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11 Attorneys for Defendant  
CELGENE CORPORATION  
12 *(Additional Counsel listed on following page)*

13 **IN THE UNITED STATES DISTRICT COURT**  
14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
15 **WESTERN DIVISION**

16 UNITED STATES OF AMERICA, the  
17 STATES OF CALIFORNIA,  
18 COLORADO, CONNECTICUT,  
19 DELAWARE, FLORIDA, GEORGIA,  
20 HAWAII, ILLINOIS, INDIANA,  
21 LOUISIANA, MARYLAND,  
22 MASSACHUSETTS, MICHIGAN,  
23 MINNESOTA, MONTANA, NEVADA,  
24 NEW HAMPSHIRE, NEW JERSEY,  
25 NEW MEXICO, NEW YORK, NORTH  
26 CAROLINA, OKLAHOMA, RHODE  
27 ISLAND, TENNESSEE, TEXAS,  
28 VIRGINIA, WASHINGTON,  
WISCONSIN, the DISTRICT OF  
COLUMBIA, and the CITY OF  
CHICAGO, ex rel. BEVERLY BROWN

v.

CELGENE CORPORATION,  
Defendant.

Case No. 10-cv-03165 GHK (SSx)  
Assigned to: Hon. George H. King

**STIPULATED PROTECTIVE  
ORDER**

[Discovery Document: Referred to  
Magistrate Judge Suzanne H. Segal]

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1 Discovery in this action is likely to involve production of confidential,  
2 proprietary, or private information for which special protection from public disclosure  
3 and from use for any purpose other than prosecuting this litigation may be warranted.  
4 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
5 following Stipulated Protective Order.

6 1. Good Cause Statement

7 Fed. R. Civ. P. 26(c) requires parties to show good cause for the entry of a  
8 protective order by the Court. “[R]estrictions placed on discovered, but not yet  
9 admitted, information are not a restriction on a traditionally public source of  
10 information.” *Foltz v. State Farm Mutual Automobile Ins. Co.*, 331 F.3d 1122, 1134  
11 (9th Cir. 2003). As a result, “[w]hile courts generally make a finding of good cause  
12 before issuing a protective order, a court need not do so where (as here) the parties  
13 stipulate to such an order.” *In re Roman Catholic Archbishop of Portland in Oregon*,  
14 661 F.3d 417, 424 (9th Cir. 2011); *Foltz*, 331 F.3d at 1131 (noting a district court need  
15 not require a good cause showing for discovery documents not filed with the court  
16 “given the onerous burden document review entails”). In order to establish good  
17 cause for this protective order, to protect the public interest, and to allow for future  
18 judicial review or public challenges, the parties stipulate to the following facts, and  
19 the following principles are the basis upon which documents and information in this  
20 action may be determined to be subject to this protective order.

21 Because this case involves the pharmaceuticals, medical records pertaining to  
22 the prescription and use of the drugs at issue may be relevant. Many such records  
23 include patient identifying information and are protected from disclosure by the  
24 physician-patient privilege, HIPAA, or other applicable law. *See, e.g.*, 45 C.F.R.  
25 § 164.512(e)(1)(ii)(B) (requiring protective order prior to disclosure of protected  
26 health information in response to discovery requests absent individual notice to  
27 individuals); Cal. Civ. Code §§ 56 *et seq.*; Cal. Code Civ. Proc. § 1985.3(a)(1). In  
28 addition, businesses such as Defendant ordinarily maintain the confidentiality of trade

1 secrets and other confidential research, development, or commercial information (as  
2 those terms are used in Fed. R. Civ. P. 26(c)). Also, pharmaceutical manufacturers,  
3 such as Defendant, may derive a competitive advantage from the foregoing  
4 information and from the fact that such information is kept confidential. Fed. R. Civ.  
5 P. 26(c)(1)(G); *see also, e.g.*, Cal. Civ. Code § 3426.1; *Amini Innovation Corp. v.*  
6 *McFerran Home Furnishings, Inc.*, 2:14-cv-02464-RSWL-SS (C.D. Cal. 2014), Dkt.  
7 No. 34 (protecting “trade secrets” as confidential).

8 This case may also involve information submitted to governmental and/or  
9 regulatory agencies that is exempt from public disclosure, *see, e.g.*, 5 U.S.C.  
10 § 552(b)(4), (6), (7)(A), (7)(B), (7)(C), as well as information that the Designating  
11 Party is under a duty to preserve as confidential under an agreement with or other  
12 obligation of another person. *See, e.g., Deckers Outdoor Corp. v. JIJ Footwear, Inc.*,  
13 2:14-cv-00202-SVW-SS (C.D. Cal. 2014), Dkt. No. 23, pg. 2 (approving protective  
14 order applicable to “[i]nformation that the Party is under a duty to preserve as  
15 confidential under an agreement with or other obligation to another Person”). In  
16 addition, personnel and employment information also may be relevant to this action  
17 and may contain information that should remain confidential. *See, e.g., Foltz*, 331  
18 F.3d at 1134 (identifying “personnel information” as subject to protection);  
19 *Mardirossian v. Sears Holdings Man. Corp.*, 2:12-cv-08161-JAK-SS (C.D. Cal.  
20 2012), Dkt. No. 23, pg. 2 (identifying “personnel files and other personnel-related  
21 information” as confidential); *Jefferson v. Boeing Co.*, 2:13-cv-04453-PSG-SS (C.D.  
22 Cal. 2013), Dkt. No. 18, pg. 2 (identifying “private personnel information of third  
23 party employees” as confidential). Finally, materials requested during the course of  
24 discovery may contain information that, if subject to public disclosure, could expose  
25 individuals to annoyance, embarrassment, harassment, oppression or undue burden or  
26 expense. *See, e.g.*, Fed. R. Civ. P. 26(c)(1); *cf.* 11 U.S.C. § 107(c)(1)(A).<sup>1</sup>

27  
28 <sup>1</sup> By identifying these categories of information potentially subject to designation as Confidential Information, neither party waives any objections to discovery. *See infra*

1 Good cause exists because, if such information was produced without a  
2 protective order in place, then, among other things: the privacy rights of third parties  
3 privacy rights protected under Constitutional, statutory, and common law principles  
4 would be violated; third parties could be exposed to embarrassment, theft, fraud, or  
5 harassment; a Producing Party could be accused of breaching a statutory, contractual,  
6 or common law duty to protect private and/or proprietary information from public  
7 disclosure; competitors could unfairly leverage the time, money, and expertise  
8 invested by a Producing Party to develop non-public, proprietary information (such as  
9 business and marketing plans, research, pricing and sales information, and trade  
10 secrets), and thereby irreparably injure the Producing Party in the marketplace.  
11 Accordingly, to expedite the flow of information but also adequately protect  
12 Confidential Information, a protective order is justified. It is the intent of the parties  
13 that information will not be designated as confidential for tactical reasons and that  
14 nothing be so designated without a good faith belief that it has been maintained in a  
15 confidential, non-public manner, and there is good cause to protect it.

16 2. Scope

17 This Order shall be applicable to and govern all Confidential Information  
18 produced, furnished or created during the course of this Action, including any  
19 materials or information sought from a non-party who receives a subpoena in  
20 connection with this Action or otherwise produces materials or information in this  
21 Action. The Confidential Information protected includes, but is not limited to:  
22 materials and information produced in response to requests for production of  
23 documents; answers to interrogatories; answers to requests for admission; responses to  
24 requests for production of documents; deposition testimony, exhibits, transcripts, and  
25 videotapes; all other discovery, pleadings, briefs, memoranda, affidavits, transcripts;  
26 and other materials furnished by or on behalf of any party to this Action. Any  
27

28 sections I.A.19.

1 summary, analysis, description, compilation, notes, excerpt, copy, electronic image or  
2 database containing Confidential Information shall be subject to the terms of this  
3 Order to the same extent as the material or information from which such summary,  
4 analysis, description, compilation, notes, excerpt, copy, electronic image, or database  
5 is made or derived.

6 This Order applies to all Confidential Information produced in this Action,  
7 regardless of whether such document or information was produced prior to or after  
8 entry of this Order.

9 In the event that non-parties produce Confidential Information in connection  
10 with this Action, the production may be made subject to the provisions of this Order.  
11 As necessary and appropriate to uphold the terms of this Order, the existence of this  
12 Order may be disclosed to any person (including any non-party served with a  
13 subpoena in this action) producing Confidential Information in this Action.

14 Nothing in this Order is intended to conflict with the applicable Local Rules.  
15 Insofar as anything in this Order could be interpreted as conflicting with the  
16 applicable Local Rules, the Local Rules will govern. Any use of Confidential  
17 Information during a court hearing or at trial shall be governed by the orders of the  
18 presiding judge.

19 3. Definitions

20 The term “Producing Party” means the party or non-party producing or  
21 disclosing documents or information that are designated as Confidential Information  
22 under this Order.

23 The term “Receiving Party” shall mean the party or parties to whom  
24 Confidential Information is produced or otherwise disclosed.

25 4. Confidential Information

26 Any party to this Action may designate information or documents produced in  
27 this Action as “Confidential Information” if such party has the reasonable and good  
28 faith belief that such information is non-public and constitutes her, his, or its trade

1 secret, other confidential information within the meaning of Rule 26(c)(1)(G) of the  
2 Federal Rules of Civil Procedure, or otherwise protected from public disclosure. This  
3 includes but is not limited to confidential research, development, or commercial  
4 information (as those terms are used in Fed. R. Civ. P. 26(c)), and personal medical  
5 information, private personal information, employment information, health  
6 information, and tax returns.

7 Any non-party may designate information or documents produced in this  
8 Action by that non-party as “Confidential Information” if such non-party has the  
9 reasonable and good faith belief that such information is non-public and constitutes  
10 her, his, or its trade secret, other confidential information within the meaning of Rule  
11 26(c)(1)(G) of the Federal Rules of Civil Procedure, or otherwise protected from  
12 public disclosure.

13 Any information supplied in documentary or other tangible form may be  
14 designated by the Producing Party as Confidential Information by marking or  
15 stamping on each page of such document, transcript, or exhibit, or on the face of such  
16 thing, the legend “CONFIDENTIAL INFORMATION.” Where such marking of  
17 material is impossible or impractical (such as groups of documents in native form), the  
18 Producing Party shall designate in writing, at the time of its production, that the  
19 material contains Confidential Information. Information produced by a non-party but  
20 subsequently designated as confidential by a party to the Action shall be treated as  
21 Confidential Information, and the recipients shall either mark their copies as  
22 “CONFIDENTIAL INFORMATION” or request that the Producing Party provide a  
23 replacement set so marked.

24 5. Use of Information

25 All information or documents disclosed in this Action, whether or not  
26 containing Confidential Information, shall be used solely for purposes of this Action  
27 and not in connection with any other litigation or judicial or regulatory proceeding or  
28 for any business, commercial, competitive, personal or other purpose.

1           6.     Restrictions on the Disclosure of Confidential Information

2           Confidential Information shall be maintained in confidence pursuant to this  
3 Order and shall be disclosed only to the following persons:

- 4           a.     Counsel and in-house counsel for the parties, as well as their  
5                 paralegal, investigative, technical, secretarial, and clerical  
6                 personnel who are engaged in assisting them in the Action;
- 7           b.     Officers and employees of the named parties, but only insofar as  
8                 reasonably necessary for the prosecution and defense of the  
9                 Action;
- 10          c.     Non-party experts or consultants retained in good faith to assist the  
11                 parties in connection with the Action, provided that prior to the  
12                 time that any such expert or consultant is given access to  
13                 Confidential Information, such person is provided with a copy of  
14                 this Confidentiality Order and such expert or consultant shall  
15                 execute an undertaking in the form of Exhibit A hereto agreeing to  
16                 be bound by this Confidentiality Order, which undertaking shall be  
17                 retained by counsel for the party who engaged such expert or  
18                 consultant;
- 19          d.     Any witness or potential witness and counsel for that witness or  
20                 potential witness. If the witness or potential witness is neither  
21                 currently employed by the Producing Party nor an expert witness  
22                 covered by subparagraph d above, the Confidential Information  
23                 may be disclosed to the witness or potential witness only if the  
24                 Confidential Information is relevant to the Action and to the  
25                 person's knowledge and potential testimony, and provided that  
26                 prior to the time that any such witness or potential witness is given  
27                 access to Confidential Information, such person is provided with a  
28                 copy of this Confidentiality Order and (i) such person executes an



1                   undertaking in the form of Exhibit A hereto agreeing to be bound  
2                   by this Confidentiality Order or, if the witness or potential witness  
3                   refuses to executes the undertaking, (ii) counsel giving access to  
4                   Confidential Information advises the witness or potential witness  
5                   of the provisions of this Confidentiality Order and prevents such  
6                   witness or potential witness from retaining possession of any  
7                   Confidential Information;

- 8                   e.     Court reporters, stenographers or video operators at depositions,  
9                   court or arbitral proceedings at which Confidential material is  
10                  disclosed;
- 11                  f.     Any persons requested by counsel to furnish services such as a  
12                  mock trial or jury profiling; translation or court reporting services;  
13                  demonstrative exhibit preparation; the creation of any computer  
14                  database from documents; or the production, reproduction,  
15                  organizing, filing, coding, cataloging, converting, storing,  
16                  retrieving and review of Confidential Information, to the extent  
17                  reasonably necessary to assist the parties in connection with the  
18                  Action; and
- 19                  g.     Any other person designated by the Court, upon such terms as the  
20                  Court may deem proper, or agreed to by written stipulation of the  
21                  parties.

22                  Counsel is responsible for ensuring that those persons identified in subsections  
23                  (c), (f) and (g) of this section are aware of the terms and conditions of this  
24                  Confidentiality Order, and Counsel may fulfill this obligation by obtaining a signed  
25                  Confidentiality Agreement in the form attached as Exhibit A.

26                  If any person wishes to submit any Confidential Information to the Court, the  
27                  person shall, unless directed by the Court to do otherwise, comply with Local Rule  
28                  79-5, including any procedures adopted under the Pilot Project for the Electronic

1 Submission and Filing of Under Seal Documents. If a person’s request to maintain a  
2 submission containing Confidential Information under seal is denied as to one or more  
3 submissions, and the person does not seek reconsideration under the applicable Local  
4 Rules or otherwise appeal the denial, then those submissions may be placed in the  
5 public record.

6 7. Procedure for Designating Deposition Testimony

7 In the event that any question is asked at a deposition that involves or calls for  
8 the disclosure of Confidential Information, the witness shall nevertheless answer such  
9 question unless he or she has an independent basis for not responding, provided that  
10 the only persons in attendance at the deposition are persons who are permitted to  
11 receive the Confidential Information. Testimony given at a deposition may be  
12 designated as Confidential Information by making a statement to that effect on the  
13 record. Alternatively, within thirty (30) business days after receipt of a transcript, the  
14 parties also may designate such transcript or any portion thereof by notifying all  
15 parties, in writing, of the specific pages and lines of the transcript which should be  
16 treated as Confidential Information. All deposition transcripts shall be treated as  
17 “Confidential” until thirty (30) business days after receipt thereof by counsel for the  
18 parties and counsel for the witness. The reporter for any deposition shall mark with  
19 the legend “CONFIDENTIAL” pages that contain testimony designated as  
20 Confidential Information during the deposition.

21 8. Use of Confidential Information at Pre-trial Hearings

22 This Order does not govern the conditions under which Confidential  
23 Information can be used at pre-trial or trial proceedings. In the event that a Receiving  
24 Party intends to use Confidential Information during a pre-trial hearing that has not  
25 otherwise been identified in a motion or other filing relating to the pre-trial hearing,  
26 the parties agree that the Receiving Party shall notify the Producing Party reasonably  
27 in advance of the hearing so that a Producing Party can raise issues relating to  
28 confidentiality with the Court. Nothing in this provision, however, shall be construed

1 as preventing a presiding judge from allowing or permitting Confidential Information  
2 to be disclosed at a pre-trial hearing, limiting the right of a party to object to evidence  
3 offered without advance notice at a pre-trial hearing, or as limiting a Designating  
4 Party's right to object to or seek a separate protective order to govern use of  
5 Confidential Information at a pre-trial hearing.

6 9. Inadvertent Production of Privileged Materials

7 Pursuant to Fed. R. Evid. 502(d), disclosure of privileged or otherwise protected  
8 information is not waived for purposes of other actions or proceedings by inadvertent  
9 disclosure in this action. In the event any document is produced that the Producing  
10 Party later claims is protected by the attorney-client privilege, work product doctrine  
11 or other privilege or immunity, the production shall not be deemed a waiver or  
12 impairment of any claim of privilege or protection or the subject matter thereof,  
13 provided that the Producing Party shall immediately notify the Receiving Party in  
14 writing when the inadvertent production is discovered. Within five (5) business days  
15 of receiving written notice, along with a log accurately describing such material  
16 consistent with Fed. R. Civ. P. 26(b)(5)(A), from the Producing Party that privileged  
17 or protected information has been inadvertently produced, the Receiving Party shall  
18 (a) return all such information, and all copies thereof, to the Producing Party,  
19 reviewing such information (if at all) no more than is permitted by the applicable  
20 ethical rules; (b) take all reasonable steps to retrieve the information if the Receiving  
21 Party disclosed it before being notified; and (c) certify that any materials prepared by  
22 the Receiving Party incorporating such information, such as notes, memoranda, etc.,  
23 have been destroyed. If the Receiving Party wishes to challenge the claimed  
24 privilege, work-product protection or immunity, the Receiving Party must still comply  
25 with (a) and (b) in the preceding paragraph, except that the Receiving Party may retain  
26 any notes referencing the Confidential Information insofar as such retention is  
27 permitted by the applicable ethical rules and the notes are necessary to comply with  
28 Local Rule 37.

1 In the event the Receiving Party wishes to challenge the claimed privilege,  
2 work-product protection or immunity, the parties shall comply with Local Rule 37 in  
3 resolving their dispute. The parties agree any permissible retention of notes  
4 referencing the Confidential Information for the sole purpose of complying with Local  
5 Rule 37 shall not be grounds for arguing that the document is not privileged, work-  
6 product-protected or otherwise immune, or that any privilege, protection or immunity  
7 was waived thereby. During the pendency of the Local Rule 37 process, the  
8 Receiving Party shall make no other use or disclosure of the subject material or the  
9 information contained therein. If the motion is unsuccessful, the Receiving Party shall  
10 comply with (c) in the preceding paragraph.

11 10. Inadvertent Failure to Designate

12 Inadvertent failure to designate any material or information as Confidential  
13 Information pursuant to this Order shall not constitute a waiver of any otherwise valid  
14 claim for protection and may be remedied by supplemental written notice. If such  
15 notice is given, all information so designated shall be fully subject to this Order as if it  
16 had been initially designated as Confidential Information. After any designation is  
17 made in accordance with this paragraph, arrangements shall be made for the return to  
18 the Producing Party of all copies of the inadvertently undesignated documents and for  
19 the substitution, where appropriate, of properly labeled copies.

20 11. Purpose of Order

21 Nothing in this Order, nor the production of any documents or disclosure of any  
22 information pursuant to this Order, shall be deemed to have the effect of (i) an  
23 admission or waiver, including waiver under the rules of evidence, by any party or  
24 other subscriber to this Order; (ii) altering the confidentiality or nonconfidentiality of  
25 any such information; or (iii) altering any existing obligation of any party or other  
26 subscriber, or the absence of such obligation.

27 12. Challenges to Confidentiality Designation

28 If the Receiving Party disagrees with the confidentiality designation by the

1 Producing Party, then the parties shall comply with Local Rule 37 in resolving the  
2 dispute. Pending a determination by the Court, such information shall be treated by  
3 all parties as Confidential in accordance with this Order .

4 13. Subpoenas

5 If Confidential Information in the possession, custody, or control of any  
6 Receiving Party subject to this Order is sought by subpoena, motion, or other form of  
7 discovery request or compulsory process, the Receiving Party to whom the process or  
8 discovery request is directed, shall (i) on or before the second business day after  
9 receipt thereof, give telephonic notice and written notice by hand, facsimile, or e-mail  
10 of such process or discovery request, together with a copy thereof, to counsel for the  
11 Producing Party; (ii) cooperate to the extent necessary to permit the Producing Party  
12 to seek to quash or modify such process or discovery request, consistently with Local  
13 Rules 37 and 45; and (iii) not make production or disclosure of such Confidential  
14 Information until the Producing Party consents in writing to production or the  
15 Receiving Party is required by a court order to produce such Confidential Information,  
16 so long as the order is not stayed prior to the date set for production or disclosure.

17 14. Disposition Upon Conclusion

18 Within sixty (60) days after final termination of this Action, including all  
19 appeals, all parties and experts, consultants and witnesses shall (i) return to the  
20 Producing Party or destroy all originals of material produced and designated as  
21 Confidential Information and all identical copies, whether in whole or in part, of such  
22 documents, and (ii) destroy all copies thereof, as well as all notes, memoranda or other  
23 documents that summarize, discuss or quote materials produced and designated as  
24 Confidential Information, except that, with respect to word processing and database  
25 tapes and disks, they shall destroy or erase such tapes or disks to the extent  
26 practicable. Outside counsel for each party shall be entitled to retain copies of any  
27 deposition transcripts and exhibits and any pleadings, motions, memoranda, or  
28 exhibits that have been filed with the Court or admitted into evidence and that contain

1 or refer to information designated as Confidential Information, provided that all such  
2 documents shall remain subject to this Order. Counsel of record for the parties shall  
3 certify in writing to each Producing Party that the foregoing has been complied with.

4 15. Parties' Own Information

5 This Order shall not limit a Producing Party's use of its own Confidential  
6 Information. Such disclosures shall not affect any designation of such documents as  
7 Confidential.

8 16. Remedies

9 If Confidential Information is disclosed to or comes into the possession of any  
10 person other than in a manner authorized in this Order, the party responsible for the  
11 disclosure shall immediately (1) inform those persons of this Order; and (2) inform the  
12 person who designated the material as Confidential Information and the other parties  
13 already subject to this Order that are in possession of such Confidential Information of  
14 all pertinent facts relating to such disclosure and shall make reasonable efforts to  
15 prevent further disclosure by each unauthorized person who received Confidential  
16 Information.

17 This Confidentiality Order will be enforced under applicable law. All other  
18 remedies available to any person injured by a violation of this Confidentiality Order  
19 are fully reserved.

20 17. Notice

21 Notice under this Confidentiality Order shall be to the parties as follows, unless  
22 this provision is modified by the parties in writing and filed with this Court:

23 Notice to Celgene shall be made to:

24 Karen Hewitt  
25 12265 El Camino Real  
26 Suite 200  
27 San Diego, California 92130-409  
28 Tel: +1.858.314.1119 / Fax: +1.858.314.1150

kphewitt@jonesday.com;

and

1 Kim Dunne  
2 555 West Fifth Street  
3 Los Angeles, CA 90013  
4 Tel: +1.213.896.6659

5 kdunne@sidley.com.

6 Notice to Brown shall be made to:

7 David Fischer  
8 GRANT & EISENHOFER P .A.  
9 1747 Pennsylvania Ave., NW, Suite 875  
10 Washington, DC 20006  
11 Tel: +1.202.386.9500 / Fax: +1.202.386.9505  
12 dfischer@gelaw.com.

13 18. Jurisdiction

14 Unless prohibited by a statute, court order, or applicable rule, the parties may  
15 extend or modify deadlines under this Order by written stipulation amongst  
16 themselves or, where applicable, with third parties.

17 The Court retains jurisdiction to amend or modify this Order upon stipulation of  
18 the parties to this Action, motion by a party or non-party, or on its own motion.

19 19. Right to Assert Other Objections

20 By stipulating to the entry of this Order, no Party waives any right it otherwise  
21 would have to object to disclosing or producing any information or item on any  
22 ground not addressed in this Order. Similarly, no Party waives any right to object on  
23 any ground to use in evidence of any of the material covered by this Protective Order.

24 20. Right to Further Relief

25 Nothing in this Order abridges the right of any person to seek its modification  
26 by the Court in the future.

27 21. Order to Remain in Force

28 This Order shall survive and remain in full force and effect after termination of  
this Action.

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**IT IS SO STIPULATED**

Dated: September 19, 2014

JONES DAY / SIDLEY AUSTIN LLP

By: /s/ Kimberly A. Dunne  
\_\_\_\_\_  
Kimberly A. Dunne

Attorneys for Defendant  
CELGENE CORPORATION

Dated: September 19, 2014

GRANT & EISENHOFER P.A.

By: /s/ David T. Fischer  
\_\_\_\_\_  
David T. Fischer  
Reuben A. Guttman  
James J. Sabella

BIENERT, MILLER & KATZMAN, PLC  
Thomas H. Bienert, Jr.  
Ariana Seldman Hawbecker

Attorneys for Plaintiff-Relator  
BEVERLY BROWN

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

Dated: September 22, 2014

\_\_\_\_\_/S/\_\_\_\_\_  
Hon. Suzanne H. Segal, Magistrate Judge