

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

AMNEAL PHARMACEUTICALS LLC,

Plaintiff,

v.

PHILIP J. WEISER, in his official capacity as
Attorney General of the State of Colorado,

Defendant.

Case No.: 24-cv-2609-GPG-SBP

Hon. Gordon M. Gallagher

Magistrate Judge Susan B. Prose

STIPULATED PROTECTIVE ORDER

Upon a showing of good cause in support of the entry of a protective order to protect the discovery and dissemination of certain confidential information, it is hereby ORDERED:

I. SCOPE OF ORDER

1. Application. This Protective Order applies to all documents, the information contained therein, and all other information produced or disclosed in connection with the above-captioned matter, including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other testimony, discovery response, or otherwise, by the party producing or disclosing the information (“Producing Party”) to any other party (“Receiving Party”).

2. As used in this Protective Order, “document” is defined as provided in Federal Rule of Civil Procedure 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

3. No Effect on Admissibility. Nothing herein shall be construed to affect in any manner the admissibility at trial or any other court proceeding of any document, testimony, or other evidence.

II. DESIGNATION OF CONFIDENTIAL AND HIGHLY CONFIDENTIAL INFORMATION

4. Definition of Confidential Information. “Confidential Information” as used herein means any information that the Producing Party believes in good faith is (1) confidential and implicates the privacy or business interests of the parties, including but not limited to proprietary business information, and (2) has been designated as “Confidential Information” by the Producing Party. Irrespective of any unilateral designation by the Producing Party, this definition or the scope of this Order does not confer a blanket protective order as to all documents, data or information produced, but is limited to only those materials that are protected by Federal Rule of Civil Procedure 26(c) or other applicable authority.

5. Definition of Highly Confidential Information. “Highly Confidential Information” as used herein is (1) Confidential Information which, if disclosed to a Competitor of the Plaintiff, could result in possible antitrust violations or substantial business harm to the Plaintiff, and (2) has been designated as “Highly Confidential Information” by the Producing Party. Materials containing corporate trade secrets, nonpublic research and development data, including, but not limited to, cost data, pricing formulas, inventory management programs, and other sales or business information not known to the public; information obtained from a non-party pursuant to a non-disclosure agreement; and customer-related Protected Data shall be deemed Highly Confidential. In designating discovery materials as “Highly Confidential Information,” the Producing Party will make such designation only as to that information that the Producing Party in good faith believes to be entitled to highly confidential treatment. For

purposes of this Order, the term “Competitor” shall mean any company or individual, other than the Producing Party, that is or intends to be engaged in the design, development, manufacture, regulatory review process, sale, and/or marketing of any epinephrine auto-injector. “Protected Data” shall refer to any information that a party believes in good faith to be subject to federal, state or foreign data protection laws or other privacy obligations. Where this Order uses the term “Confidential Information,” it shall apply equally to Highly Confidential Information unless otherwise specified.

6. Documents are designated as “Confidential Information” or “Highly Confidential Information” by placing or affixing on them (in a manner that will not interfere with their legibility) the following or other appropriate notice: “Confidential Information” or “Highly Confidential Information.”

7. Confidentiality of Deposition Testimony. Information disclosed at a deposition taken in connection with the above-captioned matter may be designated as Confidential Information or Highly Confidential Information by: (a) designating specific testimony as confidential on the record during the taking of the deposition, and/or (b) designating the portions of the transcript that are confidential or highly confidential in a letter to be served on the court reporter and opposing counsel within thirty (30) calendar days of the Producing Party’s receipt of the final transcript of the deposition. However, any such designation must be limited to only those portions of any deposition where such information is discussed; this paragraph is not intended to confer a blanket designation of the entire deposition transcript. The court reporter will indicate the portions designated as Confidential and Highly Confidential, or will utilize an alternate procedure per any agreement of the parties. Designations of transcripts will apply to audio, video, or other recordings of the testimony. The

court reporter shall clearly mark any transcript released prior to the expiration of the 30-day period as “Highly Confidential - Subject to Further Confidentiality Review.” Such transcript will be treated as Highly Confidential until the expiration of the 30-day period; provided, however, that a deponent may review the transcript of that deponent’s own deposition during the 30-day period prescribed by Rule 30(e) of the Federal Rules of Civil Procedure. Absent agreement between the parties, such blanket designation shall expire at the end of the 30-day period, and the Producing Party may not designate the entire transcript as confidential in an attempt to extend the 30-day period, but instead must file a motion for an extension of time to submit designations.

III. PERMISSIBLE DISCLOSURE OF CONFIDENTIAL
AND HIGHLY CONFIDENTIAL INFORMATION

8. To Whom Confidential Information May Be Disclosed. A Receiving Party may show and deliver Confidential or Highly Confidential Information only to the following persons:

- a. Attorneys actively working on this case and persons employed or associated with said attorneys whose assistance is required by said attorneys in the preparation for trial, at trial, or at other proceedings in this case;
- b. The parties, including their designated representatives and counsel;
- c. Any outside consultant or expert to whom it is reasonably necessary to disclose Confidential Information, whether formally retained or not;
- d. E-discovery vendors;
- e. Deponents, witnesses, or potential witnesses;
- f. Stenographic employees and court reporters recording or transcribing testimony;
- g. The Court and any members of its staff to whom it is necessary to disclose Confidential Information.
- h. Anyone as otherwise required by law; and

- i. Other persons by written agreement of the parties.

9. Disclosure to Others Requires Consent or Court Order. Disclosure of Confidential Information or Highly Confidential Information beyond the terms of this Order may be made only if the Producing Party designating the material as Confidential Information consents in writing to such disclosure, the Court orders such disclosure, or another court or law requires the disclosure. The terms of this Order shall not apply to any publicly available information or documents.

IV. USE OF CONFIDENTIAL AND HIGHLY CONFIDENTIAL INFORMATION

10. Confidential Information and/or Highly Confidential Information May Be Used Only in this Matter. “Confidential Information” and “Highly Confidential Information” shall not be disclosed or used for any purpose except the preparation and trial of this case.

11. Acknowledgments for Certain Recipients. Prior to the disclosure of any Confidential or Highly Confidential Information to any person identified in sub-paragraph 8(c) (expert witnesses and consultants) or sub-paragraph 8(e) (deponents, witnesses, or potential witnesses), counsel shall provide such person with a copy of this Protective Order and obtain from such person an Acknowledgment, in the form annexed hereto as Exhibit A, stating that he or she has read this Protective Order and agrees to be bound by its provisions. Counsel who provides Confidential Information or Highly Confidential Information to such persons shall maintain signed Acknowledgments but need not provide the Acknowledgments to the other party absent agreement.

12. AI Tools. A Receiving Party shall not use “Confidential Information” or “Highly Confidential Information” in any Public AI Tool. To the extent a receiving party uses

“Confidential Information” or “Highly Confidential Information” in any Non-Public AI Tool, any output from those tools shall be treated as “Confidential Information” or “Highly Confidential Information.” For these purposes:

- a. “AI Tool” means any model, software, system, technology, tool or similar that uses any artificial intelligence, natural language processing, deep learning, or machine learning algorithms to produce or predict outputs; including any that use computational, statistical, or machine-learning techniques to produce outputs from a given set of inputs.
- b. “Public AI Tool” means any AI Tool that is accessible to individuals or entities outside of a specific contractual agreement. Public AI Tools include but are not limited to AI Tools that have open access, provide broad nonexclusive benefits, or allow any user the benefit of knowledge accumulated from user interactions, prompts, and content.
- c. “Non-Public AI Tool” means any AI Tool where a party can control the retention of prompts and the learning or non-learning of the AI Tool, the party is contractually responsible for the use of the AI Tool, and the AI Tool is not a Public AI Tool.

13. Notice of Receipt of Subpoena Pertaining to any Confidential Information. The parties acknowledge that under the Colorado Open Records Act (CORA) all public records are open for inspection by any person at reasonable times unless an exception applies, *see* C.R.S. § 24-72-201 *et seq.*, and that this Order does not override or otherwise change Defendant’s obligations under CORA. Any party that is served with a subpoena or other request compelling the production of “Confidential Information” or “Highly Confidential

Information” produced by another party must give written notice of such subpoena or other request to the original Producing Party so that the Producing Party has an opportunity to seek to prevent or restrict such disclosure. Upon receiving such notice, the original Producing Party shall bear the burden of opposing, if it deems appropriate, the subpoena or other request on grounds of confidentiality. Compelled compliance by the Receiving Party with any order of a court directing production of any Confidential Material, shall not constitute a violation of this Order.

14. Notice of Unauthorized Disclosure. If a Receiving Party learns of any unauthorized disclosure of Confidential or Highly Confidential Information or any other breach of the provisions of this Order, the party shall immediately, upon learning of such disclosure, inform the Producing Party of all pertinent facts relating to such disclosure and shall make all reasonable efforts to prevent disclosure by each unauthorized person who received such information.

15. Return of Confidential Information and Highly Confidential Information upon Conclusion of this Matter. Within sixty (60) days of the final termination of this Action (whether by judgment, settlement, or otherwise, including any appeals related thereto), or any related litigation in which a Producing Party has produced documents subject to this Order, each party or non-party to whom any materials were produced shall, without further request or direction from the Producing Party promptly destroy all documents, items or data received including, copies in the possession or control of any expert or employee. The Receiving Party shall submit a written certification to the Producing Party by the 60-day deadline that (1) confirms the destruction/deletion of all Confidential Material, including any copies of Confidential Materials provided to persons required to execute Exhibit A (Affidavit), and (2) affirms the Receiving Party

has not retained any copies of the Confidential Material.

Notwithstanding this provision, all counsel are entitled to retain (1) any Confidential Information or Highly Confidential Information that is required by law to maintain and (2) one archival copy of depositions, deposition exhibits, discovery responses, and all materials filed with the Court, regardless of whether such materials (including exhibits and appendices) contain or refer to Confidential or Highly Confidential Information. Counsel for the Receiving Party may retain their privileged communications, work product, and Acknowledgments even though they contain discovery materials produced by the Producing Party, but such material shall remain subject to the terms of this Order.

V. CHANGES IN AND OBJECTIONS TO DESIGNATION OF CONFIDENTIAL AND
HIGHLY CONFIDENTIAL INFORMATION

16. Inadvertent Production Does Not Waive Confidentiality. Inadvertent production of any document or information without a designation of confidentiality will not be deemed to waive a later claim to its confidential nature or preclude the Producing Party from designating said document or information as confidential at a later date.

17. Designations After Production. Any Producing Party may designate as Confidential or Highly Confidential Information or withdraw a designation from any material that it has produced; provided, however, that such re-designation shall be effective only as of the date of such re-designation. Such re-designation shall be accomplished by notifying counsel for each party in writing of such re-designation. Upon receipt of any re-designation that designates material as Confidential Information or Highly Confidential Information, the Receiving Party shall: (i) treat such material in accordance with this Order; (ii) take reasonable steps to notify any persons known to have possession of any such material of such re-

designation under this Protective Order; (iii) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt; and (iv) give the Producing Party written assurance that steps (i)-(iii) have been completed.

18. Challenges to Confidentiality Designations. A Receiving Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. A Receiving Party may object to the designation of particular information as “Confidential Information” or “Highly Confidential Information” by giving written notice to the party designating the disputed information. The Producing Party’s counsel shall thereafter, within ten (10) calendar days, respond (by hand delivery, facsimile transmission, or e-mail with .pdf attachment) to such objection in writing by either (i) agreeing to remove the designation, or (ii) stating the reasons for such designation. Pursuant to D.C.COLO.MJ VI.2, the Parties shall meet and confer in “good faith” in accordance with D.C.COLO.LCivR 7.1(a). If the parties cannot resolve the discovery dispute within ten business days after the time the notice is received, the parties shall jointly contact Chambers pursuant to the discovery dispute procedures set forth in D.C.COLO.MJ VI.3–4. If this procedure is timely pursued, the disputed information shall be treated as “Confidential Information” or “Highly Confidential Information” under the terms of this Protective Order until the Court issues a ruling on the dispute. If this procedure is not timely pursued, the disputed information shall lose its designation as “Confidential Information” or “Highly Confidential Information” and shall not thereafter be treated as CONFIDENTIAL in accordance with this Protective Order. The burden of proof to maintain confidentiality is on the Producing Party, and the Receiving Party does not bear that burden.

VI. FILINGS

19. Use of Confidential Information in Court Proceedings. In the event Confidential Information is used in any court filing or proceeding in this action, including but not limited to its use at trial, it shall not lose its confidential status as between the parties through such use. However, Confidential Information and pleadings or briefs quoting or discussing Confidential Information will not be accepted as restricted filings or otherwise kept out of the public record in this action, except by court order issued upon motion of the party seeking to restrict the documents. Any such motion shall comply with the requirements of D.C. COLO. L. Civ. R. 7.2. The party seeking to restrict a document filed with the Court shall bear the burden of establishing that the document should be restricted.

VII. INADVERTENT DISCLOSURE

20. No Waiver of Privilege or Work Product. If the Producing Party discloses information subject to a claim of attorney-client privilege or attorney work-product protection, or some other legal privilege or doctrine protecting information from disclosure, the disclosure of the information (“Privileged Information”) shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work-product protection that the Disclosing Party would otherwise be entitled to assert with respect to the disclosed information and its subject matter, provided that Federal Rule of Evidence 502 is satisfied. This provision is, and shall be construed as, an Order providing the maximum protection allowed under Federal Rule of Evidence 502(d).

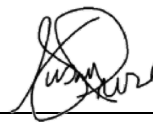
21. Procedure in Event of Inadvertent Disclosure. In the event that Privileged Information is inadvertently disclosed, such information may be retrieved by the Producing Party by giving written notice to the Receiving Party (which notice shall state the nature of the privilege or doctrine at issue and identify the document(s) by Bates number). Upon receipt

of such notice, the Receiving Party shall, within fourteen (14) calendar days of receipt of that notice, return, sequester, or destroy all copies of the inadvertently disclosed Information and provide a certification of counsel that all such inadvertently disclosed Information has been returned, sequestered, or destroyed. If there is a dispute about whether a privilege applies, the parties shall meet and confer in good faith in accordance with D.C.COLO.LCivR 7.1(a) within fourteen (14) days of the Receiving Party's receipt of the Producing Party's notice. If the parties cannot resolve the discovery dispute during the meet and confer, the parties shall jointly contact Chambers pursuant to the discovery dispute procedures set forth in D.C.COLO.MJ VI.3-4. If it is clear to the Receiving Party that a produced document or other information is subject to a claim of privilege based on information apparent on the face of the document, then the Receiving Party shall immediately sequester and cease use of the document or information and inform the Producing Party.

22. This Protective Order may be modified by the Court at any time for good cause shown following notice to all parties and an opportunity for them to be heard.

Dated: July 29, 2026

Denver, Colorado



HON. SUSAN B. PROSE
UNITED STATES MAGISTRATE JUDGE
DISTRICT OF COLORADO

STIPULATED AND AGREED TO:

Dated: July 28, 2026

/s/ Cole T. Carter

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