

WHEREAS, Amneal Pharmaceuticals LLC, and Amneal Pharmaceuticals of New York, LLC (collectively, “Amneal”) are named Defendants in Civil Action Nos. 15-1000-RGA and 15-1056-RGA.

WHEREAS, Princeton Pharmaceutical Inc. (“Princeton”) is named Defendant in Civil Action Nos. 15-1000-RGA and 15-1057-RGA.

WHEREAS, Apotex Inc. and Apotex Corp. (collectively “Apotex”) are named Defendants in Civil Action Nos. 15-1000-RGA and 15-1058-RGA.

WHEREAS, AstraZeneca LP, AstraZeneca AB, AstraZeneca UK Limited, and AstraZeneca Pharmaceuticals LP (collectively, “AstraZeneca” or Plaintiffs) are named plaintiffs in the actions mentioned above (“the Actions”);

WHEREAS, in the course of this Action, one or more of the AstraZeneca Plaintiffs may seek disclosure of information that Mylan, Sigmapharm, InvaGen, Watson, HEC, Amneal, Princeton, and/or Apotex (collectively “Defendants”) regard as proprietary or confidential trade secret, technical, business, financial, or personnel information;

WHEREAS, in the course of this Action, any of Defendants may seek disclosure of information that one or more of the AstraZeneca Plaintiffs regards as proprietary or confidential trade secret, technical business, financial, or personnel information;

WHEREAS, in the course of this Action, any of Defendants, and/or Plaintiffs may seek disclosure of third-party information to any one of them which the third party regards as proprietary or confidential trade secret, technical, business, financial, or personnel information; and

WHEREAS, the parties to the Actions desire to establish a mechanism to protect and govern the use of any disclosure of such proprietary or confidential trade secret, technical, business, financial, or personnel information;

IT IS HEREBY STIPULATED by and among the parties hereto, by their respective undersigned counsel of record, that this Stipulated Protective Order shall govern the disclosure of

proprietary or confidential trade secret, technical, business, financial, or personnel information in this Action.

DEFINITIONS

1. “Order” and “Protective Order” mean this Stipulated Protective Order.
2. “Party” means any named party to this Action and any entities that have agreed to be bound by discovery; where more than one related entities are a defendant or plaintiff, those related entities shall be considered a singular Party.
3. “Third Party” means a person or entity who is not a party to this Action and who is requested to provide information or testify in connection with this Action or whose information is disclosed in this Action.
4. The “Action” means Civil Actions that have been consolidated for pre-trial and validity purposes into Civil Action No. 15-1000-RGA. “Related infringement actions” include Civil Action No. 15-0999-RGA; Civil Action No. 15-1000-RGA; Civil Action No. 15-1001-RGA; Civil Action No. 15-1002-RGA; Civil Action No. 15-1041-RGA; Civil Action No. 15-1056-RGA; Civil Action No. 15-1057-RGA; and Civil Action No. 15-1058-RGA.
5. “CONFIDENTIAL INFORMATION” means any information, document, or thing, or portion of any document or thing: (a) that contains private or confidential personal information, (b) that contains information received in confidence from third parties, or (c) which the producing party otherwise believes in good faith to be entitled to protection under Rule

26(c)(1)(G) of the Federal Rules of Civil Procedure. Any Party to this litigation or any Third Party covered by this Order who produces or discloses any CONFIDENTIAL INFORMATION, including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony, shall mark the same with the foregoing or similar legend:

“CONFIDENTIAL”.

6. “HIGHLY CONFIDENTIAL INFORMATION” means any information, document, or thing, or portion of any document or thing that contains highly sensitive business or personal information, the disclosure of which is highly likely to cause significant harm to an individual or to the business or competitive position of the designating party, and shall include, without limitation, highly sensitive or highly proprietary technical or business information including information concerning (a) research and development, formulation, patent applications, strategic plans, financial, manufacturing, and marketing plans; (b) a party’s or third-party’s ownership, organization, management, financial planning and financial performance; (c) a Party’s or Third Party’s current products, processes, business plans, competitive strategies, or business relationships (including past information indicative of current practices); (d) a Party’s or Third Party’s potential future products, processes, business plans, competitive strategies, or business relationships; (e) new drug applications or abbreviated new drug applications; (f) personal information, patient information or personal health information including information protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (g) physical samples provided through discovery; (h) data, reports, notes, or other documentation generated in the testing or analysis of the physical samples provided through discovery (“Derivative Testing Information”); (i) any part of a Drug Master File, Chemistry

Manufacturing and Controls, and any formulation descriptions (e.g., the identity and proportions of inactive ingredients) in an Abbreviated New Drug Application (“ANDA”), an Investigational New Drug, and/or a New Drug Application of a party; and (j) parties’ launch plans. Other confidential trade secrets or business information not falling into one of these enumerated categories may be designated as “Confidential Information” or “Highly Confidential Information” as appropriate. Any party to this litigation or any third party who is covered by this Order, who produces or discloses any Highly Confidential material, including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony, shall mark the same with the foregoing or similar legend: “HIGHLY CONFIDENTIAL”.

7. CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION shall not include:

- a. information that is in the public domain at the time of disclosure;
- b. information that after disclosure is published or becomes part of the public domain through no fault of a person receiving information under this Order, but only after it is published or comes into the public domain;
- c. information that is already in the possession of a Party receiving such information without any confidentiality obligations at the time of disclosure;
- d. information disclosed by a Third Party that is not subject to any confidentiality obligations at the time of the disclosure; or
- e. information that was, is, or becomes expressly released from being designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, by the Producing Party or by order of the Court.

8. "PROTECTED INFORMATION" means "CONFIDENTIAL INFORMATION" and/or "HIGHLY CONFIDENTIAL INFORMATION."

9. "Outside Counsel" means outside attorneys of record and attorneys serving under their direct supervision, including but not limited to outside attorneys admitted *pro hac vice* in this Action and their respective stenographic, clerical, and legal assistant employees.

10.

~~[Plaintiffs' proposal: "Designated In-House Representative" means an attorney in the legal or patent department of a Party with litigation oversight responsibilities. The number of individuals specified as "Designated In-House Representative" shall be limited to a maximum of two in-house attorneys for each Party. Any such in-house representatives will execute an undertaking as set forth in Exhibit A acknowledging the terms of this Order and agreeing to be bound by it.]~~

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~~[Defendants' proposal: "Designated In-House Representative" means an attorney in the legal or patent department of a Party with litigation oversight responsibilities or, in the case of a Defendant that lacks in-house attorneys in its legal or patent department, a non-attorney employed by that Defendant with litigation oversight responsibilities. The number of individuals specified as "Designated In-House Representative" shall be limited to a maximum of two in-house attorneys/non-attorneys for each Party. Any such in-house representatives will execute an undertaking as set forth in Exhibit A acknowledging the terms of this Order and agreeing to be bound by it.]~~

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TERMS OF THE ORDER

11. *Use of PROTECTED INFORMATION*

Except by consent of the producing Party or order of this Court and subject to the provisions of Paragraphs 16 and 26 hereof, a Party or person bound by this Order shall not (1) use any PROTECTED INFORMATION received pursuant to this Order for any purpose other than this Action, including without limitation any other litigation, research, development, manufacture, submissions to the U.S., European or any other Pharmacopoeia, marketing purpose, regulatory purpose, patent prosecution or acquisition, communication with any regulatory agency including, but not limited to, the FDA, or any business or competitive purpose or function, or (2) disclose or release to any person not authorized under this Order any PROTECTED INFORMATION received pursuant to this Order.

The recipient of any PROTECTED INFORMATION that is provided under this Order shall maintain such information in a secure and safe place and shall exercise reasonable care regarding the maintenance, storage, custody, and use of such information.

Nothing in this Order shall bar or otherwise restrict any Outside Counsel or Designated In-House Representative from rendering advice to his or her Party-client in this Action. Nothing in this Order shall bar or otherwise restrict such Party-client from relying upon such Outside Counsel's or Designated In-House Representative's examination and/or analysis of PROTECTED INFORMATION, provided, however, that in rendering such advice and in otherwise communicating with such client, such person shall not disclose any PROTECTED INFORMATION to unauthorized persons.

12. Patent Office, Business, and Regulatory Activities

Anyone having access to HIGHLY CONFIDENTIAL INFORMATION shall not engage except by leave of court, directly or indirectly, in

(i) any patent prosecution ~~Defendants' Proposed Addition:~~ on behalf of a party with the ability to propose new claims or claim amendments^{pl} related to the subject matter of U.S. Patent Nos. 6,251,910; 6,525,060; 7,250,419; 7,265,124; 8,425,934; and any other patents or patent applications directed to ticagrelor or formulations containing ticagrelor, other than (a) to submit materials pursuant to 37 CFR 1.56 and (b) as required to provide notices related to litigation, *e.g.* under 21 C.F.R. § 314.107(f)(2),

~~Plaintiffs' Proposal~~ for the duration of these Actions (including any appeals) and for one year after final termination of these Actions (including any appeals); or^e

~~Defendants' Proposal:~~ for the longer of: (a) duration of these Actions (including any appeals) and for one year after final termination of these Actions (including any appeals) or (b) the final abandonment or issuance of all divisionals, continuations, continuations-in-part, reissues or reexaminations from the Patents-in-Suit; or^{REA}

(ii) any counseling, litigation or other work before or involving the U.S. Food & Drug Administration ("FDA") or similar agency in a foreign country, including but not limited to the preparation and filing of ~~Plaintiff's Proposed Addition:~~ or responding to^{pl} citizen petitions, that relates to the subject matter of U.S. Patent Nos. 6,251,910; 6,525,060; 7,250,419; 7,265,124; and 8,425,934, and any other patents or patent applications directed to ticagrelor or formulations containing ticagrelor, including regarding any New Drug Application or Abbreviated New Drug Application concerning ticagrelor, ^{REA}

but excluding such work concerning updating the FDA on the status of this Action or responding to the FDA regarding the receiving party's own NDA or ANDA or is directed toward obtaining or maintaining approval under such NDA or ANDA ~~{Defendants' Proposed Addition}~~, including advising the client or responding to inquiries concerning carve-outs, exclusivities or responding to citizen petitions^u}; or

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(iii) making competitive business decisions concerning products containing ticagrelor.

~~{Plaintiffs' Proposal: For avoidance of doubt, prohibited "patent prosecution" does not include participation in reissue proceedings, reexamination proceedings, inter partes reviews, post grant reviews, or any other post-grant contested proceedings in the U.S. Patent & Trademark Office or any foreign patent office provided, however, that the person having access to HIGHLY CONFIDENTIAL INFORMATION may not amend, draft, or consult with counsel regarding the amendment of patent claims in such proceedings.}~~


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~~{Defendants' Proposal: For avoidance of doubt, prohibited "patent prosecution" as used herein includes representing the patentee in any proceedings in which new claims or claim amendments can be proposed during the proceeding, which may include reissue proceedings, reexamination proceedings, inter partes reviews, post grant reviews, or other contested proceedings in which the scope of existing claims is changed or new claims can be pursued in the U.S. Patent & Trademark Office or any foreign patent office.}~~

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~~{Plaintiffs' Proposal: For avoidance of doubt, negotiating or executing an agreement settling litigation, including responsibilities related to any financial terms of such an agreement shall not be deemed to be related to any "competitive business decisions."}~~

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~~[Defendants' Proposal:~~ For avoidance of doubt, purely legal decision-making responsibilities relating to ticagrelor, including without limitation, for example, having responsibilities for negotiating or executing an agreement settling litigation, responsibilities related to any financial terms of such an agreement and responsibilities relating to advising about launch dates shall not be deemed to be related to any "competitive business decisions." An individual who merely provides legal advice regarding the development of ticagrelor products shall not be disqualified under this provision. 

13. Manner of Identifying Produced Document

Documents produced pursuant to discovery in this Action shall, where possible, bear a unique, per-page, identifying number, except unique identifying numbers are not required when documents are produced only for inspection.

14. Manner of Designating PROTECTED INFORMATION

a. Physical objects or documents containing CONFIDENTIAL INFORMATION shall be designated by stamping, marking, or affixing on each page or onto the physical object or its container thereto an identifying legend in the general form:

[party name] CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER

All correspondence, legal memoranda, motion papers, pleadings, and other written materials that quote or refer to the substance of any PROTECTED INFORMATION shall also be treated as PROTECTED INFORMATION in accordance with the provisions of this Order, and at least the cover or first page of such documents shall be marked according to this paragraph.

Physical objects or documents containing HIGHLY CONFIDENTIAL INFORMATION shall be designated by stamping, marking, or affixing on each page or onto the physical object or its container thereto an identifying legend in the general form:

[party name] HIGHLY CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER

In the event a receiving Party generates any paper printout, copy, image, or transcription from any designated physical object, such Party must stamp each page with the appropriate legend, and the paper printout or transcription shall be treated as PROTECTED INFORMATION.

b. PROTECTED INFORMATION revealed by inspection of things or premises shall be designated as “CONFIDENTIAL INFORMATION” or “HIGHLY CONFIDENTIAL INFORMATION” before the inspection by the Party or Third Party permitting inspection by specifying in writing the locations of and things which contain PROTECTED INFORMATION.

c. If documents are produced for inspection only, then all such documents will be treated as PROTECTED INFORMATION unless and until the producing party subsequently produces any such documents without a “CONFIDENTIAL INFORMATION” or “HIGHLY CONFIDENTIAL INFORMATION” designation. Such inspection, however, shall be conducted only by persons authorized under this Order to have access to HIGHLY CONFIDENTIAL INFORMATION.

d. Any party may designate any or all portions of depositions taken pursuant to this action as “CONFIDENTIAL INFORMATION” or “HIGHLY CONFIDENTIAL INFORMATION” either (1) by making a statement on the record at the deposition, or (2) by

serving notice in writing to counsel of record within thirty (30) days of receiving the transcript of the deposition. All deposition transcripts not previously designated shall be deemed to be and shall be treated as if designated “HIGHLY CONFIDENTIAL INFORMATION” for a period of up to thirty (30) days from receipt of the official transcript of the deposition by all parties to the deposition. A deponent may review the transcript of his or her deposition at any time.

e. A Party or Third Party that inadvertently fails to designate PROTECTED INFORMATION pursuant to this Order at the time of production shall be entitled to make a correction at any time. No showing of error, inadvertence, or excusable neglect shall be required for such correction. Such correction and notice thereof shall be made in writing, accompanied by substitute copies of each item, appropriately designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION. The Party receiving the PROTECTED INFORMATION before the notice and correction by the producing Party or Third Party shall return to Outside Counsel for the producing Party or Third Party all such previously undesignated PROTECTED INFORMATION with all copies, or certify destruction thereof, within five (5) business days after receiving the substitute copies. Upon receipt of correction and notice, the receiving Party shall honor the provisions of this Order and shall consider and treat as properly designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION the previously undesignated or improperly designated information. Under such circumstances, no receiving Party shall have any obligation or liability due to any disclosure of the PROTECTED INFORMATION that occurred before the receipt of correction and notice; provided, however, that any subsequent disclosure shall be in accordance with such corrected designation.

15. *No Admission or Waiver*

Confidentiality designations are intended solely to facilitate compliance with discovery in this Action. Neither such designation nor treatment in conformity with such designation shall be construed as an admission or agreement by any Party or Third Party that the designated information constitutes or contains any trade secret or PROTECTED INFORMATION. Failure to so designate information shall not constitute a waiver of any claim by a Party or Third Party that information contains PROTECTED INFORMATION.

Nothing in this Order is intended as any representation that any (i) information, (ii) type or category of information, or (iii) type or category of documents is necessarily relevant to any issue in this litigation, or constitutes discoverable information. The parties reserve their rights to the production of documents that may fall within the scope of the definition of PROTECTED INFORMATION.

16. *Treatment of PROTECTED INFORMATION*

Absent the consent of the producing Party, documents or information designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be retained by the receiving or other counsel of any non-designating party and may be disclosed by any non-designating party only to:

(i) Outside Counsel of record for any Party to the Action, their staff, and any litigation service contractors whose function in connection with this Action requires access to such information including, for example, trial graphics personnel, contract attorneys, e-discovery vendors and consultants, translators, and photocopy services;

(ii) Designated In-House Representatives for the receiving Party who have signed the a Declaration of Acknowledgment and Agreement to be Bound by Protective Order (“Exhibit A”), consistent with the prohibition on HIGHLY CONFIDENTIAL INFORMATION of Paragraph 20 below, and their immediate staff, but only to the extent necessary to carry out duties related to this litigation;

(iii) any person agreed to in writing by the producing Party;

(iv) outside experts and consultants for any Party to the Action who meet the requirements of Paragraph 19 below and who have executed the Confidentiality Undertaking (Exhibit A), but only to the extent necessary to carry out duties related to this litigation;

(v) stenographers, court reporters, videographers or other individuals solely involved for the recordation and transcription of deposition or court proceedings or for like purposes at the request and consent of the parties; and

(vi) the Court, its staff, and designees.

~~**{Plaintiffs’ Proposal:** Nothing herein shall prevent one Party from using another Party’s PROTECTED INFORMATION on issues common to the consolidated Action in order to avoid burdening the Court with unnecessary subpoenas on a Party already of record in the litigation.}~~

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~~**{Defendants’ Proposal:**~~ For avoidance of doubt, absent written consent from the producing party, Plaintiffs may not produce or otherwise make available one Defendant’s PROTECTED INFORMATION to any other Defendant. Furthermore, Plaintiffs may not use PROTECTED INFORMATION produced by one Defendant to support Plaintiffs’ claims or defenses against any other Defendant. Plaintiffs also may not use PROTECTED INFORMATION produced by one Defendant during fact deposition or cross-examination of another Defendant. To the extent a party contends that certain documents should be made

available to another party in the case, the parties agree to make good-faith efforts to address such situations on a case-by-case basis and resolve the issue.

17. *Actions to be taken in the event of unauthorized disclosure of PROTECTED INFORMATION*

If PROTECTED INFORMATION is disclosed to an unauthorized person or in a manner not authorized by this Order, the Party responsible for the unauthorized disclosure shall immediately upon learning of the unauthorized disclosure provide all pertinent facts relating to such disclosure (including the name(s) of the person(s) to whom disclosed) to the attention of the Outside Counsel for the designating Party or Third Party, without prejudice to other rights and remedies of the designating Party or Third Party. The Party responsible for the unauthorized disclosure shall use its best efforts to prevent further unauthorized use or disclosure of PROTECTED INFORMATION, shall use its best efforts to immediately retrieve all copies of the PROTECTED INFORMATION, and otherwise mitigate harm.

18. *Additional Permissible Disclosure of PROTECTED INFORMATION*

Documents designated PROTECTED INFORMATION also may be disclosed and used during a deposition or at trial, subject to appropriate safeguards necessary to protect sensitive information contained in the documents, to: (i) persons listed on the face of the documents; (ii) persons otherwise shown to be the originator, author, or a recipient of such documents; or (iii) persons shown to have knowledge of the PROTECTED INFORMATION contained in the documents; or (iv) present employees, agents, and representatives of the designating Party or Third Party, its subsidiaries, or affiliates. Nothing in this Paragraph shall prevent a Party or a

Third Party from giving its consent to having its PROTECTED INFORMATION disclosed to any witness during a deposition or at trial.

19. Access to PROTECTED INFORMATION by Outside Experts and Consultants

As specified in Paragraph 16 above, outside experts or outside consultants and their staff whose advice and consultation are being or will be used in preparation for and/or at trial of this Action may have access to documents and information designated as PROTECTED INFORMATION pursuant to the following procedure:

- a. Each such outside expert or consultant shall read this Order and execute a Confidentiality Agreement in the form attached hereto as Exhibit A before obtaining access to any PROTECTED INFORMATION.
- b. Each such Confidentiality Agreement executed by a Party's expert(s) or consultant(s), along with a current copy of the expert's or consultant's curriculum vitae, a list of each expert or consultant's publications for the preceding ten (10) years, and a list of each expert or consultant's trial and/or deposition testimony given in the preceding four (4) years shall be transmitted to Outside Counsel for the Party from which the PROTECTED INFORMATION was obtained at least five (5) business days before the disclosure of any PROTECTED INFORMATION.
- c. If a Party believes that disclosure of its PROTECTED INFORMATION to another Party's expert(s) or consultant(s) would injure or prejudice it, the Party may object in writing within five (5) business days of receipt of the materials described in Paragraph 19(b) above. If timely objection is made, the parties shall attempt in good faith to resolve the disclosure

issue. If the parties cannot resolve a dispute regarding disclosure to an outside expert or consultant, the objecting Party may apply to the Court for an order prohibiting disclosure of its PROTECTED INFORMATION to the outside expert or consultant. The objecting Party has ten (10) business days from receipt of the materials described in Paragraph 19(b) above to move the Court to preclude the outside expert or consultant from viewing its PROTECTED INFORMATION. If the objecting Party does not timely object and bring a timely motion, PROTECTED INFORMATION may be disclosed to the outside expert or consultant.

20. *Designated In-House Representatives*

(a) Each Party may designate up to two Designated In-House Representatives, as provided in Paragraphs 10 and 16, above, by providing notice to the other parties along with a signed Declaration of Acknowledgment and Agreement to be Bound by Protective Order annexed as Exhibit A from each such Designee. The notice shall include the employee's name, description of the employee's position(s), title(s), and responsibilities for the past five years. A Designated In-House Representative may be replaced by substitute Designated In-House Representative upon notification regarding the substitution.

(b) Material designated as HIGHLY CONFIDENTIAL INFORMATION shall not be disclosed to any Designated In-House Representative without prior written agreement of the designating Party or Third Party or by Order of the Court. With respect to any expert report served in this action, and any pleading, brief or other paper filed with the Court or served on the Parties in this action that contains or refers to any HIGHLY CONFIDENTIAL INFORMATION of a Party, and upon request, the producing Party whose HIGHLY CONFIDENTIAL INFORMATION is disclosed therein shall provide to the receiving party a redacted version

within three (3) business days of filing or service for disclosure to the Designated In-House Representatives of such receiving party who are qualified recipients of CONFIDENTIAL INFORMATION under the terms of Section 16(ii). This redacted version shall only redact such HIGHLY CONFIDENTIAL INFORMATION as that term is defined in this Order, the disclosure of which is highly likely to cause significant harm to an individual or to the business or competitive position of the producing Party. In the event that the receiving party believes that any information redacted pursuant to this Paragraph can appropriately be disclosed to the Designated In-House Representatives, the Parties shall meet and confer to address such concerns and bring the matter to the Court's attention if required.

(c) If a Party believes that disclosure of its PROTECTED INFORMATION to a Party's Designated In-House Representative would injure or prejudice it, the Party may object in writing within five (5) business days of receiving notice of the designation from the designating Party pursuant to paragraph (a) above. If timely objection is made, the parties shall attempt in good faith to resolve the disclosure issue. If the parties cannot resolve a dispute regarding disclosure to a Designated In-House Representative, the objecting Party may apply to the Court for an order prohibiting disclosure of its PROTECTED INFORMATION to the Designated In-House Representative. The objecting Party has fifteen (15) business days from receipt of the notice of the designation from the designating Party pursuant to paragraph (a) above to move the Court to preclude the Designated In-House Representative from viewing its PROTECTED INFORMATION. If the objecting Party does not timely object or bring a timely motion, PROTECTED INFORMATION may be disclosed to the Designated In-House Representative.

21. *Effect of this Order on Discovery*

This Order shall not preclude or limit the right of any Party or Third Party to oppose discovery on any ground which would otherwise be available.

22. *Inadvertent Production and Non-Waiver of Privileges*

Pursuant to Federal Rule of Evidence 502, inadvertent production in the course of discovery of any information, in any form (whether properly designated as PROTECTED INFORMATION or not) shall not waive any privilege or immunity that would otherwise attach to the information produced, provided that the producing Party or Third Party notifies the Outside Counsel for the receiving Party of the claim of privilege or immunity within seven (7) business days after discovery of the inadvertent production. Upon such notice, the receiving Party and Outside Counsel for the receiving Party shall return to the producing Party or Third Party all documents and things containing information claimed to be subject to any privilege or immunity along with any notes or summaries referring or relating to those documents and things, or certify destruction thereof, within ten (10) business days, except that where the receiving Party submits a motion, or other request, with the Court within ten (10) business days challenging the claim of privilege or immunity, return or destruction may be postponed until the date upon which such motion or request is resolved. The receiving Party, however, shall not use or rely upon any information produced and claimed to be subject to any privilege or immunity during the pendency of any motion or request challenging such claim. Returning or destroying inadvertently produced materials shall not constitute an acknowledgment that the information contained in the materials is privileged or immune from discovery.

Notwithstanding the provisions of the preceding paragraph, if any document or information is:

- a. marked as an exhibit in a deposition at which the producing Party is represented by counsel;
- b. presented as an exhibit to, or specifically identified in, any brief, legal memorandum, affidavit or declaration filed and/or served in this Action;
- c. presented as an exhibit to, or specifically identified in any expert report served in this Action;
- d. specifically identified in an interrogatory answer or other discovery response (or section of the Pretrial Order) served by the Producing Party in this Action; or
- e. specifically identified at any hearing in this Action by any Party;

then the Producing Party will be entitled to relief under this Paragraph only if the Producing Party makes a claim of inadvertent production under this Paragraph within seven (7) business days after such use or identification of the document or information.

Nothing in this Protective Order shall preclude the receiving Party returning or destroying inadvertently produced material from seeking an order compelling the production of information previously produced inadvertently.

23. *Effect of this Order on Depositions*

Consistent with Paragraph 18 above and all other provisions of this Order, when a Party's or Third Party's CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is discussed or disclosed during a deposition, the Party or Third Party may exclude any person not authorized under this Order to have access to the CONFIDENTIAL

INFORMATION or HIGHLY CONFIDENTIAL INFORMATION from the deposition while the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is disclosed or discussed.

24. *Discovery Requests Received from Third Parties*

In the event that a producing Party's PROTECTED INFORMATION is sought from a receiving Party or Third Party, by subpoena, by service with any legal process, by order, or otherwise, prompt written notice shall be given to the party who produced the PROTECTED INFORMATION to allow this Party to object to the production of such PROTECTED INFORMATION. Notice shall include a copy of such subpoena, legal process, or order. If the Party that produced the PROTECTED INFORMATION does not object to the disclosure of PROTECTED INFORMATION within ten (10) business days of receiving notice then the Party to whom the referenced subpoena is directed may produce such documents in response thereto. Any Third Party seeking such PROTECTED INFORMATION who takes action to enforce such subpoena or other legal process shall be apprised of this Order by the Party from whom the PROTECTED INFORMATION is sought. Nothing herein shall be construed as requiring anyone covered by this Order to contest a subpoena or other process, to appeal any order requiring production of PROTECTED INFORMATION covered by this Order, or to subject itself to penalties for non-compliance with any subpoena, legal process, or order.

25. *Discoverability of Expert Materials*

Discovery of communications between counsel and any independent expert or consultant retained or specially employed by that counsel shall be limited to factual information, analyses,

documents, and data relied on by the expert in rendering the opinions expressed in an expert report or at trial. Except as otherwise provided herein, all other communications between counsel and the expert relating to the process of preparing an expert report or developing opinions for trial, including all preliminary or draft reports, expert working papers, notes, and communications relating thereto, shall be deemed exempt from discovery and use at trial.

26. *Other Proceedings*

By entering this Order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or Party subject to this Order who becomes subject to a motion to disclose another Party's or Third Party's information designated PROTECTED INFORMATION pursuant to this Order shall promptly notify that Party of the motion so that the party may have an opportunity to appear and be heard on whether the information should be disclosed.

27. *Modification and Additional Protective Orders*

Nothing herein shall prevent any Party from: (i) applying to the Court for a modification of this Order; (ii) applying to the Court for further or additional protective orders; or (iii) making an agreement with other parties in this Action to modify this Order, subject to Court approval.

28. *Motion for Relief From PROTECTED INFORMATION Designation*

A Party shall not be obligated to challenge the propriety of a PROTECTED INFORMATION designation at the time made, and failure to do so shall not preclude a

subsequent challenge during the pendency of the litigation. A Party challenging a designation shall provide written notice to the Party or Third Party who produced the PROTECTED INFORMATION.

Upon motion, the Court may affirm the appropriateness of the confidentiality designation or order its removal from any information so designated. Regarding any motion concerning the propriety of a confidentiality designation, the Party or Third Party making the designation shall bear the burden of proof.

29. *Filing Documents Designated as PROTECTED INFORMATION with the Court*

If a Party wishes to file or lodge with the Court for any purpose any document, transcript, or thing containing PROTECTED INFORMATION, the Party shall designate the material as PROTECTED INFORMATION as set forth in Paragraph 14 above, and it shall be filed under seal in accordance with the provisions of the United States District Court for the District of Delaware’s Revised Administrative Procedures Governing Filing and Service by Electronic Means dated October 16, 2014 (“the Procedures”). All such documents so filed shall be released from confidential treatment by the Court only upon further order of the Court. In addition, courtesy paper copies of sealed documents shall be filed with the Clerk’s office as provided in Section (G)(1) of the Procedures and shall be in a sealed envelope bearing the caption of the case and the confidentiality designation.

If a Party files or lodges with the Court any document, transcription, or thing containing information containing PROTECTED INFORMATION, the Party shall comply with the provisions of Section (G) of the Procedures, including without limitation the provisions

governing the filing of a redacted version of the sealed document for public inspection within seven (7) calendar days.

Upon the failure of the filing or lodging Party to properly designate information in accordance with its confidentiality designation, any Party or Third Party who in good faith believes that designation and filing under seal is required may move the Court to file said information under seal within ten (10) business days of learning of the defective filing or lodging. Notice of such designation shall be given to all parties in this Action. Nothing in this provision relieves a Party of liability for damages caused by failure to properly file PROTECTED INFORMATION under seal. The burden of proving that such information should be sealed shall at all times remain on the party which designated the information.

30. *Order Binding Date*

The parties agree that upon execution by the parties, it will be treated as though it has been “So Ordered.” Nothing in this Paragraph is intended to alter the provisions of Local Rule 26.2 of this Court or any prior agreement by a receiving party concerning the use of documents produced in this litigation under Local Rule 26.2.

31. *Conclusion of Litigation*

At the conclusion of the Action, by judgment or otherwise, including all appeals, all documents and information designated in the Action as PROTECTED INFORMATION, including electronic copies thereof, shall be, at the receiving Party’s election, either (1) returned within thirty (30) calendar days of the conclusion of the litigation after the later of a final judgment herein, the mandate has issued in the case of an appeal, or settlement of this Action to

the producing Party or Third Party along with all copies thereof, or (2) destroyed within thirty (30) calendar days after the later of a final judgment herein, the mandate has issued in the case of an appeal, or settlement of this Action by the receiving Party, after which the receiving Party will certify within forty-five (45) calendar days of the conclusion of the Action that such return and/or destruction has in fact been completed. At the conclusion of the Action, all documents prepared in the Action by attorneys (including Outside Counsel and Designated In-House Counsel), and outside experts and consultants designated pursuant to Paragraph 13 above, containing summaries, abstracts, or quotations from documents designated by a Party or Third Party as protected by this Order, shall be destroyed within thirty (30) calendar days or kept within the internal files of the Outside Counsel for the Party creating such documents.

Any legal briefs or memoranda containing PROTECTED INFORMATION prepared by Outside Counsel of any Party may be retained in the Outside Counsel's internal files. Outside Counsel may retain all documents and things that contain or reflect their attorney work product (e.g., notes, memoranda, drafts of pleadings, deposition summaries, document review summaries, documents reviewed in preparation for depositions, hearings, or trial, whether introduced or not), one copy of all correspondence, all pleadings, all deposition transcripts, all expert reports, all exhibits to depositions and expert reports, all hearing and trial transcripts, all hearing and trial exhibits, and all court-filed documents even though they contain PROTECTED INFORMATION, but such retained work product and documents shall remain subject to the terms of this Order. In the event that Outside Counsel maintains such documents, it shall not disclose material containing any type of PROTECTED INFORMATION to another party absent subpoena or court order. Upon receipt of any subpoena for such information, the Party receiving

the subpoena shall immediately notify Outside Counsel for the producing Party of the subpoena so that the latter may protect its interests.

32. *Survival of Terms of this Order*

The provisions of the Order shall survive the final termination of the Action for any retained information, documents and contents thereof.

33. *New Parties*

In the event that a new Party is added or substituted, this Order will be binding on the new Party, subject to the right of the new Party to seek relief from the Court for modification of this Protective Order.

AGREED TO:

DATED: _____, 2016

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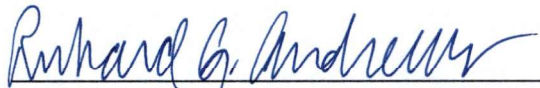
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Attorneys for Defendant Watson Laboratories, Inc.

SO ORDERED THIS 25th DAY OF April 2016



UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ASTRAZENECA LP, ASTRAZENECA AB,)	
ASTRAZENECA UK LIMITED, and)	
ASTRAZENECA PHARMACEUTICALS LP,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No.: 15-1000-RGA
)	(CONSOLIDATED)
MYLAN PHARMACEUTICALS INC.,)	
)	
Defendant.)	
)	
)	

“EXHIBIT A” TO STIPULATED PROTECTIVE ORDER

**I. DECLARATION OF ACKNOWLEDGMENT AND AGREEMENT TO BE
BOUND BY PROTECTIVE ORDER**

I, _____, declare under penalty of perjury under
the laws of the United States that:

1. My present employer is _____ and its address
is _____.

2. My present occupation or job description is _____.

3. I hereby certify that I have read and understand the terms of the Stipulated
Protective Order (“Protective Order”) among the parties in consolidated C.A. No. 15-1000-RGA.

4. I agree that I will not use, disclose, or allow to be disclosed to anyone not
expressly permitted by the Protective Order to receive PROTECTED INFORMATION, any of
the contents of PROTECTED INFORMATION received under protection of the Protective
Order. I also agree to be bound by the terms and conditions of the Protective Order.

5. I agree that, as to all individuals not expressly permitted to receive PROTECTED INFORMATION, I am to keep confidential all copies of any materials that I receive, whether at home or at work, which have been designated as PROTECTED INFORMATION. I also agree that I will carefully maintain such materials in a container, drawer, room, or other safe place in a manner consistent with the Protective Order, and that I will return or destroy such materials in a manner consistent with the Protective Order. I acknowledge that such return or the subsequent destruction of such materials shall not relieve me from any of the continuing obligations imposed upon me by the Protective Order.

6. For the purpose of enforcement of the Protective Order, I hereby submit to the jurisdiction of United States District Court for the District of Delaware.

DATED: _____

_____ (Signature)

_____ (Printed Name)