

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MYLAN PHARMACEUTICALS INC.,
MYLAN SPECIALTY L.P., and MYLAN INC.,

Plaintiffs,

v.

SANOFI-AVENTIS U.S. LLC, SANOFI S.A.,
AVENTIS PHARMA S.A., and SANOFI-
AVENTIS PUERTO RICO INC.

Defendants.

Civil Action No. 2:23-cv-836

[PROPOSED] STIPULATED PROTECTIVE ORDER

To ensure the efficient and prompt resolution of this lawsuit (the “Action”), facilitate discovery by the parties litigating this Action, and protect Confidential Information, Highly Confidential Information, and Protected Personal Data from improper disclosure or use, the Plaintiffs and the Defendants in the above-captioned Action (each individually, a “Party” and collectively, the “Parties”), by and through their respective counsel, stipulate to the entry of the provisions set forth below (the “Protective Order”) to govern the use, production, storage, handling, and disclosure of documents, information, things, and testimony in this Action. The Court, upon good cause shown and according to Federal Rule of Civil Procedure 26(c)(1), Federal Rule of Evidence 502(e), and all applicable Local Rules, ORDERS as follows:

I. Scope of Protective Order

A. This Protective Order applies to and governs the use, production, storage, handling, and disclosure of all documents, information, things, electronically stored information, testimony, responses to discovery requests, exhibits, expert reports and supporting data, and other information—including all copies, excerpts, and summaries thereof—produced or supplied by any

Party or any other individual or entity (the “Producing Party”) in connection with this Action (collectively, “Discovery Material”), to any other Party (the “Receiving Party”). This Protective Order also applies to any testimony, conversations, or presentations by Parties or their counsel that contain information that any Party or non-party has designated as Confidential Information, Highly Confidential Information, or Protected Personal Data under this Protective Order (the “Designating Party”). Any Discovery Material designated as Confidential Information, Highly Confidential Information, or Protected Personal Data under this Protective Order shall be referred to as “Protected Material.”

B. This Protective Order is binding upon the Parties in this litigation (and any future parties), as well as their respective attorneys, agents, representatives, directors, officers, employees, retained experts, consultants, e-discovery or other vendors, outside counsel (and their support staff), all non-parties providing discovery in this Action, and all other interested persons with actual or constructive notice of this Protective Order. This Protective Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

C. The restrictions in this Protective Order shall not apply to documents or information that are or become publicly available through no fault or wrongdoing of the Receiving Party, or that any Party obtains independently outside the scope of discovery in this Action from a person lawfully in possession of those documents or information.

D. Nothing in this Protective Order shall affect any right of a Party or non-party to make any otherwise proper type of objection, claim, or response to discovery requests (including, without limitation, interrogatories, requests for admission, requests for production, or questions at deposition).

E. Nothing in this Protective Order shall prevent a Party or non-party from implementing procedures for and conditions on producing Discovery Material that the Party or non-party believes in good faith are reasonably necessary to comply with the data privacy laws and regulations of any jurisdiction, including but not limited to the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the French Data Protection Act No. 78-17 as amended, or from objecting to production on the basis of the data privacy laws and regulations of any jurisdiction. Nothing in this Protective Order shall preclude a Party requesting discovery from objecting to the aforesaid procedures and conditions or seeking appropriate relief from the Court.

F. Nothing in this Protective Order shall prevent a Party or non-party from complying with obligations governing the transfer of data subject to the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the French Data Protection Act No. 78-17 as amended.

G. This Protective Order shall not be construed as a waiver by any Party or non-party of any applicable privilege to withhold production of Discovery Material, or of any right, which any Party or non-party may have to assert such privilege at any stage of the litigation. Similarly, no Party waives any right to seek modification of this Protective Order or to object on any ground to use in evidence of any of the material covered by this Protective Order.

II. **“Confidential” Information, “Highly Confidential” Information, and “Protected Personal Data”**

A. **“Confidential” Information**

“Confidential” Information shall include the following information, documents, tangible things, and testimony produced or otherwise exchanged or given:

1. Non-public product, product use, or business plan or strategy information, including research and development and product use data; market

information; proprietary product development or use information; non-public financial, sales, profitability, costs, or other business data, metrics or projections.

2. Proprietary, commercial, or client information, which is defined as:
 - a. Research, development, or commercial information that is of a competitively sensitive nature and that a reasonably prudent business person in the applicable field would not release to or share with the public in the ordinary course of business, and the release of which would likely cause proprietary, competitive, or economic harm; or
 - b. “Trade secret,” meaning information, including a formula, pattern, compilation, program, device, method, technique, or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
3. Proprietary, commercial, or client information, which is defined as: Non-public information received from, belonging to, or regarding third parties that is designated as confidential and/or protected under another agreement (such as a non-disclosure agreement or a contract with a confidentiality

provision) and which the Producing Party is contractually obligated to keep confidential.

B. “Highly Confidential” Information

“Highly Confidential” Information shall include the following information, documents, tangible things, and testimony produced or otherwise exchanged or given:

1. Financial, proprietary, commercial, business, research and development, or customer/user/client information, that is of a highly competitively sensitive nature and that a reasonably prudent businessperson in the applicable field would not release to or share with the public or third parties in the ordinary course of business, and the release of which is likely to cause proprietary, competitive, or economic harm;
2. Information related to officers or employees, which is not in the ordinary course of business made publicly available, is not of legitimate concern to the public, and which a reasonable officer or employee might consider personal or private; or
3. Information produced, obtained, or used in any other litigation, court proceeding, or government action that was designated in that proceeding as “Highly Confidential,” “Outside Counsel Eyes Only,” or similar designation indicating an intent to provide a high degree of protection of the confidentiality of such information.

C. “Protected Personal Data”

“Protected Personal Data” shall include information that a Party or non-party believes in good faith to be subject to the data privacy laws and regulations of any jurisdiction, including the

EU General Data Protection Regulation (“GDPR”) Regulation (EU) 2016/679 and the French Data Protection Act No. 78-17 as amended.

III. Access to and Use of Protected Material

A. Basic Principles

A Receiving Party may use Protected Material that is disclosed or produced by a Producing Party only in connection with this case and only for prosecuting, defending, and/or attempting to settle this litigation. Protected Material may be disclosed only to the categories of persons and under the conditions described in this Protective Order. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order.

B. Disclosure of Confidential Information

Access to information designated as “Confidential” shall be limited to and shall not be disclosed to any person other than:

1. Counsel for the Parties (including members, partners, of-counsel, associates, and staff of the outside counsel firm(s) of record or the Parties’ in-house counsel), as well as any other licensed attorney retained to assist counsel of record in this Action, and such counsel’s paralegal, investigative, secretarial, and clerical personnel who are assisting such counsel in this Action;
2. Any officer, director, or employee of a Party who is required in good faith to provide material assistance in the conduct of this Action;
3. Any Party that is an individual person and not an entity;
4. Qualified persons taking or translating testimony or documents involving such information and necessary stenographic and clerical personnel thereof,

provided such persons first execute a copy of the Certification attached as Appendix A to this Protective Order;

5. Any outside photocopying, data processing, or graphic production services employed by the Parties or their counsel to assist in this Action, provided such persons first execute a copy of the Certification attached as Appendix A to this Protective Order;
6. Any expert or consultant, or any employee or staff of such expert or consultant, who is not employed by or otherwise affiliated with any Party (or any parent, subsidiary, or affiliate of a Party) and is retained by counsel for a Party for the purposes of consulting or testifying in this Action, provided the expert or consultant first execute a copy of the Certification attached as Appendix A to this Protective Order;
7. Any person who prepared, received, reviewed or was provided access to such Discovery Material prior to its production in this Action;
8. The Producing Party;
9. Any witnesses or potential witnesses in this action to whom disclosure is reasonably necessary, provided they first execute a copy of the Certification attached as Appendix A to this Protective Order and that counsel for the Party intending to disclose the information has a good-faith basis for believing such Confidential Information is relevant to events, transactions, discussions, communications or data about which the witness is expected to testify or about which the witness may have knowledge. Witnesses shall not retain a copy of documents containing Confidential Information, except

witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts;

10. This Court or any other Court exercising jurisdiction with respect to this Action, as well as Court personnel, jurors, and persons recording, taking, or transcribing testimony or argument at any deposition, hearing, trial, or appeal in this Action; and
11. Any other person to whom the Designating Party agrees in advance of the disclosure, in writing or on the record.

C. Disclosure of Highly Confidential Information

Access to information designated as “Highly Confidential” shall be limited to and shall not be disclosed to any person other than:

1. A Party’s outside counsel of record (including members, partners, of-counsel, associates, and staff of such counsel’s firm), as well as any other licensed attorney, that is retained to assist outside counsel of record in this Action, and such counsel’s paralegal, investigative, secretarial and clerical personnel who are assisting such counsel in this Action;
2. A Party that is an individual person and not an entity;
3. Qualified persons taking or translating testimony or documents involving such information and necessary stenographic and clerical personnel thereof, provided they first execute a copy of the Certification attached as Appendix A to this Protective Order;
4. Any outside photocopying, data processing, or graphic production services employed by the Parties or their counsel to assist in this Action, provided

they first execute a copy of the Certification attached as Appendix A to this Protective Order;

5. Any expert or consultant, or any employee or staff of such expert or consultant, who is not employed by or otherwise affiliated with any Party (or any parent, subsidiary, or affiliate of a Party) and is retained by counsel for a Party for the purposes of consulting or testifying in this Action, provided they first execute a copy of the Certification attached as Appendix A to this Protective Order;
6. Any person who prepared, received, reviewed or was provided access to such information prior to its production in this Action;
7. The Producing Party;
8. Any witnesses or potential witnesses to whom disclosure is reasonably necessary, provided they first execute a copy of the Certification attached as Appendix A to this Protective Order, and provided that counsel for the Party intending to disclose the information has a good-faith basis for believing such Highly Confidential Information is relevant to events, transactions, discussions, communications or data about which the witness is expected to testify or about which the witness may have knowledge. Witnesses shall not retain a copy of documents containing Highly Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts;

9. This Court or any other Court exercising jurisdiction with respect to this Action, as well as Court personnel, jurors, and persons recording, taking, or transcribing testimony or argument at any deposition, hearing, trial, or appeal in this Action;
10. Up to three (3) in-house attorneys per side designated by that side (the “Designated In-House Attorneys”) (i.e., 3 for Plaintiffs, collectively, and 3 for Defendants, collectively), provided that:
 - a. The Designated In-House Attorneys must not have business decision-making authority or be involved in pricing or contracting decisions for the sale of pharmaceuticals and must be working on or have responsibility for this Action and their administrative assistants, provided that before such individuals receive any disclosure of Highly Confidential Information as permitted under this Protective Order, each individual shall review and execute Appendix A to this Protective Order.
 - b. The names and titles of the Designated In-House Attorneys are disclosed to the other side at least three (3) business days before they are given access to Highly Confidential Information. In the event a Designated In-House Attorney ceases to be employed in a role that qualifies him or her for designation as a Designated In-House Attorney, the Designating Party may identify a replacement Designated In-House Attorney who so qualifies by providing written notice of the name and title of the replacement Designated

In-House Attorney to the other side at least three (3) business days before they are given access to Highly Confidential Information.

11. Any other person to whom the Designating Party agrees in advance of the disclosure, in writing or on the record.

D. Disclosure of Protected Personal Data

Access to information designated as both “Protected Personal Data” and “Highly Confidential” shall be subject to Section III(C) above (regarding the disclosure of information designated as “Highly Confidential”). Access to information designated as “Protected Personal Data,” but not also designated as “Highly Confidential,” shall be subject to Section III(B) above (regarding the disclosure of information designated as “Confidential”).

E. Additional Disclosures

If a Party or its counsel needs for litigation purposes to give, show, make available, or communicate Protected Material to persons other than those described in Sections III(B) and (C) above, that Party shall meet and confer with the Designating Party. If those parties are subsequently unable to agree on the terms and conditions of such disclosure, then disclosure may only be made on such terms as the Court may order.

For the avoidance of doubt, unless the Parties agree otherwise or the Court orders otherwise, all Protected Material shall be used solely for purposes of this Action and shall not be used for any business, commercial, competitive, personal, or other purpose. It shall be the duty of each Party and each individual having notice of this Protective Order to comply with this Protective Order from the time of such notice.

F. Advice to Clients

Notwithstanding these provisions, outside counsel for a Party that is a corporation or other type of business entity may provide high level summaries or characterizations of the evidence in the case to individuals employed by the Party who have responsibility to make decisions regarding the strategy or settlement of the case. Nothing in this Protective Order is intended to bar or otherwise prevent any counsel from rendering advice to his or her client with respect to this litigation and, in the course of rendering such advice, from relying upon his or her examination or knowledge of Protected Material.

G. Filing Protected Material

Absent written consent of the Designating Party or a Court order, a Party may not file any Protected Material in the public record. A Party seeking to file a document containing Protected Material shall, in the first instance, file such Protected Material preliminarily under seal. This Protective Order constitutes leave to file under seal as required by Local Civil Rule 5.2H. Within two weeks of such filing under seal, the Parties shall meet and confer and either (a) submit a joint statement to the Court containing a notice that the document filed preliminarily under seal may be unsealed; or (b) file a motion to permanently seal the preliminarily sealed document in full or in part. A Party that opposes such a motion to seal may file a response within seven (7) days from the date of service of the motion and the moving party may file a reply within seven (7) days from the date of service of the response. The Party seeking to keep Protected Information under permanent seal bears the burden of justifying sealing.

The Parties agree and stipulate that any documents permanently maintained under seal pursuant to this Protective Order shall remain sealed indefinitely, except upon the unanimous written consent of all Parties and further order of the Court approving such consent. The Court

retains jurisdiction to enforce this provision even after the termination or final resolution of this Action, including any appeals.

H. Use of Protected Material in Court

Where the Court requires identification of exhibits and deposition testimony in advance of a hearing, the identifying Party shall file a Motion to Restrict Access seeking to restrict public access to the Protected Material in the designated exhibits and/or deposition testimony, provided, however, that if the information required in support of the Motion to Restrict Access is not within the knowledge of the movant, supplemental motion papers in support of the motion may be filed by a Party or person having such knowledge no later than fourteen (14) days after the filing of the motion or within a shorter period if set by the Court, and further provided that the burden of restricting public access to Protected Material in a judicial proceeding shall at all times remain with the Designating Party.

If any Protected Material that is the subject of the Motion to Restrict Access belongs to a non-party, then the movant shall serve a copy of the motion on the non-party at the time of filing. If the Party filing the material is not the Designating Party, the filing Party is nonetheless obligated to make a reasonable effort to protect the confidentiality of the Protected Material when filing it.

IV. **Designating Confidential Information, Highly Confidential Information, and Protected Personal Data**

A. Exercise of Restraint and Care in Designating Information for Protection

Each Party or non-party that designates information or items for protection under this Protective Order must take care to limit any such designation to specific information that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, testimony, or oral or written communications that qualify as Protected Material, so that other portions of the material,

documents, items, testimony, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Protective Order.

B. Manner and Timing of Designations

Except as otherwise provided in this Protective Order (*see, e.g.*, Section IV(B)(2) below), or as otherwise stipulated or ordered, Discovery Material that qualifies for protection under this Protective Order must be clearly so designated before or when the material is disclosed or produced.

1. Information in documentary form: (e.g., paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the Designating Party must affix the words “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” to each page that contains Confidential Information or Highly Confidential Information.
2. Testimony given in deposition or in other pretrial proceedings: Deposition testimony and the transcripts and video recordings thereof of depositions conducted during pre-trial discovery in this litigation shall be treated as Highly Confidential and as containing Protected Personal Data for a period of 30 days, or for as many days as the Parties otherwise shall agree, after receipt of such deposition transcript and/or video recordings to allow time for the deponent or counsel for that deponent, or any Party or non-party or its counsel, to notify all Parties of any designations of Confidential Information, Highly Confidential Information or Protected Personal Data contained therein. If a Party or non-party desires to protect Confidential Information, Highly Confidential Information or Protected Personal Data at trial, the issue should be addressed during the pretrial conference.

3. Other tangible items: the Producing Party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the words “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failures to Designate

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this Protective Order.

D. Correcting a Designation

A Party that fails to designate produced material as “Confidential,” “Highly Confidential” or “Protected Personal Data” at the time of its production shall be entitled to make a correction to its designation. Such correction and notice thereof shall be made in writing, accompanied by substitute copies of each item of Discovery Material, appropriately designated. Upon receipt of a notice of correction, the Receiving Party shall place the appropriate marking on the document to reflect its altered confidentiality status and certify that the original and all copies of the document have been appropriately sequestered and destroyed. Those individuals who reviewed the mis-designated discovery material prior to notice of the mis-designation by the Producing Party shall abide by the provisions of this Protective Order with respect to all future use and disclosure of any information contained in the mis-designated materials. Any challenge to the re-designation shall follow the procedure set forth below in Section V of this Protective Order.

E. Redaction of Protected Personal Data

The Producing Party may redact Protected Personal Data from Discovery Materials if the information redacted is not responsive to a discovery request or if the Parties agree that the Producing Party need not produce this Protected Personal Data. The Producing Party shall mark the part of the document where Protected Personal Data has been redacted with a legend stating “REDACTED – PROTECTED PERSONAL DATA.” The Producing Party shall preserve an unredacted version of each such document throughout the Action.

V. Challenging Designations

A. Timing of Challenges

Any Party may challenge a designation of Confidential, Highly Confidential, or Protected Personal Data at any time. Unless a prompt challenge to a Designating Party’s designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a designation by electing not to mount a challenge promptly after the original designation is disclosed.

B. Meet and Confer

The Parties must attempt to resolve any dispute regarding designations without Court involvement. Any motion regarding Confidential, Highly Confidential, or Protected Personal Data designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good-faith meet-and-confer conference with other affected Parties in an effort to resolve the dispute without Court action. The certification must list the date, manner, and participants to the conference. A good-faith effort to confer requires a face-to-face meeting or a video or telephone conference.

C. Judicial Intervention

If the Parties cannot resolve a challenge regarding a Confidential, Highly Confidential, or Protected Personal Data designation, a Party may declare impasse. If a Party declares impasse and requests that the Parties contact the Court to request a telephonic status conference, the Parties shall contact the involved law clerk or the Courtroom Deputy to request a teleconference with the Court. Should the Court grant the request for a teleconference, no Party is prohibited from requesting written briefing on the issue during that conference, and the Parties agree not to oppose any such request. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. All Parties shall continue to afford the Protected Material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging Party to sanctions.

VI. Notice of this Order to Third Parties

Any Party that seeks discovery related to this Action from any non-party must include a copy of this Protective Order when serving a discovery request or subpoena on the non-party. If any Party sent a discovery request or subpoena to any non-party prior to entry of this Protective Order, that Party must send a copy of this Protective Order to the non-party within two (2) business days of entry of this Protective Order.

VII. Protected Material Subpoenaed or Ordered Produced in Other Litigation

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any Protected Material produced by another Party, that Party must:

A. Promptly notify the Designating Party in writing and include a copy of the subpoena or court order;

B. Promptly notify in writing the Party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

C. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

VIII. Unauthorized Disclosure of Protected Material

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Appendix A.

IX. Inadvertent Production of Privileged or Otherwise Protected Material

A. Procedure and Obligations for Inadvertently Produced Protected Material

1. When a Producing Party gives notice to a Receiving Party or Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the Receiving Party or Parties are subject to the obligations set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The Producing Party must give the notice within a reasonable amount of time after the Party learns of the inadvertent production. The Receiving Party must return, sequester, or destroy any copies of the information without viewing it. If the Receiving Party has already viewed the information, it remains subject to these obligations regardless of its views on the merits of the privilege

claim. The Receiving Party must follow the same obligations to return, sequester, or destroy any work product describing, containing, or referencing the inadvertently produced material.

2. If a Receiving Party views a document or other information from a Producing Party and has reason to believe the document may contain information subject to a claim of privilege or work product, they are required to notify the Producing Party promptly. The Receiving Party shall follow the obligations above to return, sequester, or destroy that information.
3. This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review.

B. Non-Waiver

1. **No Waiver by Disclosure.** Pursuant to Rule 502(d) of the Federal Rules of Evidence, if a Producing Party discloses information in connection with the pending litigation that the Producing Party thereafter claims to be protected by the attorney-client privilege and/or work product protection (“Privileged Information”), the disclosure of that Privileged Information will not constitute or be deemed a waiver or forfeiture—in this or any other federal, state, arbitration, or any other proceeding—of any claim of privilege or protection as work product that the Producing Party would otherwise be entitled to assert with respect to the Privileged Information and its subject matter.

2. **Notification Requirements.** Upon discovery of the production of Privileged Information, the Producing Party must promptly notify the Receiving Parties in writing that it has disclosed the Privileged Information without intending a waiver by the disclosure. The Producing Party need not provide any explanation or evidence regarding the reasonableness of the efforts taken to prevent production, and the Receiving Party agrees not to challenge the reasonableness of such efforts. The notice shall identify the communication or information that was produced (including the format of the production—e.g., paper, electronically stored information) and the date(s) of production. Within seven (7) business days of sending the written notice, the Producing Party shall provide the Receiving Parties with an updated log of documents withheld for privilege that includes the inadvertently disclosed document. If the Producing Party claims that only a portion of the communication or information is protected, the Producing Party shall provide a new copy of the communication or information with the allegedly privileged or protected portions redacted at the time it produces the revised privilege log.
3. **Best Efforts of Receiving Party.** Upon receipt of a notification described in the previous paragraph, or upon independently discovering the production of Privileged Information by the Producing Party, the Receiving Party must promptly (a) return or destroy the original and all copies, including any electronic copies, of the Privileged Material; (b) destroy all notes or other work product reflecting or referring to the content of such

material; and (c) certify in writing to the Producing Party that it has complied with this Section. To the extent the communication or information in question may exist on any computer or back-up media which cannot be reasonably deleted, it may be sequestered until such time as the media is subject to routine deletion or destruction, provided that no person attempts to access the contents of the communication or information unless allowed under the terms of this Protective Order. If a Receiving Party used, shared, or disclosed the communication or information prior to notification, it must take reasonable steps to retrieve and prevent further use or distribution of the communication or information. This duty expires only if this Court rules that the communication or information is not privileged or protected.

4. **In Camera Review.** Nothing in this Protective Order limits the right of any Party to petition the Court for an in camera review of the Privileged Information. Nor does anything in this Protective Order limit the rights of any Party to object to any petition for an in camera review.
5. **Voluntary and Subject Matter Waiver.** This Protective Order does not preclude a Party from voluntarily waiving the attorney-client privilege or work product protection. The provisions of Federal Rule of Evidence 502(a) apply when the Producing Party uses or indicates that it may use information produced under this Protective Order to support a claim or defense.

6. **Rule 502(b)(2).** The failure to take reasonable steps to prevent the disclosure shall not give rise to a waiver of the privilege.
7. **Other Clawback and Confidentiality Obligations.** This Protective Order does not affect or rescind any Clawback Agreement or Order governing protection of confidential information to which the Parties otherwise have agreed or will agreed.

C. Challenges to Claims of Privilege

1. If the Receiving Party has a good-faith basis to challenge any claim of privilege made by the Designating Party or a non-party, the Receiving Party shall notify the Designating Party or non-party of its challenge promptly. Within five (5) business days of such notification, the Parties (and, when applicable, the non-party) shall meet and confer regarding such challenge. If the Parties (and, when applicable, the non-party) are unable to resolve the issue through the meet and confer process, then either or both Parties (or, when applicable, the non-party) may declare impasse. If a Party or non-party declares impasse and states a desire to request a telephonic status conference with the Court, the Parties (and, where applicable, the non-party) shall jointly contact the involved law clerk or the Courtroom Deputy to request a teleconference with the Court. Should the Court grant the request for a teleconference, no Party or non-party is prohibited from requesting written briefing on the issue during that conference, and the Parties agree not to oppose any such request. If the Court denies the request for a teleconference, the Receiving Party may file a motion seeking relief from the Court and motion practice shall proceed pursuant to Judge

Hornak's Standing Order and Procedures on Civil Motion Practice, and the Local Rules of the Western District of Pennsylvania.

2. Notwithstanding the foregoing, a Receiving Party may seek more expedited relief from the Court at any time if there is good cause for doing so, such as where, among other circumstances, the timing of a privilege designation may interfere with the Receiving Party's ability to obtain timely or appropriate relief.
3. **Burden of Proving Privilege or Protection as Work Product.** The Producing Party retains the burden of establishing the privileged or protected nature of the communication or information subject to the challenge.

D. Meet and Confer

The Parties must attempt to resolve any dispute over privilege without Court involvement. Any motion regarding privilege disputes must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without Court action. The certification must list the date, manner, and participants to the conference. A good-faith effort to confer requires a face-to-face meeting or a video- or telephone conference.

X. Security Requirements for Protected Personal Data

A. Written Information Security Program

1. Any Party that receives Protected Personal Data from another Party in this Action shall maintain a written information security program that includes reasonable technical and organizational safeguards to protect the Protected Personal Data against accidental loss, alteration, unauthorized disclosure or

access, destruction, or damage. If a Party does not have a written information security program, it must comply with this provision by having the Protected Personal Data managed by a third-party service provider that maintains a written information security program.

2. If the Receiving Party retains any third parties including, but not limited to, e-discovery vendors, to further process Discovery Material designated Protected Personal Data, the Receiving Party must enter into a written processing agreement with those third parties that sets out:
 - a. confidentiality obligations on all third-party personnel authorized to handle Protected Personal Data;
 - b. security obligations of the third party when handling Protected Personal Data;
 - c. requirements that the third party returns or destroys Protected Personal Data at the end of the Action; and
 - d. data breach notification obligations for the third party.

XI. Non-Termination and Return of Document

A. Destruction and Return of Documents

1. Within 60 days after the termination of this Action, including all appeals, each Receiving Party must return all Protected Material to the Producing Party, including all copies, extracts and summaries thereof or certify destruction of all such materials, excluding any information that cannot be reasonably returned or destroyed. Alternatively, the Parties may agree upon appropriate methods of destruction.
2. Notwithstanding this provision, counsel are entitled to retain one archival copy of: all documents filed with the Court; trial, deposition, and hearing

transcripts; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain Protected Material.

3. Expert witnesses for the Parties, and any firm retained by a Party to assist an expert witness in this Action will also be entitled to retain their own expert reports, their own deposition and trial transcripts and exhibits, and their own work product, even if such materials contain Protected Material, provided such persons have executed Appendix A to this Protective Order and do not disclose the portions of those materials containing Protected Material except pursuant to a Court order or with the consent of the Designating Party or Parties that produced the Protected Material.

B. Duration

The confidentiality obligations imposed by this Protective Order shall remain in effect until the Party that designated the material in question agrees otherwise in writing or a Court orders otherwise.

C. Judicial Authority

This Court retains jurisdiction to resolve any disputes arising out of this Protective Order after termination of this Action. This Protective Order is not binding on the Court or Court personnel. The Court reserves the right to amend it at any time.

Dated: March 19, 2026

Agreed By:

/s/ Evan L. Seite

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and Mylan Inc.*

SO ORDERED this ___ of _____ 20__.

U.S. District Judge

APPENDIX A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MYLAN PHARMACEUTICALS INC.,
MYLAN SPECIALTY L.P., and MYLAN INC.,

Plaintiffs,

v.

SANOFI-AVENTIS U.S. LLC, SANOFI S.A.,
AVENTIS PHARMA S.A., and SANOFI-
AVENTIS PUERTO RICO INC.

Defendants.

Civil Action No. 2:23-cv-836

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY THE PROTECTIVE ORDER**

I, _____, am employed by _____
in the position of _____. I certify as follows.

1. I have read the Protective Order entered in the above-captioned action and understand its terms.

2. I agree to be bound by the terms of the Protective Order. I agree to use the information provided to me only as explicitly permitted by the Protective Order.

3. I understand that my failure to abide by the terms of the Protective Order will subject me, without limitation, to civil and criminal penalties for contempt of Court.

4. I submit to the jurisdiction of this Court solely for the purpose of enforcing the terms of the Protective Order and freely and knowingly waive any right I may otherwise have to object to the jurisdiction of this Court.

Dated: _____, 20__

Signed: _____