclosed as described therein. The Producing Party may request production of any signed certifications of any person expected to testify at trial at the time of identification of said person, or upon a showing of good cause, and the receiving Party shall produce same within twenty (20) days of said request.

16. Notwithstanding any other provisions of this Order, no documents, materials, or other things, or portions thereof (including the information contained therein) produced pursuant to this Order shall be disclosed to any employee or consultant of any other business entity that is engaged in the research, development, manufacturing, or distribution of any pharmaceutical, biologic, medical device, or other FDA-regulated product, unless ordered by the Court.

17. To the extent that documents which have already been produced in the New Jersey consolidated litigation are to be used in this case, the confidentiality designation on those documents shall apply, provided however, that neither party waives any right in this action or in

any other federal or state court action to challenge the confidentiality designation on those documents.

18. This order survives the termination of this case. Within ninety (90) days of the termination of this Action, or any pending action brought by Counsel in this Action, the Receiving Party (and non-parties to whom the Receiving Party has shared Confidential Material in accordance with this Order) must (a) return all documents that are Confidential Material to the Producing Party, and (b) certify in writing that copies of said documents have been destroyed. The Producing Party may agree to waive this requirement, but any such waiver must be in writing. The destruction shall be completed in a manner calculated to preserve the confidentiality of the Confidential Material both during and after destruction.

19. For good cause shown, any party may request from any other party that the times and deadlines set forth herein may be shortened or lengthened for the sake of judicial economy.

SO ORDERED this 28th day of February, 2013



LAWRENCE F. STENGEL, J.

EXHIBIT A

[Insert case caption]

CERTIFICATION

I hereby certify that I have read the Protective Order entered in the above captioned Action and that I understand the terms thereof.

I agree to be bound by the Protective Order.

I further agree to submit to the jurisdiction of this Court for purposes of enforcing the Protective Order, and I understand that the Court may impose sanctions on me for any violation of the Protective Order.

I understand that these certifications are strictly confidential, that Counsel for each Party are maintaining the certifications without giving copies to the other side, and that the Parties expressly agreed and the Court ordered that except in the event of a violation of this Order, the Parties will make no attempt to seek copies of the certification or to determine the identities of the persons signing them. I further understand that if the Court finds that any disclosure is necessary to investigate a violation of this Order, the disclosure will be limited to outside counsel only and outside counsel shall not disclose any information to their clients that could tend to identify any certification signatory unless and until there is specific evidence that a particular signatory may have violated the Order, in which case limited disclosure may be made with respect to that signatory.

Date: _____

(Signature)

Name: _____
(Typed or Printed)