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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON *ex rel.* ELLEN F.
ROSENBLUM, Attorney General for the State
of Oregon,

Plaintiff,

v.

JOHNSON & JOHNSON, a New Jersey
corporation; and ETHICON, INC., a
subsidiary of Johnson & Johnson, and
ETHICON US, LLC, a subsidiary of Johnson
& Johnson,

Defendants.

CASE NO. 19CV51891

**STIPULATED GENERAL JUDGMENT
(The Honorable David F. Rees)**

ORS 20.140 - State fees deferred at filing

Plaintiff, the State of Oregon *ex rel.* Ellen Rosenblum, Attorney General for the State of Oregon, has filed a Complaint for an injunction and other relief in this matter pursuant to the Oregon Unlawful Trade Practices Act, ORS 646.605 et seq., alleging that defendants Johnson & Johnson, Ethicon, Inc., and Ethicon US, LLC (collectively, “Defendants”) committed violations of the Oregon Unlawful Trade Practices Act. Defendants expressly deny committing any such violations. Plaintiff, by its counsel, and Defendants, by their counsel, have agreed to the entry of this Stipulated General Judgment by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

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//

1 AS STIPULATED BY THE PARTIES, IT IS HEREBY ORDERED, ADJUDGED,
2 AND DECREED AS FOLLOWS:

3 FINDINGS

4 1.

5 This Court has jurisdiction over the subject matter of this lawsuit and over all Parties.

6 2.

7 The terms of this Stipulated General Judgment shall be governed by the laws of the State
8 of Oregon.

9 3.

10 Entry of this Stipulated General Judgment is in the public interest and reflects a negotiated
11 agreement among the Parties.

12 4.

13 The Parties have agreed to resolve the issues resulting from the Covered Conduct (as
14 defined below) by entering into this Stipulated General Judgment.

15 5.

16 Defendants are willing to enter into this Stipulated General Judgment regarding the
17 Covered Conduct (as defined below) in order to resolve the Attorney General’s concerns under
18 the Oregon Unlawful Trade Practices Act as to the matters addressed in the Complaint and in this
19 Stipulated General Judgment and thereby avoid expense, inconvenience, and uncertainty.

20 6.

21 Defendants are entering into this Stipulated General Judgment solely for the purpose of
22 settlement, and nothing contained herein may be taken as or construed to be an admission or
23 concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of
24 any liability or wrongdoing, all of which Defendants expressly deny. Defendants do not admit
25 any violation of the Oregon Unlawful Trade Practices Act, and do not admit any wrongdoing that
26 was or could have been alleged by Plaintiff before the date of the Stipulated General Judgment

1 under those laws. No part of this Stipulated General Judgment, including its statements and
2 commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. This
3 Stipulated General Judgment is not intended for use by any third party for any purpose, including
4 submission to any court for any purpose.

5 7.

6 This Stipulated General Judgment shall not be construed or used as a waiver or limitation
7 of any defense otherwise available to Defendants in any action, or of Defendants' right to defend
8 themselves from, or make any arguments in, any private individual, regulatory, or governmental
9 action or investigation, or class claims or suits relating to the subject matter or terms of this
10 Stipulated General Judgment. This Stipulated General Judgment is made without trial or
11 adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the
12 foregoing, Plaintiff may file an action to enforce the terms of this Stipulated General Judgment.

13 8.

14 It is the intent of the Parties that this Stipulated General Judgment not be admissible in
15 other cases or binding on Defendants in any respect other than in connection with the
16 enforcement of this Stipulated General Judgment.

17 9.

18 No part of this Stipulated General Judgment shall create a private cause of action or
19 confer any right to any third party, including, without limitation, for violation of any federal or
20 state statute.

21 10.

22 This Stipulated General Judgment (or any portion thereof) shall in no way be construed to
23 prohibit Defendants from making representations with respect to any Ethicon products that are
24 required under Federal law or regulations or in Food and Drug Administration ("FDA")
25 approved or cleared labeling.

26

1 11.

2 Nothing in this Stipulated General Judgment shall require Defendants to:

- 3 (a) take any action that is prohibited by the Food, Drug, and Cosmetic Act, 21
4 U.S.C. § 301 et seq. (“FDCA”) or any regulation promulgated thereunder,
5 or by the FDA; or
6 (b) fail to take any action that is required by the FDCA or any regulation
7 promulgated thereunder, or by the FDA.

8 **DEFINITIONS**

9 12.

10 The following definitions shall be used in construing the Stipulated General Judgment:

11 12.1 “Covered Conduct” shall mean Defendants’ marketing and promotional practices,
12 and dissemination of information to Health Care Providers and consumers, regarding Surgical
13 Mesh products through the Effective Date of the Stipulated General Judgment.

14 12.2 “Effective Date” shall mean the date on which a copy of the Stipulated General
15 Judgment, duly executed by Defendants and by Plaintiff, is entered by the Court.

16 12.3 “Health Care Provider” shall mean any physician or other health care practitioner,
17 who is licensed to provide health care services or to prescribe pharmaceutical products and/or
18 medical devices.

19 12.4 “Ethicon, Inc.” shall mean Ethicon, Inc., and all of its predecessors,
20 subsidiaries, successors, and assigns, and each and all of its current and former officers,
21 directors, shareholders, employees, agents, and representatives.

22 12.5 “Ethicon US, LLC” shall mean Ethicon US, LLC, and all of its predecessors,
23 subsidiaries, successors, and assigns, and each and all of its current and former officers,
24 directors, shareholders, employees, agents, and representatives.

25 12.6 “Fair Balance” in the Promotion of Defendants’ Surgical Mesh devices shall
26 mean truthful, accurate, and presented in a balanced way, including an unbiased presentation of

1 scientific facts and data to achieve a balanced communication, and shall require that should any
2 Promotional communication cite to a study or research Sponsored by Defendants that does not
3 disclose Defendants' Sponsorship, Defendants will make such disclosure in the Promotional
4 communication.

5 12.7 "Johnson & Johnson" shall mean Johnson & Johnson and all of its predecessors,
6 subsidiaries, successors, and assigns, and each and all of its current and former officers,
7 directors, shareholders, employees, agents, and representatives.

8 12.8 "Party" or "Parties" shall mean Ethicon, Inc., Ethicon US, LLC, Johnson &
9 Johnson, and Plaintiff, the State of Oregon *ex rel.* Ellen Rosenblum, Attorney General for the
10 State of Oregon.

11 12.9 "Promotional," "Promotion," "Promoting," "Promote," or "Promoted" shall refer
12 to any representation about Defendants' Surgical Mesh devices intended to influence sales of
13 that product, including attempts to influence Health Care Provider practices for recommending
14 and/or patient consumers for utilizing that product, which would be deemed promotional labeling
15 or advertising under the FDCA or any regulation promulgated thereunder, or by the FDA, under
16 the most current draft or final standard promulgated by the FDA or the most current draft or final
17 FDA Guidance for Industry.

18 12.10 "Sponsored" and "Sponsorship" shall mean to pay or have paid for in whole or in
19 part, to provide or have provided financial support or subsidization, or to provide or have
20 provided goods or materials of more than *de minimis* value.

21 12.11 "Surgical Mesh" shall mean any medical device (as the term "device" is defined
22 in 21 U.S.C. § 321(h)) that contains synthetic knitted mesh and that is intended to be
23 transvaginally-implanted in the pelvic floor to treat stress urinary incontinence ("SUI") and/or
24 pelvic organ prolapse ("POP").

25 12.12 Any reference to a written document shall mean a paper copy of the document,
26 electronic version of the document, or electronic access to such document.

1 **COMPLIANCE PROVISION**

2 13.

3 Defendants shall not make, or cause to be made, in Promotional communications or in
4 material accompanying one of their Surgical Mesh devices, any written or oral claim regarding
5 Surgical Mesh that is deceptive or unfair, including any deceptive or unfair communication of
6 risk information, in violation of the Oregon Unlawful Trade Practices Act, and all such
7 Promotional materials for Defendants’ Surgical Mesh devices shall present a Fair Balance of
8 available information with respect to safety, efficacy, risks, and complications of Defendants’
9 Surgical Mesh devices. To the extent Defendants learn of any new, clinically significant risks
10 associated with their Surgical Mesh devices that are not already disclosed in the current versions
11 of the devices’ Instructions for Use, Defendants will update the risk information in Promotional
12 communications and in material accompanying their Surgical Mesh devices.

13 14.

14 Defendants shall be responsible for ensuring monitoring and compliance with the
15 provisions of this Stipulated General Judgment.

16 **PAYMENT**

17 15.

18 No later than 30 days after the Effective Date of this Stipulated General Judgment,
19 Defendants shall pay a total amount of \$5,500,000 (“Payment”), by paying \$2,000,000 to
20 Plaintiff, the State of Oregon, and by donating a total of \$3,500,000 to the following five
21 charities that have been identified by the Oregon Department of Justice, divided as follows: (1)
22 Outside In, \$951,086; (2) Virginia Garcia Memorial Health Center, \$608,640; (3) North by
23 Northeast Community Health Center, \$190,274; (4) Planned Parenthood Southwestern Oregon,
24 \$825,000; and (5) Planned Parenthood Columbia Willamette, \$925,000 (together, the “Charitable
25 Recipients”). The payment to the State of Oregon shall be deposited into the Protection and
26 Education Revolving Account established pursuant to ORS 180.095 and shall be used for the

1 purposes described therein. The payments to the Charitable Recipients shall be made as
2 unrestricted charitable donations.

3 16.

4 The Parties acknowledge and agree that the Payment described herein is not a fine,
5 penalty, or payment in lieu thereof.

6 **ENFORCEMENT**

7 17.

8 For the purposes of resolving disputes with respect to compliance with this Stipulated
9 General Judgment, should Plaintiff have a reasonable basis to believe that Defendants have
10 engaged in a practice that violates this Stipulated General Judgment subsequent to the Effective
11 Date, then Plaintiff shall notify Defendants in writing of the specific objection, identify with
12 particularity the provision of this Stipulated General Judgment that the practice appears to
13 violate, and give Defendants thirty (30) days to respond to the notification; provided, however,
14 that Plaintiff may take any action if Plaintiff believes that, because of the specific practice, a
15 threat to the health or safety of the public requires immediate action. Upon receipt of written
16 notice of an alleged violation, Defendants shall provide a good-faith written response to the
17 notification, containing either a statement explaining why Defendants believe they are in
18 compliance with the Stipulated General Judgment, or a detailed explanation of how the alleged
19 violation occurred and a statement explaining how Defendants intend to remedy the alleged
20 breach. Nothing in this section shall be interpreted to limit Plaintiff's Civil Investigative Demand
21 ("CID") or investigative subpoena authority, to the extent such authority exists under applicable
22 law, and Defendants reserve all of their rights in responding to a CID or investigative subpoena
23 issued pursuant to such authority.

24 18.

25 Upon giving Defendants thirty (30) days to respond to the notification described in
26 Paragraph 17, Plaintiff shall also be permitted reasonable access to inspect and copy relevant,

1 non-privileged, non-work product records and documents in the possession, custody, or control
2 of Defendants that relate to Defendants' compliance with each provision of this Stipulated
3 General Judgment pursuant to Plaintiff's CID or investigative subpoena authority. If Plaintiff
4 makes or requests copies of any documents during the course of that inspection, Plaintiff will
5 provide a list of those documents to Defendants.

6 19.

7 Plaintiff may assert any claim that Defendants have violated this Stipulated General
8 Judgment in a separate civil action to enforce compliance with this Stipulated General Judgment,
9 or may seek any other relief afforded by law for violations of the Stipulated General Judgment,
10 but only after providing Defendants an opportunity to respond to the notification described in
11 Paragraph 17; provided, however, that Plaintiff may take any action if Plaintiff believes that,
12 because of the specific practice, a threat to the health or safety of the public requires immediate
13 action.

14 **RELEASE**

15 20.

16 Released Claims: By its execution of this Stipulated General Judgment, Plaintiff, the
17 State of Oregon *ex rel.* Ellen Rosenblum, Attorney General for the State of Oregon, releases and
18 forever discharges Ethicon, Inc., Ethicon US, LLC, Johnson & Johnson, and their past and
19 present officers, directors, shareholders, employees, representatives, agents, affiliates, parents,
20 subsidiaries, predecessors, attorneys, assigns, and successors (collectively, the "Releasees") from
21 the following: all civil causes of action, claims, damages, restitution, disgorgement, fines, costs,
22 attorney's fees, remedies and/or penalties that Plaintiff has asserted or could have asserted
23 against the Releasees under the Oregon Unlawful Trade Practices Act resulting from the Covered
24 Conduct up to and including the Effective Date.

25 21.

26 Plaintiff expressly acknowledges and agrees that the release in Paragraph 20 is a general

1 release of the matters alleged in Plaintiff’s Complaint. Plaintiff expressly waives and assumes the
2 risk of any and all claims for damages that exist as of the Effective Date, but which Plaintiff does
3 not know or suspect to exist, whether through ignorance, oversight, error, negligence, or
4 otherwise and which, if known, would materially affect Plaintiff’s decision to stipulate to this
5 Stipulated General Judgment. Plaintiff further agrees the Payment in Paragraph 15 is a complete
6 compromise of matters involving disputed issues of law and fact, and Plaintiff assumes the risk
7 that the facts or law may be other than Plaintiff believes.

8 22.

9 Claims Not Covered: Notwithstanding any term of this Stipulated General Judgment,
10 specifically reserved and excluded from the release in Paragraph 20 as to any entity or person,
11 including Releasees, are any and all of the following:

- 12 (a) Any criminal liability that any person or entity, including Releasees, has
13 or may have to the State of Oregon;
- 14 (b) Any civil or administrative liability that any person or entity, including
15 Releasees, has or may have to the State of Oregon not expressly covered
16 by the release in Paragraph 20, including, but not limited to:
 - 17 i. State or federal antitrust violations;
 - 18 ii. Claims involving “best price,” “average wholesale price,”
19 “wholesale acquisition cost,” or any reporting practices;
 - 20 iii. Medicaid claims, including but not limited to federal Medicaid
21 rebate statute violations, Medicaid fraud or abuse (whether
22 common law, statutory, or otherwise), and/or kickback violations
23 related to the State of Oregon’s Medicaid program;
 - 24 iv. State false claims violations; and
 - 25 v. Claims to enforce the terms and conditions of this Stipulated
26 General Judgment.

1 (c) Actions by, or on behalf of, state program payors of the State of Oregon
2 arising from the purchase of Surgical Mesh.

3 (d) Any claims that individual consumers have or may have under above-cited
4 Oregon Unlawful Trade Practices Act, and any common law or other
5 statutory claims that individual consumers, including classes of consumers
6 bringing class actions, have or may have concerning unfair, fraudulent, or
7 deceptive trade practices against any person or entity, including the
8 Releasees.

9 23.

10 Nothing contained in this Stipulated General Judgment shall relieve Defendants of the
11 obligations they maintain under any other Judgment, Consent Decree, or agreement relating to
12 any Ethicon product.

13 **ADDITIONAL PROVISIONS**

14 24.

15 Nothing in this Stipulated General Judgment shall be construed to authorize or require
16 any action by any Defendant in violation of applicable federal, state, or other laws. In the event
17 any law or regulation is enacted or adopted by the federal government or by the State of Oregon,
18 and the requirements of such law or regulation create a conflict with any terms of this Stipulated
19 General Judgment, Defendants shall notify the Oregon Department of Justice in writing as to the
20 extent of the conflict. If the Oregon Department of Justice agrees, the Attorney General shall
21 consent to modification of such provision of the Stipulated General Judgment to the extent
22 necessary to eliminate such conflict. If the Oregon Department of Justice disagrees and the
23 Parties are not able to resolve the disagreement, Defendants may seek a modification from this
24 Court of any provision of this Stipulated General Judgment that presents a conflict with any such
25 federal or state law or regulation. Changes in federal or state laws or regulations, with respect to
26 the matters governed by this Stipulated General Judgment, shall not be deemed to create a

1 conflict with a provision of this Stipulated General Judgment unless Defendants cannot
2 reasonably comply with both such law or regulation and the applicable provision of this
3 Stipulated General Judgment.

4 25.

5 Each Party to this Stipulated General Judgment will bear all of that Party's attorneys' fees
6 and costs (excepting Plaintiff's filing fee, as described in the Money Award below) incurred
7 through the Effective Date.

8 26.

9 Modification: The Stipulated General Judgment may be modified by a stipulation of the
10 Parties, once it is approved by, and becomes a judgment of the Court, or by court proceedings
11 resulting in a modified judgment of the Court.

12 27.

13 Defendants shall not cause or encourage third parties, nor knowingly permit third parties
14 acting on their behalf, to engage in practices from which Defendants are prohibited by this
15 Stipulated General Judgment.

16 28.

17 The acceptance of this Stipulated General Judgment by the State of Oregon shall not be
18 deemed approval by the State of Oregon of any Defendant's advertising or business practices.
19 Further, neither Defendants nor anyone acting on their behalf shall state or imply, or cause to be
20 stated or implied, that the State of Oregon or any of its governmental units has approved,
21 sanctioned, or authorized any practice, act, advertisement, or conduct of Defendants.

22 29.

23 Any failure by any Party to this Stipulated General Judgment to insist upon the strict
24 performance by any other Party of any of the provisions of this Stipulated General Judgment
25 shall not be deemed a waiver of any of the provisions of this Stipulated General Judgment, and
26 such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific

1 performance of any and all of the provisions of this Stipulated General Judgment.

2 30.

3 Duration: The term of this Stipulated General Judgment shall be five (5) years from its
4 Effective Date. Nothing in this Stipulated General Judgment shall relieve Defendants of their
5 independent obligation to fully comply with the laws of the State of Oregon after the expiration
6 of the five-year term.

7 31.

8 Entire Agreement: This Stipulated General Judgment represents the full and complete
9 terms of the settlement entered into by the Parties. The Parties acknowledge that no other
10 promises, representations, or agreements of any nature have been made or entered into by the
11 Parties. The Parties further acknowledge that this Stipulated General Judgment constitutes a
12 single and entire agreement and is not severable or divisible, except that if any provision herein
13 is found to be legally insufficient or unenforceable, the remaining provisions shall continue in
14 full force and effect. In any action undertaken by the Parties, no prior versions of this Stipulated
15 General Judgment and no prior versions of any of its terms that were not entered by the Court in
16 this Stipulated General Judgment may be offered or introduced for any purpose whatsoever.

17 32.

18 Jurisdiction: This Court retains jurisdiction of this Stipulated General Judgment and the
19 Parties hereto for the purpose of enforcing and modifying this Stipulated General Judgment and
20 for the purpose of granting such additional relief as may be necessary and appropriate for the
21 Duration of this Stipulated General Judgment. The power to enforce this Stipulated General
22 Judgment specifically includes the power to enforce the obligation that Defendants make the
23 required Payment pursuant to Paragraph 15. This obligation is material to the decision to settle
24 this action and the Plaintiff has standing to seek enforcement of that obligation.

25 33.

26 Counterparts: This Stipulated General Judgment may be executed in counterparts, and a

1 facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an
2 original handwritten signature.

3 34.

4 Notice: All Notices under this Stipulated General Judgment shall be provided to the
5 following via email and Overnight Mail:

6 To Defendants:
7 William Craco (wcraco@its.jnj.com) and
8 Shelly Goldklang (sgoldkla@its.jnj.com)
9 Johnson & Johnson Law Department
One Johnson & Johnson Plaza
New Brunswick, NJ 08933

10 With a copy to Defendants' attorneys at
11 O'Melveny & Myers LLP and Ball Janik LLP, via electronic mail sent to:
12 Stephen Brody, O'Melveny & Myers LLP (sbrody@omm.com)
James McDermott, Ball Janik LLP (jmcdermott@balljanik.com)

13 To Plaintiff:
14 David A. Hart (david.hart@doj.state.or.us)
15 Assistant Attorney General
16 Oregon Department of Justice
100 SW Market Street
Portland, OR 97201

17
18 35.

19 To the extent that any provision of this Stipulated General Judgment obligates
20 Defendants to change any policy or procedure and to the extent not already accomplished,
21 Defendants shall implement the new policy or procedure as soon as reasonably practicable, but
22 no later than 120 days after the Effective Date of this Stipulated General Judgment.

23

24 **MONEY AWARD**

25 1) Judgment Creditor: State of Oregon, *ex rel.* Ellen F. Rosenblum,
26 Attorney General for the State of Oregon

1 Address of Creditor: 1162 Court Street NE
Salem, OR 97301

2 2) Judgment Creditor's Attorney: David A. Hart, OSB #002750
3 Assistant Attorney General
4 Oregon Department of Justice
5 100 SW Market Street
6 Portland, OR 97201
7 (971) 673-1880
8 david.hart@doj.state.or.us

9 John J. Dunbar, OSB #842100
10 Dunbar Law LLC
11 621 SW Morrison St., Ste. 1025
12 Portland, OR 97205
13 (503) 222-9830
14 jdunbar@dunbarlawllc.com

15 Eric D. Barton, *pro hac vice*
16 Wagstaff & Cartmell
17 4740 Grand Ave, Ste. 300
18 Kansas City, MO 64222
19 (816) 701-1167
20 ebarton@wcllp.com

21 3) Judgment Debtors: JOHNSON & JOHNSON, INC.,
22 ETHICON, INC. and ETHICON US, LLC

23 a) Date of Birth: N/A

24 b) Tax Identification Number: N/A

25 c) Driver's License No: N/A State of Issuance: N/A

26 4) Judgment Debtor's Attorneys: Stephen D. Brody, *pro hac vice*
O'Melveny & Myers LLP
1625 Eye Street NW
Washington, DC 20006
(202) 383-5300
sbrody@omm.com
James T. McDermott, OSB #933594
Ball Janik LLP
101 SW Main St., Ste. 1100
Portland, OR 97204
(503) 228-2525

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- 5) Other persons or public body entitled to any portion of payment made on judgment: None
- 6) Principal Amount of Judgment: \$5,500,000, payable pursuant to the terms of Paragraph 15 of this Stipulated General Judgment
- 7) Pre-judgment interest: None
- 8) Post-judgment interest: 9% (nine percent) per annum as per ORS 82.010, commencing immediately after failure to pay timely pursuant to Paragraph 15.
- 9) Costs, disbursements, and attorney fees are awarded as follows:
 - a) Attorney’s Fees: \$0
 - b) Costs and Disbursements: \$281 for filing fees pursuant to ORS 21.135

IT IS SO ORDERED, ADJUDGED AND DECREED.

Submitted by:
s/ David Hart
 David A. Hart, OSB #002750
 Assistant Attorney in Charge
 Financial Fraud/Consumer Protection Section
 Oregon Department of Justice
Attorney for Plaintiff

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- 5) Other persons or public body entitled to any portion of payment made on judgment: None
- 6) Principal Amount of Judgment: \$5,500,000, payable pursuant to the terms of Paragraph 15 of this Stipulated General Judgment
- 7) Pre-judgment interest: None
- 8) Post-judgment interest: 9% (nine percent) per annum as per ORS 82.010, commencing immediately after failure to pay timely pursuant to Paragraph 15.
- 9) Costs, disbursements, and attorney fees are awarded as follows:
 - a) Attorney’s Fees: \$0
 - b) Costs and Disbursements: \$281 for filing fees pursuant to ORS 21.135

IT IS SO ORDERED, ADJUDGED AND DECREED.

Submitted by:
s/ David Hart
 David A. Hart, OSB #002750
 Assistant Attorney in Charge
 Financial Fraud/Consumer Protection Section
 Oregon Department of Justice
Attorney for Plaintiff

1 **SO STIPULATED:**

2 **Defendants Johnson & Johnson, Ethicon, Inc., and Ethicon US, LLC**

3
4 By: _____

Date: October 16, 2020

5 Stephen D. Brody, *pro hac vice*
6 O'Melveny & Myers LLP
7 1625 Eye Street NW
8 Washington, DC 20006
9 sbrody@omm.com
10 Tel. (202) 383-5300
11 Fax (202) 383-5414

12 *Of Attorneys for Defendants*

13 **Plaintiff State of Oregon ex rel. Ellen Rosenblum, Attorney General for the State of Oregon**

14 By: _____

Date: October 16, 2020

15 David Hart, OSB #002750
16 Assistant Attorney in Charge
17 Financial Fraud/Consumer Protection Section
18 Oregon Department of Justice
19 100 SW Market Street
20 Portland, OR 97201
21 Tel. (971) 673-1880
22 Fax (971) 673-1884
23 david.hart@doj.state.or.us

24 *Of Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE AND READINESS**

2 I certify that I caused this proposed *Stipulated General Judgment* to be served on the
3 following attorneys for defendants with consent under ORCP 9 G for such service:

4
5 Stephen D. Brody
sbrody@omm.com
Martha Hutton
6 mhutton@omm.com
Lauren Kaplan
7 lkaplan@omm.com
O'Melveny & Myers
8 1625 Eye Street, NW
Washington DC, 20006
9 Tel: 202.383.5300
10 Fax: 202.383.5414

11 James T. McDermott, OSB 933594
jmcdermott@balljanik.com
12 Dwain M. Clifford, OSB 025074
dclifford@balljanikllp.com
13 Ball Janik LLP
101 SW Main St., Ste. 1100
14 Portland, OR 97204
Tel.: 503.228.2525
15 Fax: 503.295.1058

16 I further certify pursuant to UTCR 5.100 that this proposed *Stipulated General*
17 *Judgment* is ready for judicial signature because:

- 18 1. Each opposing party affected by this order has stipulated to the judgment, as
19 shown by each opposing party's signature on the document being submitted.
- 20 2. Each opposing party affected by this order has approved the order, as shown by
21 signature on the document being submitted or by written confirmation of approval
22 sent to me.
- 23 3. I have served a copy of this order on all parties entitled to service and provided
24 written notice of the objection period, and:
 - 25 a. No objection has been served on me within that time frame.
 - 26

- 1 b. [] I received objections that I could not resolve with the opposing party
2 despite reasonable efforts to do so. I have filed with the court a copy of the
3 objections I received and indicated which objections remain unresolved.
- 4 c. [] After conferring about objections, [*role and name of opposing party*]
5 agreed to file any remaining objection with the court by [*date*], which
6 predated my submission.
- 7 4. [] The relief sought is against an opposing party who has been found in default.
8 5. [] An order of default is being requested with this proposed judgment.
9 6. [] Service is not required by statute, rule, or otherwise.

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 s/ David Hart
David Hart, OSB #002750
Assistant Attorney in Charge
Financial Fraud/Consumer Protection Section
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
Tel. (971) 673-1880
Fax (971) 673-1888
Email: david.hart@doj.state.or.us